

INVITATION TO BID

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Bidders are invited to submit sealed bids, in single copy, to: Provide all labor, supervision, materials and permits to modify specific areas of the existing roof framing and re-roof the modified areas with a single membrane synthetic roofing product as outlined in the specifications and drawings.

A Pre-Bid walk through is scheduled for July 20th at 9:00 am, meeting at the main entrance to the Facility

Project related questions or clarifications: Mark Moon, Project Manager at 269-7812.

Bids will be opened publicly at 2:00 pm local time Tuesday August 2, 2016 at 240 Main Street-Suite 502, Juneau Alaska.

Bids, modifications or withdrawals transmitted by mail must be received no later than 30 minutes prior to the scheduled time of bid opening.

James Woods at 240 Main Street-Suite 502, Juneau Alaska **must receive hand-delivered bids, modifications or withdrawals prior to the scheduled time of bid opening.**

Faxed bid modifications must be addressed to:

DHSS/FMS/Facilities - ATTN: James Woods - Fax number: (907) 465-2607

The Engineer's Estimate: less than \$200,000

The Project completion date: 90 days from issuance of Notice to Proceed

Plans and Specifications may be printed by the Bidder from:

- the State of Alaska website (www.state.ak.us) Public Notices Online button, click on the More Public Notices button, Browse Active Public Notice button, then Health & Social Services, and Procurement

OR

- the Bidder may forward the project website location/address information to the print shop of their choice for printing – all associated printing costs are payable by the Bidder

Bidders are responsible for checking this website for addenda. Not acknowledging addenda at the time of bid will deem the Bidder non-responsive.

Issued: July 8, 2016

Alaska Veterans & Pioneer Home

**PARTIAL RE-ROOF
PROJECT NO. ANC 17-01C**

TABLE OF CONTENTS

BIDDING AND CONTRACT REQUIREMENTS - STATE FUNDED PROJECTS

BIDDING REQUIREMENTS

00020 - Invitation for Bids - Form 06D-7 (7/03)
00100 - Information to Bidders - 06D-3
00101 - Supplementary Information to Bidders
00120 - Required Documents, 06D-4 (8/01)
00310 - Proposal and Non-Collusion Affidavit - Form 06D-9 (7/03)
00311 - Alaska Products Preference Worksheet
00312 - Bid Schedule
00410 - Bid Security Form 06D-14 (8/01)
00420 - Bid Modification - Form 06D-16 (8/01)
00430 - Subcontractor List - Form 06D-5 (8/01)

CONTRACT FORMS

00510 - Construction Contract - Form 06D-10a (8/01)
00610 - Performance Bond - Form 06D-13 (8/01)
00620 - Payment Bond - Form 06D-12 (8/01)
00670 - Contractor's Questionnaire - Form 06D-8 (8/01)

PROVISIONS OF THE CONTRACT

00700 - General Conditions of the Construction Contract for Buildings
00800 - Supplementary General Conditions
00830 - Laborers' and Mechanics' Minimum Rates of Pay

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01005 - Administrative Provisions
01010 - Summary of Work
01020 - Intent of Documents
01027 - Applications for Payment
01028 - Change Order Procedures
01045 - Cutting and Patching
01090 - Referenced Standards
01126 - Contractor's Certification of Subcontractors
 -Subcontractor Certification Form
01200 - Project Meetings
01230 - Alternates
01300 - Submittals
01400 - Quality Control
01500 - Construction Facilities and Temporary Controls
01540 - Security
01600 - Material and Equipment
01700 - Contract Closeout

Alaska Veterans & Pioneer Home

**PARTIAL RE-ROOF
PROJECT NO. ANC 17-01C**

TECHNICAL SPECIFICATIONS CONTINUED

DIVISION 2 – EXISTING CONDITIONS

02 41 19 – MINOR DEMOLITION FOR REMODELING (ACM Tests)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 41 20 – METAL WALL PANELS

07 53 23 – EPDM MEMBRANE ROOFING

07 59 01 – MEMBRANE REROOFING PREPERATION

07 62 00 – SHEET METAL FLASHING AND TRIM

07 92 00 – JOINT SEALANTS

DIVISION 9 - FINISHES

09 21 16 – GYPSUM BOARD

09 90 00 – PAINTING

DIVISION 26 - ELECTRICAL

26 00 00 – ELECTRICAL GENERAL REQUIREMENTS

DRAWINGS (Bound Separately)

End of Table of Contents



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

INVITATION TO BID
for Construction Contract

Date _____

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

Location of Project: Anchorage, Alaska

Contracting Officer: Michael Frawley

Issuing Office: Dept. of Health & Social Services, Office of the Commissioner, Finance & Management Services

State Funded []

Federal Aid []

Description of Work:

Recover of two low sloped roof areas with an EPDM membrane, add additional slope and parapets. Window removal and infill. Sheet metal trim and siding installation with a focus on detail. Heat trace removal, reinstallation, and additional heat trace added.

The Engineer's Estimate is: Less than \$200,00

All work shall be completed in _____ Calendar Days, or by _____.
Interim Completion dates, if applicable, will be shown in the Special Provisions.

Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at 2:00 pm local time, at 240 Main Street Suite 502 Juneau, AK 99811

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:

Bid for Project:

ANC 17-01C

Alaska Veterans & Pioneer Home

Partial Re-Roof

ATTN: James Woods

State of Alaska

Department of Health and Social Services

Finance & Management Services, Facilities Office

PO Box 110650 Juneau, AK 99811-0650

Bids, amendments or withdrawals transmitted by mail must be received in the above specified post office box no later than **30 minutes** prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received at **240 Main Street Juneau, AK 99811-0650** prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to **James Woods**. Fax number: (907) 465-2607.

A bid guaranty is required with each bid in the amount of 5% of the amount bid. (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 required for the project.)

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

Plans and Specifications may be printed by the Bidder from:

- the State of Alaska website under Public Notices On-line
- OR**
- the Bidder may forward the project website location/address information to the print shop of their choice for printing – all associated printing costs are payable by the Bidder

All questions relating to technical aspects of the project should be directed to the following. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with:

Project manager:

Mark Moon
DHSS/Division of Finance & Management Services, Facilities
3601 C Street Suite 578
Anchorage, AK 99503

Fax: (907) 334-2689 Phone: (907) 269-7812 Email: mark.moon@alaska.gov

All questions concerning bidding procedures should be directed to:

ATTN: James Woods
DHSS/Division of Finance & Management Services, Facilities
240 Main Street Suite 502 Juneau, AK 99811-0650
Phone: (907) 465-1871

Other Information:

Alaska Veterans Preference

To qualify for the Veterans Preference (per AS 36.30.175), the bidder must:

1. Qualify for the Alaska Bidder's Preference
2. Add value by actually performing the services or have prior experience in selling the supplies
3. Qualify as an Alaska Veteran & Complete/sign Alaska Veterans Affidavit (06D-17, dated 4/12)
4. The value of the preference cannot exceed \$5,000.

**STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES**

INFORMATION TO BIDDERS

The Department 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.

EXAMINATION OF CONTRACT REQUIREMENTS

Bidders are expected to examine carefully the plans, specifications and all other documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. 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 shall be acknowledged.

CONDITIONS AT SITE OF WORK

Bidders are expected to visit the site to ascertain 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.

PREPARATION OF BIDS

- (a) Bids shall be submitted on the forms furnished, 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 proposal.
- (b) The bid schedule will provide for quotation of a price or prices for one or more pay items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

Where required on the bid form, bidders must quote on all items and **THEY ARE WARNED** that failure to do so will disqualify them. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.

- (c) The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.

- (d) Neither conditional nor alternative bids will be considered unless called for.
- (e) Unless specifically called for, telegraphic or telefacsimile bids will not be considered.
- (f) Bid Schedule form should be enclosed in a separate sealed envelope and enclosed with all other bidding forms required at the opening.

BID SECURITY

All bids shall be accompanied by a bid security in the form of an acceptable Bid Bond (Form 06D-14), or a certified check, cashier's check or money order made payable to the State of Alaska. The amount of the bid security is specified on the Invitation to Bid.

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 Bid Bond does not meet the requirement of bid security accompanying the bid. An individual surety will not be accepted as a bid security.

The bid securities of the two lowest bidders will be held by the Department until the Contract has been executed, after which such bid securities will be returned. All other bid securities will be returned as soon as practicable. If all bids are rejected, all bid securities will be returned as soon as practicable.

BIDDERS QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

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.

ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the signature page of the Proposal. All addenda shall be acknowledged on the Proposal or by telegram prior to the scheduled time of bid opening. If no addenda are received by the bidder, the word "None" should be shown as specified.

Every effort will be made by the Department to insure that Contractors receive all addenda when issued. Addenda will be issued to the individual or company to whom bidding documents were issued. Addenda may be issued by any reasonable method such as hand delivery, mail, telefacsimile, telegraph, email, internet download, courier and in special circumstances by phone. Addenda will be issued to the address, telefacsimile number or phone number as stated on the planholder's list unless picked up in person or included with the bid documents. It is the bidder's responsibility to insure that he has received all addenda affecting the Invitation for Bids. No claim or protest will be allowed based on the bidder's allegation that he did not receive all of the addenda

for an Invitation for Bids. The Department is not responsible for issuing addenda to non-registered bidders.

WITHDRAWAL OR REVISION OF BIDS

A bidder may withdraw or revise a bid after it has been deposited with the Department, provided that the request for such withdrawal or revision is received by the designated office, in writing, by telegram, or by telefacsimile, before the time set for opening of bids.

Telegraphic or telefacsimile modifications shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised bids. Form 06D-16 shall be used to submit such modifications.

RECEIPT AND OPENING OF BIDS

- (a) All bids, including any amendment or withdrawal must be received by the Department prior to the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the Department 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 Department for the premature opening of, or failure to open, a bid improperly addressed or identified.
- (c) The Department reserves the right to waive any technicality in bids received when such waiver is in the interest of the State.

BIDDERS PRESENT

At the time fixed for bid opening, bids will be publicly opened and read for the information of bidders and others properly interested, who may be present either in person or by representative. The amount of the bid and the name of the bidder shall be compiled and distributed as soon as possible after bid opening. Bids are not open for public inspection until after the Notice of Intent to Award is issued.

BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of his or their clerk or partner, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

REJECTION OF BIDS

The Department reserves the right to reject any and all bids when such rejection is in the best interest of the State; to reject the bid of a bidder who has previously failed to perform properly, or complete on time, contracts of a 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, or makes unauthorized alterations to the bid documents.

AWARD OF CONTRACT

- (a) The letter of award, if the contract is to be awarded, will be issued to the lowest responsible and responsive bidder as soon as practical and usually within 40 calendar days after opening of proposals.
- (b) The successful bidder will be notified of the Department's intent to award the contract and requested to execute certain documents, including the contract form and bonds.
- (c) The contract will be awarded to the successful bidder following receipt by the Department of all required documents, properly executed, within the time specified in the intent to award. Failure to enter into a contract within the specified time shall be grounds for forfeiture of the bid security and consideration of the second low bidder for award.



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

REQUIRED DOCUMENTS

State Funded Contracts

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. **Bid Form (Form 06D-9)**
 2. **Bid Schedule**
 3. **Bid Bond (Form 06D-14)**
 4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:
Bid Modification (Form 06D-16)
-

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Form 06D-5)**
-

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. **Contract (Form 06D-10A)**
2. **DD Form 214 or NGB Form 22 (if claiming Alaska Veterans Preference under AS 36.30.175(d))**
3. **Payment Bond (Form 06D-12)**
4. **Performance Bond (Form 06D-13)**
5. **Contractor's Questionnaire (Form 06D-8)**
6. **Contractor's Certification of Subcontractors (Form 05)**
7. **Certificate of Insurance (from carrier)**
8. **Dept. of Labor – Notice of Work Form**

**STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES**

SUPPLEMENTARY INFORMATION TO BIDDERS

This document modifies or adds to the provisions of Department of Health & Social Services form 06D-3, INFORMATION TO BIDDERS.

Following subparagraph (c) under subject area "PREPARATION OF BIDS", add the following subparagraph:

"(C-1) When provided within the supplements to the bid schedule the Bidder shall specify those Alaska bidder and product preferences applicable to their bid. All entries made by the Bidder and designating applicable preferences must conform to the requirements of AS 36.30 and the instructions on the forms to warrant consideration."

Following subject area "REJECTION OF BIDS", add the following subject area:

"CONSIDERATION OF PROPOSALS

After the Proposals are opened and read, they will be compared on the basis identified on the bid schedule and the apparent low Bidder announced. The apparent low Bidder shall, within 5 working days following identification as the apparent low Bidder, submit a list of all firms with which the prime CONTRACTOR intends to execute subcontracts for the performance of the Contract. The list shall include the name, business address, Alaska business license number and contractor's registration number of each proposed Subcontractor.

Upon confirmation of the contents of the proposal the low Bidder will be identified by the DEPARTMENT by telephone and in writing. If the low Bidder differs from the apparent low Bidder then the requirements for Subcontractor listing, as noted above, shall become effective upon the low Bidder at the time of identification.

If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of Work and the value of that Work is in excess of one-half of one percent of the total bid, the Bidder agrees that it shall be considered to have agreed to perform that portion of Work without the use of a Subcontractor and to have represented that the Bidder is qualified to perform the Work.

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

If a Contract is awarded to a Bidder who violates this section, the Bidder agrees that the Contracting Officer may:

- (1) cancel the Contract without any damages accruing to the State; or
- (2) after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the Subcontract at issue.

A Bidder may replace a listed Subcontractor who:

- (1) fails to comply with AS 08.18;
- (2) files for bankruptcy or becomes insolvent;
- (3) fails to execute a contract with the Bidder involving performance of the Work for which the Subcontractor was listed and the Bidder acted in good faith;
- (4) fails to obtain bonding;
- (5) fails to obtain insurance acceptable to the State;
- (6) fails to perform the Contract with the Bidder involving Work for which the Subcontractor was listed;
- (7) must be substituted in order for the prime CONTRACTOR to satisfy required State and Federal affirmative action requirements;
- (8) refuses to agree or abide with the bidder's labor agreement; or
- (9) is determined by the Contracting Officer to be non-responsive."

Modify subject area "AWARD OF CONTRACT" as follows:

Subparagraph (a) substitute the word "generally" for the phrase "as soon as practical and"

Subparagraph (b) delete and substitute the following:

"All Bidders will be notified of the DEPARTMENT's intent to Award the Contract and the successful Bidder will be requested to execute certain documents, including the Contract form and bonds."



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name and Number **Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C,**

I certify under penalty of perjury that _____
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:
 - (1) Sole proprietorship owned by an Alaska Veteran;
 - (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veteran's;
 - (3) Limited Liability Company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.
- (b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (c) In this section, "Alaska Veteran" means an individual who is a:
 - (1) Resident of this state; and
 - (2) Veteran; means an individual who:
 - (A) Served in the:
 - (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) Was separated from the service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

BID FORM

For
Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

By

Company Name

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

**To the CONTRACTING OFFICER,
DEPARTMENT OF HEALTH & SOCIAL SERVICES**

In compliance with your Invitation for Bids dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near **250 E. Fireweed Palmer, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of _____ sheet(s), which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Health & Social Services as liquidated damages, and the said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days and to complete the work by **October 31, 2016**, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **50%** and Performance Bond in the amount of **50%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued

Addenda Number	Date Issued

Addenda Number	Date Issued

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he, nor the firm, association, or corporation of which he is a member, has, 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 this bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed or Printed Name and Title

Phone Number

Fax Number

Email Address

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Note:

All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. The products listed by the Bidder on this worksheet have been selected for the referenced project from the "Alaska Product Preference List" which was in force 30 days prior to the advertisement date of this contract.

Bidders may obtain a copy of the appropriate listing "Alaska Preference List" by contacting their local DCED office or by writing: Dept. of Commerce & Economic Development, Alaska Products Preference Listing, P.O. Box D, Juneau, AK 99811.

BIDDERS INSTRUCTIONS:

A. General. The Contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation accordingly.

B. Form Completion - BASIC BIDS.

(1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.

(2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.

(3) For each suitable product submitted under the "Basic Bid" enter:

- ! the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
- ! the company name of the Alaska producer under the heading "MANUFACTURER", and,
- ! the product class (I, II, or III) and preference percentage (3, 5, or 7%, respectively) under the "CLASS/%" heading.

(4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:

- ! under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work), and
- ! the resulting preference--ie.: the preference percentage times the total declared value amount -- under the heading "REDUCTION AMOUNT".

(5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page #__SUB" in front of the word "TOTAL" and on the first entry line of the following page enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".

(6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".

(7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.

(8) Compute a Grand Total for the Basic Bid Preference. Enter this amount on the final page of the worksheet and at line or column "C" on the Bid Schedule or Bid Schedule Summary Sheet as appropriate. Submit worksheet(s) with Bid Schedule Summary Sheet.

C. Forms Completion - ALTERNATE BIDS.

(1) Enter project number and name, the words "ALTERNATE BID #_____", and CONTRACTOR'S name in the heading of each page as provided.

(2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #_____", and repeat procedures 2 through 5 under part B of these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #_____".

(3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #_____-SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.

(4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".

(5) Beginning on the next line enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (ie. "Prehung Doors by Alaska Door Co. in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage.) Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the product has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.

(6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FORM BASIC BID --SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.

(7) At the bottom of the final page enter the words "ALTERNATE BID #____PREFERENCE GRAND" immediately before the word "TOTAL".

(8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #_____) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page as provided and at the corresponding line in column "C" on the Bid Schedule Summary Sheet. Submit worksheet(s) with the Bid Schedule Summary Sheet.

(9) A separate listing for each alternate bid is required.



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

BID BOND

For

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.
See Instructions on Reverse			
Corporate Seal			

CORPORATE SURETY(IES)

Surety A	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety B	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety C	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

BID SCHEDULE

Project: **Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C**

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", "Supplementary Information to Bidders", and the following:

The Bidder shall insert a fixed price in figures opposite each pay item that appears in the bid schedule to furnish all labor, material, equipment, supervision, and provide all work for each item listed. No price is to be entered or tendered for any item not appearing in the bid schedule. Conditioned or qualified bids will be considered non-responsive.

PAY ITEM	DESCRIPTION OF PAY ITEM	TOTAL BID PRICE, IN FIGURES
----------	-------------------------	-----------------------------

1. BASIC BID All work described in the Specifications and Construction Documents for the Project # **ANC 17-01C**

- | | | |
|----|--|---------|
| a. | Lump Sum Total Basic Bid | \$_____ |
| b. | Alaska Bidder's Preference - (5% of Basic Bid) | \$_____ |
| c. | Alaska Veterans Preference - 5% of Basic Bid
(May not exceed \$5,000) | \$_____ |
| d. | Alaska Products Preference - (Attach worksheet(s)) | \$_____ |
| e. | Adjusted Basic Bid: (a – b – c – d) | \$_____ |

Contractor's Name (Printed)

Alaska Contractor's Registration #

Expires

Alaska Business License #

Expires



STATE OF ALASKA
DEPARTMENT OF HEALTH AND SOCIAL SERVICES

BID MODIFICATION

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

Modification Number: _____

Note: All revisions shall be made to the unadjusted bid amount(s).

Changes to the adjusted bid amounts will be computed by the Department.

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-
		N/A	

TOTAL REVISION: \$ _____

Name of Bidding Firm

Responsible Party Signature

Date

This form may be duplicated if additional pages are needed.



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

SUBCONTRACTOR LIST

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable:

☐ All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

OR

☐ Subcontractor List is as follows:

FIRM NAME, ADDRESS, & PHONE No.	AK BUSINESS LICENSE No. & CONTRACTOR'S REGISTRATION No.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

I hereby certify the listed Alaska Business licenses and Contractor's registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

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

Date

Phone Number

FIRM NAME, ADDRESS, & PHONE No.	AK BUSINESS LICENSE No. & CONTRACTOR'S REGISTRATION No.	SCOPE OF WORK TO BE PERFORMED



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

CONSTRUCTION CONTRACT

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF HEALTH & SOCIAL SERVICES, herein called the Department, acting by and through its 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.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, 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 at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

_____ Dollars
(\$ _____), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents 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 Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department 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 Department. 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 Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **October 31, 2016**. 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 Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department 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 Department shall have the right to recover **Three Hundred Twenty Five** dollars (\$325.00) 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 deduction to 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.

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

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed or Printed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES**

Signature of Contracting Officer

Typed or Printed Name

Date



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

PERFORMANCE BOND

Bond No. _____

For

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of
Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Health & Social Services Authorized Representative

Date

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

PAYMENT BOND

Bond No. _____

For

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Health & Social Services Authorized Representative

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES

CONTRACTOR’S QUESTIONNAIRE

Alaska Veterans & Pioneer Home Partial Re-Roof ANC 17-01C

Project Name and Number

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?
[] No [] Yes If YES, explain:

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

B. EQUIPMENT

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

ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE

2. What percent of the total value of this contract do you intend to subcontract? _____ %

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

4. Do you propose to rent any equipment for this work?
☐ No ☐ Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?
☐ Yes ☐ No If NO, please explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
☐ Yes ☐ No

Describe the most recent or current contract, its 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.

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

Name of Contractor

Name and Title of Person Signing

Signature

Date

**STATE OF ALASKA
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DOCUMENT 00700 - ISSUED JULY 1985**

**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR
BUILDINGS**

- ARTICLE 1 - DEFINITIONS**
- ARTICLE 2 - AUTHORITIES AND LIMITATIONS**
- 2.1 Authorities and Limitations
- 2.2 Evaluations by Contracting Officer
- 2.3 Means and Methods
- 2.4 Visits to Site
- ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**
- 3.1 Incomplete Contract Documents
- 3.2 Copies of Contract Documents
- 3.3 Scope of Work
- 3.4 Intent of Contract Documents
- 3.5 Discrepancy in Contract Documents
- 3.6 Clarifications and Interpretations
- 3.7 Reuse of Documents
- ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS**
- 4.1 Availability of Lands
- 4.2 Visit to Site/Place of Business
- 4.3 Explorations and Reports
- 4.4 Utilities
- 4.5 Damaged Utilities
- 4.6 Utilities Not Shown or Indicated
- 4.7 Survey Control
- ARTICLE 5 - BONDS AND INSURANCE**
- 5.1 Delivery of Bonds
- 5.2 Bonds
- 5.3 Replacement of Bond and Surety
- 5.4 Insurance Requirements
- 5.5 Indemnification
- ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**
- 6.1 Supervision of Work
- 6.2 Superintendence by CONTRACTOR
- 6.3 Character of Workers
- 6.4 CONTRACTOR to Furnish
- 6.5 Materials and Equipment
- 6.6 Anticipated Schedules
- 6.7 Finalizing Schedules¹
- 6.8 Adjusting Schedules
- 6.9 Substitutes or "Or-Equal" Items
- 6.10 Substitute Means and Methods
- 6.11 Evaluation of Substitution
- 6.12 Dividing the Work
- 6.13 Subcontractors
- 6.14 Use of Premises
- 6.15 Structural Loading
- 6.16 Record Documents
- 6.17 Safety and Protection

	6.18	Safety Representative
	6.19	Emergencies
	6.20	Shop Drawings and Samples
	6.21	Shop Drawing and Sample Review
	6.22	Maintenance During Construction
	6.23	Continuing the Work
	6.24	Consent to Assignment
	6.25	Use of Explosives
	6.26	CONTRACTOR's Records
ARTICLE	7 -	LAWS AND REGULATIONS
	7.1	Laws to be Observed
	7.2	Permits, Licenses, and Taxes
	7.3	Patented Devices, Materials and Processes
	7.4	Compliance of Specifications and Drawings
	7.5	Accident Prevention
	7.6	Sanitary Provisions
	7.7	Business Registration
	7.8	Professional Registration and Certification
	7.9	Local Building Codes
	7.10	Air Quality Control
	7.11	Archaeological or Paleontological Discoveries
	7.12	Applicable Alaska Preferences
	7.13	Preferential Employment
	7.14	Wages and Hours of Labor
	7.15	Overtime Work Hours and Compensation
	7.16	Covenant Against Contingent Fees
	7.17	Officials Not to Benefit
	7.18	Personal Liability of Public Officials
ARTICLE	8 -	OTHER WORK
	8.1	Related Work at Site
	8.2	Access, Cutting, and Patching
	8.3	Defective Work by Others
	8.4	Coordination
ARTICLE	9 -	CHANGES
	9.1	DEPARTMENT's Right to Change
	9.2	Authorization of Changes within the General Scope
	9.3	Directive
	9.4	Change Order
	9.5	Shop Drawing Variations
	9.6	Changes Outside the General Scope; Supplemental Agreement
	9.7	Unauthorized Work
	9.8	Notification of Surety
	9.9	Differing Site Conditions
ARTICLE	10-	CONTRACT PRICE; COMPUTATION AND CHANGE
	10.1	Contract Price
	10.2	Claim for Price Change
	10.3	Change Order Price Determination
	10.4	Cost of the Work
	10.5	Excluded Costs
	10.6	CONTRACTOR's Fee
	10.7	Cost Breakdown
	10.8	Cash Allowances
	10.9	Unit Price Work
	10.10	Determinations for Unit Prices

10.11 Disadvantaged and Women Business Enterprises (DBE and WBE) Program

ARTICLE 11- CONTRACT TIME, COMPUTATION AND CHANGE

- 11.1 Commencement of Contract Time; Notice to Proceed
- 11.2 Starting the Work
- 11.3 Computation of Contract Time
- 11.4 Time Change
- 11.5 Extension Due to Delays
- 11.6 Essence of Contract
- 11.7 Reasonable Completion Time
- 11.8 Delay Damages

ARTICLE 12 - QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 Uncovering Work
- 12.5 DEPARTMENT May Stop the Work
- 12.6 Correction or Removal of Defective Work
- 12.7 One Year Correction Period
- 12.8 Acceptance of Defective Work
- 12.9 DEPARTMENT may Correct Defective Work

ARTICLE 13- PAYMENTS TO CONTRACTOR AND COMPLETION

- 13.1 Schedule of Values
- 13.2 Preliminary Payments
- 13.3 Application for Progress Payment
- 13.4 Review of Applications for Progress Payments
- 13.5 Stored Materials and Equipment
- 13.6 CONTRACTOR's Warranty of Title
- 13.7 Withholding of Payments
- 13.8 Retainage
- 13.9 Request for Release of funds
- 13.10 Substantial Completion
- 13.11 Access Following Substantial Completion
- 13.12 Final Inspection
- 13.13 Final Completion and Application for Payment
- 13.14 Final Payment
- 13.15 Final Acceptance
- 13.16 CONTRACTOR's Continuing Obligation
- 13.17 Waiver of Claims by CONTRACTOR
- 13.18 No Waiver of Legal Rights

ARTICLE 14- SUSPENSION OF WORK AND TERMINATION

- 14.1 DEPARTMENT May Suspend Work
- 14.2 Default of Contract
- 14.3 Rights or Remedies
- 14.4 Convenience Termination

ARTICLE 15- CLAIMS AND DISPUTES

- 15.1 Notification
- 15.2 Presenting Claim
- 15.3 Claim Validity, Additional Information & Project Manager's Action
- 15.4 Contracting Officer's Decision

ACKNOWLEDGMENT

"The State of Alaska, General Conditions of the Construction Contract for Buildings " is based on the "Standard General Conditions of the Construction Contract" as published by the National Society of Professional Engineers (document number 1910-8, 1983 edition) on behalf of the Engineers Joint Construction Documents Committee. Portions of the NSPE General Conditions are reprinted herein by the express permission of NSPE. Modifications to the NSPE text are made to provide for State laws, regulations, and established procedures.

The granting of permission by NSPE to allow the State of Alaska to preprint portions of the NSPE document 1910-8, 1983 edition does not constitute approval of the State of Alaska General Conditions of the Construction Contract for Buildings.

ARTICLE 1 - DEFINITIONS

Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated which are applicable to both the singular and plural thereof. Working titles which have a masculine gender, are intended to refer to persons of either sex.

Terms not defined below shall have their ordinary accepted meanings within the context which they are used. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are capitalized throughout these General Conditions.

Addenda - All clarifications, corrections, or changes issued graphically or in writing by the DEPARTMENT after the Advertisement but prior to the opening of Proposals.

Advertisement - The public announcement, as required by law, inviting bids for Work to be performed or materials to be furnished.

Application for Payment - The form provided by the DEPARTMENT which is to be used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval - Means written approval by the Contracting Officer or his authorized representative as defined in Article 2.1.

A.S - Initials which stand for Alaska Statute.

Award - The acceptance, by the DEPARTMENT, of the successful bid.

Bid Bond - A type of Proposal Guaranty.

Bidder - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the DEPARTMENT directing changes to the Contract Documents, within their general scope.

Conditions of the Contract - Those portions of the Contract Documents which define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other conditions.

Consultant - The person, firm, or corporation retained directly by the DEPARTMENT to prepare Contract Documents, perform construction administration services, or other Project related services.

Contingent Sum Work Item - When the bid schedule contains a Contingent Sum Work Item, the Work covered shall be performed only upon the written Directive of the Project Manager. Payment shall be made as provided in the Directive.

Contract - The written agreement between the DEPARTMENT and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

Contract Documents - The Contract form, Addenda, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings furnished by the DEPARTMENT to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer, for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Contracting Officer - The person authorized by the Commissioner to enter into and administer the Contract on behalf of the DEPARTMENT. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the construction Contract.

CONTRACTOR - The individual, firm, corporation or any acceptable combination thereof, contracting with the DEPARTMENT for performance of the Work.

Contract Price - The total moneys payable by the DEPARTMENT to the CONTRACTOR under the terms of the Contract Documents.

Contract Time - The number of Calendar Days or the date specified in the construction Contract and authorized time extensions which identify how much time the CONTRACTOR is allowed to achieve Final Completion.

Controlling Item - Any feature of the Work considered at the time by the Contracting Officer as essential to the orderly completion of the Work and which, if delayed, will delay the time of Final Completion of the Contract (such as an item of Work on the critical path of a network schedule).

Defective - An adjective which refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or Approval referred to in the Contract Documents, or has been damaged prior to the DEPARTMENT's Approval.

DEPARTMENT - The Alaska Department of Health and Social Services. References to "Owner", "State", "Contracting Agency", mean the DEPARTMENT.

Directive - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

Drawings - The Drawings which show the character and scope of the Work to be performed and which have been furnished by the DEPARTMENT or the DEPARTMENT's Consultant and are by reference made a part of the Contract Documents.

Effective Date of the Contract - The date on which the Contract is fully executed by both CONTRACTOR and the DEPARTMENT.

Final Acceptance - The DEPARTMENT's written acceptance of the Work following Final Completion and the performance of all Contract requirements by the CONTRACTOR.

Final Completion - The Project (or specified part thereof) has progressed to the point that all required Work is complete as determined by the Contracting Officer.

General Requirements - Sections of Division I of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

Holidays - In the State of Alaska, Legal Holidays occur on:

1. New Years Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the Holiday should fall on a Sunday, except (12) above, Sunday and the following Monday are both legal Holidays. See Title 44, Alaska Statutes.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Invitation for Bids - A portion of the bidding documents soliciting bids for the Work to be performed.

Notice of Intent to Award - The written notice by the DEPARTMENT to all Bidders identifying the apparent successful Bidder and establishing the DEPARTMENT's intent to execute the Contract when all conditions required for execution of the Contract are met.

Notice to Proceed - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

Payment Bond - The security furnished by the CONTRACTOR and his Surety to guarantee payment of the debts covered by the bond.

Performance Bond - The security furnished by the CONTRACTOR and his Surety to guarantee performance and completion of the Work in accordance with the Contract.

Project - The total construction, of which the Work performed under the Contract Documents is the whole or a part, where such total construction may be performed by more than one CONTRACTOR.

Project Manager - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

Proposal - The offer of a Bidder, on the prescribed forms, to perform the Work at the prices quoted.

Proposal Guaranty - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if his Proposal is accepted by the DEPARTMENT.

Regulatory Requirements - Laws, rules, regulations, ordinances, codes and/or orders.

Schedule of Values - The DEPARTMENT's document, submitted by the CONTRACTOR and reviewed by the Contracting Officer, which shall serve as the basis for computing payment and for establishing the value of separate items of Work which comprise the Contract Price.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR or any other Subcontractor sublets part of the Contract.

Substantial Completion - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Contracting Officer, as evidenced by the DEPARTMENT's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - A written agreement between the CONTRACTOR and the DEPARTMENT covering work that is not within the general scope of the Contract.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, distributor, materialman or vendor of materials or equipment.

Surety - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

Unit Price Work - Work to be paid for on the basis of unit prices.

Using Agency - The entity who will occupy or use the completed Project.

Work - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

ARTICLE 2 - AUTHORIZATION AND LIMITATIONS

2.1 Authorities and Limitations

2.1.1 The Contracting Officer alone, shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents, except that the Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Contracting Officer or designate additional representatives, specifying the extent of their authority to act for the Contracting Officer; a copy of each document vesting additional authority in or removing that authority from an authorized representative or designating an additional authorized representative shall be furnished to the CONTRACTOR. The head of the Contracting Agency reserves the right to appoint a new Contracting Officer without affecting any of the CONTRACTOR's obligations to the DEPARTMENT under this Contract.

2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The

CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.

- 2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the DEPARTMENT as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.
- 2.1.4 The term "Contracting Officer" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Contracting Officer when authorized in accordance with Paragraph 2.1.1.

2.2 Evaluations by Contracting Officer:

- 2.2.1 The Contracting Officer will decide all questions which may arise as to:
 - a. Quality and acceptability of materials furnished;
 - b. Quality and acceptability of Work performed;
 - c. Compliance with the schedule of progress;
 - d. Interpretation of Contract Documents;
 - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".

When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).
- 2.2.3 The use of any such term or adjective shall not be effective to assign to the DEPARTMENT any duty of authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

2.3 Means & Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

2.4 Visits to Site/Place of Business:

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

The submission of a bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The DEPARTMENT expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.

3.2 Copies of Contract Documents:

The DEPARTMENT shall furnish to the CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work:

The Contract Documents comprise the entire Contract between the DEPARTMENT and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

3.4 Intent of Contract Documents:

- 3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.
- 3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the DEPARTMENT and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

- 3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the DEPARTMENT for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.5.2 Discrepancy - Order of Precedence:

When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

- Contents of Addenda
- Supplementary Conditions
- General Conditions
- General Requirements
- Technical Specifications
- Drawings
- Recorded dimensions will govern over scaled dimensions
- Large scale details over small scale details
- Schedules over plans
- Architectural drawings over structural drawings Structural drawings over mechanical and electrical drawings

3.6 Clarifications and Interpretations:

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3.7 Reuse of Documents:

Neither the CONTRACTOR nor any Subcontractor, or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the DEPARTMENT shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the DEPARTMENT and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the DEPARTMENT.

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

The DEPARTMENT shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the DEPARTMENT, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Visit to Site:

The submission of a bid by the CONTRACTOR is considered a representation that the CONTRACTOR has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

4.3 Explorations and Reports:

1. Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the DEPARTMENT in preparation of the Contract Documents. The CONTRACTOR may for his purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4

and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

2. Hazardous Materials:

The CONTRACTOR is to be aware under 29 CFR 1926.1101(k)(2)(ii) Construction Industry Standards, any building or facility constructed prior to 1980 may contain suspected Hazardous Materials. All known or perceived known Hazardous Materials information will be provided by the DEPARTMENT's facility staff to the CONTRACTOR upon request. Any new suspected Hazardous Materials encountered by the CONTRACTOR shall be made known to the DEPARTMENT within 3 business days of discovery. Once notified the DEPARTMENT will have an Environmental Assessment completed to verify if hazardous materials exist.

4.4 Utilities:

The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the DEPARTMENT by the owners of such underground utilities.

4.4.2 The CONTRACTOR shall have full responsibility for:

- a. Reviewing and checking all information and data concerning utilities.
- b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.
- c. Coordination of the Work with the owners of all utilities during construction.
- d. Safety and protection of all utilities as provided in paragraph 6.17.
- e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.

4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service has been approved by the local fire authority.

4.5 Damaged Utilities:

When utilities are damaged by the CONTRACTOR, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the DEPARTMENT, all materials, equipment and labor necessary to complete repair of the damage:

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.
- d. All visible utilities.
- e. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

4.6 Utilities Not Shown or Indicated:

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground utility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented in accordance with paragraph 9.2 and to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

4.7 Survey Control:

The DEPARTMENT will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes will be provided the DEPARTMENT on a weekly basis with variations between the Contract Documents and actual field conditions identified. Survey notes are to be in a format acceptable to the DEPARTMENT.

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds:

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

5.2 Bonds:

- 5.2.1 The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the DEPARTMENT (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.
- 5.2.2 At the option of the CONTRACTOR, bonds may be provided by individual Surety the adequacy of which shall be determined by the Contracting Officer. Any costs incurred by the CONTRACTOR or individual Surety shall be borne by the CONTRACTOR. Where individual Sureties are used, two individual Sureties must each provide the State of Alaska with security equal to the amount of each bond by one, or a combination of, the following methods:
 - a. Escrow account in the name of the DEPARTMENT for the duration of the Contract. Acceptable securities would include, but not necessarily be limited to: Cash; treasury notes; bearer instruments having a specific value, or; money market certificates.
 - b. First *Deed of Trust* with the DEPARTMENT designated as beneficiary, against the unencumbered value of the 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 interests to that of the State of Alaska in the real property which has been offered by the individual Surety.

A title insurance policy with the State of Alaska as a named beneficiary and a current (within 3 months) professional appraisal or assessed valuation will be required to ascertain the true value of the property offered as collateral. If buildings or other valued improvements are involved then fire and casualty insurance with the State of Alaska as a named insured and in limits and coverages acceptable to the Contracting Officer shall be required. The appraiser shall acknowledge in writing that the appraisal is prepared for the benefit of the DEPARTMENT and the DEPARTMENT has the right to rely on its contents. This *Deed* must be recorded in the recording office where the property is located.

With respect to clauses "a" and "b" above the *Deed of Trust* or other accepted security shall not be released until 12 months after Final Acceptance of the Project and settlement of all outstanding claims.

5.3 Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract 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 5.2, or otherwise becomes unacceptable to the DEPARTMENT, or if any such Surety fails to furnish reports as to his financial condition as requested by the DEPARTMENT, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to DEPARTMENT.

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 DEPARTMENT may, at its option, accept substitute collateral.

5.4 Insurance Requirements:

5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the DEPARTMENT covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of Work under this agreement the following policies of insurance. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

a. Worker's Compensation Insurance:

The Contractor shall provide and maintain, for all employees engaged in work under this contract, statutory limits coverage as required by AS 23.30.045.

The policy must waive subrogation against the State and include Employer's Liability Protection with policy limits not less than:

\$500,000 each accident,
\$500,000 each disease.

b. Commercial General Liability Insurance: on an occurrence policy form covering all operations by or on behalf of the CONTRACTOR with combined single limits not less than:

\$1,000,000 each occurrence
\$1,000,000 for Personal Injury Liability

\$2,000,000 aggregate for Products-Completed Operations

\$2,000,000 general aggregate

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

- c. Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with combined single limits not less than:

\$1,000,000 each occurrence

- d. Builder's Risk Insurance: Not applicable.

In addition to providing the above coverages the CONTRACTOR shall require that all indemnities obtained from any SUBCONTRACTORS be extended to include the State as an additional named indemnitee. CONTRACTOR shall further require that the State be named as an additional insured on all liability insurance policies maintained by all SUBCONTRACTORS under their contracts with CONTRACTOR, and that an appropriate waiver of subrogation in favor of the State be obtained with respect to all other insurance policies.

- e. Other Coverages: As specified in the Supplementary Conditions.

- 5.4.3 All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract.

Evidence of Insurance, consisting of a certificate of insurance or the policy declaration page with required endorsements attached thereto - all of which have been executed by the insurer's representative and issued to the DEPARTMENT - shall denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Evidence of Insurance must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions.

Evidence pertaining to Worker's Compensation, Commercial General Liability, or Automobile Liability is required for Award. All other coverages shall be evidenced prior to commencement of WORK. Acceptance by the DEPARTMENT of deficient evidence does not constitute a waiver of Contract requirements as provided for the Conditions of the Contract.

If a certificate of insurance is submitted as evidence it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Contract Name and Number, and Project Number)."

5.5 Indemnification:

The CONTRACTOR shall indemnify, save harmless, and defend the DEPARTMENT, its agents and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR or SUBCONTRACTOR's performance of WORK under this Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the DEPARTMENT's negligence.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work:

The CONTRACTOR shall supervise 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. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2 Superintendence by CONTRACTOR:

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the DEPARTMENT. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

6.3 Character of Workers:

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

6.4 CONTRACTOR to Furnish:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance testing, start-up and completion of the Work.

6.5 Materials and Equipment:

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

6.6 Anticipated Schedules:

- 6.6.1 Within reasonable time prior to the preconstruction conference the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.
- 6.6.2 Within fifteen days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review:

Anticipated schedule of Shop Drawing submissions; and

Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit

applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

6.7 Finalizing Schedules:

Prior to processing the first Application for Payment the Contracting Officer and the CONTRACTOR will finalize schedules required by paragraph 6.6. The finalized progress schedule will be acceptable to the DEPARTMENT as providing information related to the orderly progression of the Work to completion within the Contract Time; but such acceptance will neither impose on the DEPARTMENT nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acknowledgment by the DEPARTMENT as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acknowledgment by the DEPARTMENT as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the DEPARTMENT or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the prosecution of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request the CONTRACTOR shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

6.9 Substitutes or "Or-Equal" Items:

- 6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.
- 6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.
- 6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the DEPARTMENT for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
- 6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed substitute. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.

6.10 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.9 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written Approval which will be evidenced by either a Change Order or a Shop Drawing Approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute.

6.12 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.13 Subcontractors:

The CONTRACTOR may utilize the services of appropriately licensed Subcontractors on those parts of the Work which, under normal contracting practices, are performed by Subcontractors, in accordance with the following conditions:

- 6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract. All subcontracts submitted for Approval must contain provisions for payment for Work done by the Subcontractor within 7 days of receipt of payment by the CONTRACTOR. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the DEPARTMENT to reject Defective Work.
- 6.13.2 The CONTRACTOR shall be fully responsible to the DEPARTMENT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- 6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the DEPARTMENT and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.
- 6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the DEPARTMENT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the DEPARTMENT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The DEPARTMENT will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.

- 6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.
- 6.13.6 The CONTRACTOR shall include on his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the DEPARTMENT by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall hold the DEPARTMENT harmless.

6.15 Structural Loading:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.16 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all Approved samples and a counterpart of all Approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.17 Safety and Protection:

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

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

The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and 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. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier

or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.18 Safety Representative:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

6.19 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DEPARTMENT, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the DEPARTMENT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.20 Shop Drawings and Samples:

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and Approval of each such variation. All variations of the proposed Shop Drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed variation. If the variation may result in a change of Contract

Time or Price, or Contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the DEPARTMENT of his intent. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.
- 6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. Approval by the Contracting Officer will not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.
- 6.21.3 The DEPARTMENT shall be responsible for all DEPARTMENT review costs resulting from the initial submission and the resubmittal. The CONTRACTOR shall, at the discretion of the Contracting Agency, pay all review costs incurred by the DEPARTMENT as a result of any additional re-submittals.
- 6.21.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

6.22 Maintenance During Construction:

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

6.23 Continuing the Work:

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the DEPARTMENT. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

6.24 Consent to Assignment:

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.25 Use of Explosives:

- 6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.
- 6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.
- 6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.26 CONTRACTOR's Records:

- 6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.
- 6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.
- 6.26.3 Records of all communications between the DEPARTMENT and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The DEPARTMENT or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed

The CONTRACTOR shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the DEPARTMENT and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the DEPARTMENT shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all federal, state and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the DEPARTMENT under this Contract.

- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the *Release of Contract*) will be verified with the Department of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the DEPARTMENT, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the DEPARTMENT for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 Compliance of Specifications and Drawings:

If the CONTRACTOR observes that the Specifications and Drawings supplied by the DEPARTMENT are at variance with any Regulatory Requirements, CONTRACTOR shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the DEPARTMENT are in accordance with such Regulatory Requirements.

7.5 Accident Prevention:

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 Sanitary Provisions:

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and DEPARTMENT representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

7.7 Business Registration:

Comply with AS 08.18.011, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or venturers whose name appears in the name under which the partnership or venture does business is registered."

7.8 Professional Registration and Certification:

All craft trades, architects, engineers and land surveyors, electrical administrators, and explosive handlers employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, and 08.52. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

7.9 Local Building Codes:

The CONTRACTOR shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes to include the obtaining of required permits.

7.10 Air Quality Control:

The CONTRACTOR shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

7.11 Archaeological or Paleontological Discoveries:

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra Work, such shall be covered by an appropriate Contract change document.

7.12 Applicable Alaska Preferences:

- 7.12.1 In determining the low bidder for State funded projects, a 5% bid preference has been given to "Alaska bidders", as required under AS 36.30.170. "Alaska bidder" means a person who:
- (1) holds a current Alaska business license;
 - (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license
 - (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
 - (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and
 - (5) if a joint venture, is composed entirely of ventures that qualify under (1) through (4), above.
- 7.12.2 In determining the low bidder for State funded projects, a 5% bid preference has been given to "Alaska Veteran bidders", as required under AS 36.30.175 for Alaska veteran-owned businesses. To qualify for the Veterans Preference (per AS 36.30.175), the bidder must:
- (1) Qualify for the Alaska Bidder's Preference
 - (2) Add value by actually performing the services or have prior experience in selling the supplies
 - (3) Qualify as an Alaska Veteran
 - (4) The value of the preference cannot exceed \$5,000.
- 7.12.3 In determining the low bidder for State funded projects, an "Alaska products" preference has been given as required under AS 36.30.326 - 36.30.332, when the bid documents designate the use of Alaska products. If the successful Bidder/CONTRACTOR proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful Bidder/CONTRACTOR in an amount equal to the product preference percentage granted to the successful Bidder/CONTRACTOR plus one percent multiplied by the total declared value of the Alaska products proposed but not used.
- 7.12.4 Pursuant to AS 36.15.050 and AS 36.30.322, "agricultural/wood" products harvested in Alaska shall be used in State funded projects whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state, when such products are not utilized, the CONTRACTOR shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The CONTRACTOR's use of agricultural/wood products that fail to meet the requirements of this section shall be subject to the provisions of paragraphs 12.6 through 12.9 relating to Defective Work.
- 7.12.5 The CONTRACTOR shall maintain records, in a format acceptable to the Contracting Officer, which establish the type and extent of "agricultural/wood" and "Alaska" products utilized. All record keeping and documentation associated with the requirements 7.12.2 and 7.12.3 of this paragraph, must be provided to the DEPARTMENT upon written request or as otherwise provided within the Contract Documents.

7.13 Preferential Employment:

The CONTRACTOR shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract. In order to ensure that CONTRACTOR's Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the CONTRACTOR shall include in its contracts with Subcontractors under this Contract language that is substantially the same as the first sentence of this provision.

7.14 Wages and Hours of Labor:

7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor and, upon request, to the Contracting Officer to assure to assure compliance with AS 36.05.040, *Filing Schedule of Employees Wages Paid and Other Information*. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the Work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR's certified payrolls.

7.14.2 The following labor provisions shall also apply to this Contract:

- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. 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;
- d. the DEPARTMENT 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
 1. The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 2. The rates of wages in fact received by laborers, mechanics or field surveyors.

7.15 Overtime Work Hours and Compensation:

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060 -110, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the *Contract Work Hours and Safety Standards Act* unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the DEPARTMENT for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.16 Covenant Against Contingent Fees:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the

DEPARTMENT shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.17 Officials Not to Benefit:

No member of or delegate to the U.S. Congress, the Alaska State Legislature or other state official shall be admitted to any share or part of this Contract, nor to any benefit that may arise there from. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

7.18 Personal Liability of Public Officials:

In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Contracting Officer by the Contract, there will be no liability upon the Contracting Officer nor upon state employees authorized as his representatives, either personally or as officials of the State of Alaska, it being always understood that in such matters they act as agents and representatives of the DEPARTMENT.

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site:

- 8.1.1 The DEPARTMENT reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the DEPARTMENT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

8.2 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the DEPARTMENT (or the DEPARTMENT, if the DEPARTMENT is performing the additional work with the DEPARTMENT's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the DEPARTMENT and other contractors.

8.3 Defective Work by Others:

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

8.4 Coordination:

If the DEPARTMENT contracts with others for the performance of other work at the site, Contracting Officer will have authority and responsibility for coordination of the activities among the various prime contractors.

ARTICLE 9 - CHANGES

9.1 DEPARTMENT's Right to Change

Without invalidating the Contract and without notice to any Surety, the DEPARTMENT may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In State-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

9.2 Authorization of Changes within the General Scope.

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized by one or more of following ways:

- 9.2.1 Directive (pursuant to paragraph 9.3)
- 9.2.2 A Change Order (pursuant to paragraph 9.4)
- 9.2.3 DEPARTMENT's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

9.3 Directive

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer 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 Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.19).
- 9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.
- 9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of

an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the work basis" as provided in 10.4

9.4 Change Order

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the 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. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11.

9.5 Shop Drawing Variations

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

9.6 Changes Outside the General Scope; Supplemental Agreement

Any change which is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by a Supplemental Agreement signed by the appropriate representatives of the DEPARTMENT and the CONTRACTOR.

9.7 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

9.8 Notification of Surety:

If notice 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 Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable bond will be adjusted accordingly.

9.9 Differing Site Conditions:

- 9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- 9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of

such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or Supplemental Agreement.

10.2 Claim for Price Change:

Any claim for an increase or decrease in the Contract Price shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless notice requirements of this Contract have been met.

10.3 Change Order Price Determination:

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

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).
- 10.3.2 By mutual acceptance of a lump sum price which includes overhead and profit.
- 10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the "cost of the work" (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.6).
- 10.3.4 Before a Change Order or Supplemental Agreement is Approved, the CONTRACTOR shall submit cost or pricing data regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

10.4 Cost of the Work:

The term "cost of the work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the DEPARTMENT, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in subparagraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the DEPARTMENT and the CONTRACTOR. 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the DEPARTMENT.
- 10.4.2 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 the CONTRACTOR unless the DEPARTMENT deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the

DEPARTMENT. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the DEPARTMENT, and the CONTRACTOR shall make provisions so that they may be obtained.

- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the DEPARTMENT, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the DEPARTMENT who will then determine which quotes will be accepted. If a 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" shall be determined in the same manner as the CONTRACTOR's "cost of work" as described in paragraphs 10.4 through 10.5; and the Subcontractor's fee shall be established as provided for under subparagraph 10.6.2 clause b. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- 10.4.5 Supplemental costs including the following:
- a. The proportion of necessary transportation, travel and subsistence expenses of the 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 the CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements Approved by the DEPARTMENT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with 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 or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
 - e. Deposits lost for causes other than negligence of the 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), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the 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 the DEPARTMENT. No such losses, damages and expenses shall be included in the "cost of the work" for the purpose of determining the CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
 - 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, expressage and similar petty cash items in connection with the Work.
 - I. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the DEPARTMENT in accordance with Article 5.

10.5 Excluded Costs:

The term "cost of the work" shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.i above).
- 10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR's Fee:

The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows.

- 10.6.1 A mutually acceptable fixed fee; or if none can be agreed upon.
- 10.6.2 A fee based on the following percentages of the various portions of the "cost of the work":
 - a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's fee shall be twenty percent;
 - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors and multiple tiers thereof shall be fifteen percent;
 - c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
 - d. The amount of credit to be allowed by the CONTRACTOR to the DEPARTMENT for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an amount equal to ten percent of the net decrease; and
 - e. 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 10.6.2.a through 10.6.2.d, inclusive.

10.7 Cost Breakdown:

Whenever the cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in a form acceptable to the DEPARTMENT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances:

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 done by such Subcontractors or Suppliers and for such

sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

- 10.8.1 The 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
- 10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

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

10.9 Unit Price Work:

- 10.9.1 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 established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. 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 the CONTRACTOR will be made by the DEPARTMENT in accordance with paragraph 10.10.
- 10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.
- 10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted; except as provided below:
 - a. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more than 25 percent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above 125 percent of the quantity stated in the bid schedule.
 - b. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally bid for the item.

10.10 Determinations for Unit Prices:

The Contracting Officer will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Contracting Officer will review with the CONTRACTOR preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Contracting Officer's acknowledgment thereof will be final and binding on the CONTRACTOR, unless, within 10 days after the date of any such decisions, the CONTRACTOR delivers to the Contracting Officer written notice of intention to appeal from such a decision.

10.11 Disadvantaged and Women Business Enterprises (DBE & WBE) Program:

The Contract Price shall be adjusted by such means as provided in the section entitled "Phase III - Determination of Liquidated Damages and Bonuses", DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE (DBE & WBE) PROGRAM, Form 25A300.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 Starting the Work:

No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after Award has been made, to permit him to order long lead materials which could cause delays in Project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 Computation of Contract Time:

- 11.3.1 When the Contract Time is specified on a Calendar Day basis, all Work under the Contract shall be completed within the number of Calendar Days specified. The count of Contract Time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein.

Calendar Days shall continue to be counted against Contract Time until and including the date of Final Completion of the Work.

- 11.3.2 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Final Completion.

11.4 Time Change:

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the DEPARTMENT in its contractual capacity, acts of another contractor in the performance of a contract with the DEPARTMENT, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract:

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

11.7 Reasonable Completion Time:

It is expressly understood and agreed by and between the CONTRACTOR and the DEPARTMENT that the date of beginning and the time for Final Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages:

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his Sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time.

Liquidated and actual damages for delay shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT in the amount as specified in the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the time required by the Contract, or any extension thereof. If a listing of incidents resulting from a delay and expected to give rise to actual or liquidated damages is not established by the Contract Documents, then the CONTRACTOR and his Surety shall be liable to the DEPARTMENT for any actual damages occasioned by such delay. The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the DEPARTMENT will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated to arise, and include those items enumerated in the Supplementary Conditions.

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or DEPARTMENT costs, fees, and charges related to reprourement. If a default termination occurs, the CONTRACTOR or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

The CONTRACTOR warrants and guarantees to the DEPARTMENT that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this article.

12.2 Access to Work:

The DEPARTMENT and the DEPARTMENT's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections:

- 12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or Approvals.
- 12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with DEPARTMENT's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The DEPARTMENT may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.
- 12.3.4 If any Work (including the work of others) that is to be inspected, tested or Approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.

- 12.3.5 Neither observations nor inspections, tests or Approvals by the DEPARTMENT or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering Work:

- 12.4.1 If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for the Contracting Officer's observation and replaced at the CONTRACTOR's expense.
- 12.4.2 If the Contracting Officer considers it necessary or advisable that covered Work be observed inspected or tested, the CONTRACTOR, at the Contracting Officer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Contracting Officer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be Defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.5 DEPARTMENT May Stop the Work:

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one year after the date of Final Completion or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the CONTRACTOR shall promptly, without cost to the DEPARTMENT and in accordance with the Contracting Officer's written instructions, either correct such Defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the DEPARTMENT may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the DEPARTMENT before Substantial Completion of all the Work, the correction period for that item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

12.8 Acceptance of Defective Work:

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. If the DEPARTMENT has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT.

12.9 DEPARTMENT May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the DEPARTMENT may, after 7 days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the DEPARTMENT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the 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 approved remote storage sites or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the DEPARTMENT in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of time because of any delay in performance of the work attributable to the exercise, by the Contracting Officer, of the DEPARTMENT's rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Contracting Officer. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Preliminary Payments:

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Price as stated in the Contract.

13.3 Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis or twice a month when requested by the CONTRACTOR, but only when the approved invoice exceeds \$10,000.00.

13.4 Review of Applications for Progress Payment:

Contracting Officer will either indicate in writing a recommendation of payment or return the Application for Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

13.5 Stored Materials and Equipment:

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, paid invoice or other documentation warranting that the DEPARTMENT has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the DEPARTMENT's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

13.6 CONTRACTOR's Warranty of Title:

The 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 the DEPARTMENT no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.7 Withholding of Payments:

The DEPARTMENT may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

- 13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.
- 13.7.2 The Contract Price has been reduced by Change Order,
- 13.7.3 The DEPARTMENT has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The DEPARTMENT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the DEPARTMENT or against the funds held by the DEPARTMENT on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the DEPARTMENT to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
- 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage:

At any time the DEPARTMENT finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Contracting Officer finds that satisfactory progress is being made.

13.9 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the DEPARTMENT, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the DEPARTMENT shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

The DEPARTMENT shall be responsible for all DEPARTMENT costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the DEPARTMENT resulting from re-inspections, thereafter.

13.11 Access Following Substantial Completion:

The DEPARTMENT shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the DEPARTMENT shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.12 Final Inspection:

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate Consultant(s) and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the DEPARTMENT resulting from re-inspections.

13.13 Final Completion and Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents; and after the Contracting Officer has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.18, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all remaining certificates, warranties, guarantees, releases, affidavits, and other documentation required by the Contract Documents.

13.14 Final Payment:

- 13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the DEPARTMENT will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.
- 13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, 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 the DEPARTMENT for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.1, 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 the CONTRACTOR to the DEPARTMENT 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.

13.15 Final Acceptance:

Following certification of payment of payroll and revenue taxes, and final payment to the CONTRACTOR, the DEPARTMENT will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.17.

13.16 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the DEPARTMENT, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the DEPARTMENT or Using Agency, nor any act of acceptance by the DEPARTMENT nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the DEPARTMENT will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

13.17 Waiver of Claims by CONTRACTOR:

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the DEPARTMENT other than those previously made in writing and still unsettled.

13.18 No Waiver of Legal Rights:

The DEPARTMENT shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The DEPARTMENT shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the DEPARTMENT, or any representative of the DEPARTMENT, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the DEPARTMENT, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver by the DEPARTMENT of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 DEPARTMENT May Suspend Work:

- 14.1.1 The DEPARTMENT may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefor as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.
- 14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or Approved remote storage sites.

14.2 Default of Contract:

14.2.1 If the CONTRACTOR:

- a. Fails to begin the Work under the Contract within the time specified in the Proposal, or
- b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workmen, suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or
- c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work, or
- d. Discontinues the prosecution of the Work, or
- e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent, except that if the CONTRACTOR declares bankruptcy termination in accordance with all *U.S.C. 362* and/or *11 U.S.C. 365*. In the event the CONTRACTOR declares bankruptcy the CONTRACTOR agrees that the Contract will be assumed or rejected in a timely manner so that the Contract will be completed by the date specified in the Contract Documents, or
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements of any public body having jurisdiction, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Contracting Officer may give notice in writing to the CONTRACTOR and his Surety of such delay, neglect, or default.

- 14.2.2 If the CONTRACTOR or Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the DEPARTMENT may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The DEPARTMENT may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the DEPARTMENT may deem expedient. The DEPARTMENT may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that

in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

- 14.2.3 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the DEPARTMENT for Approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for Approval of subcontracts as stated in the Contract Documents.
- 14.2.4 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefor, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.5 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the DEPARTMENT in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the DEPARTMENT and any amounts due to persons for whose benefit the DEPARTMENT has withheld funds, such excess shall be paid by the DEPARTMENT to the CONTRACTOR. If the damages, costs, and expenses due the DEPARTMENT exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.
- 14.2.6 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

Where the CONTRACTOR's services have been so terminated by the DEPARTMENT, the termination will not affect any rights or remedies of the DEPARTMENT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the DEPARTMENT will not release the CONTRACTOR from liability.

14.4 Convenience Termination:

- 14.4.1 The performance of the Work may be terminated by the DEPARTMENT in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the DEPARTMENT. Any such termination shall be effected by delivery to the CONTRACTOR of a *Notice of Termination*, specifying termination is for the convenience of the DEPARTMENT the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

Immediately upon receipt of a *Notice of Termination* and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:

- a. Stop Work on the date and to the extent specified in the *Notice of Termination*;

- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the *Notice of Termination*;
- d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the DEPARTMENT;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire any interest.

The CONTRACTOR shall proceed immediately with the performance of the above obligations.

- 14.4.2 When the DEPARTMENT orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15 % with materials becoming the property of the DEPARTMENT - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the DEPARTMENT shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancelled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the DEPARTMENT. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.
- 14.4.3 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90 day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- 14.4.4 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the *Notice of Termination*;

- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
 - c. The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.
- 14.4.5 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal.

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:

- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
 - b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,
 - d. All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.6 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability.

Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 Notification:

In addition to the notice requirements set out elsewhere in this Contract, if the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the Contract, the CONTRACTOR shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Project Manager.

The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the claim will be acknowledged in writing by the Project Manager.

The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance of the Contract.

15.2 Presenting Claim:

The claim shall specifically include the following:

- 15.2.1 The act, event or condition giving rise to the claim.

- 15.2.2 The Contract provisions which apply to the claim and under which relief is provided.
- 15.2.3 The item or items of Contract Work affected and how they are affected.
- 15.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

15.3 Claim Validity, Additional Information, and Project Manager's Actions:

The claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the CONTRACTOR for such act, event, or condition. The Project Manager reserves the right to make written request to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the claim. The CONTRACTOR agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contracting Officer for formal written decision.

15.4 Contracting Officer's Decision:

The CONTRACTOR will be furnished the Contracting Officers decision within the next 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final and conclusive unless fraudulent as to the claim or unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Appeals Officer. Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

INDEX TO GENERAL CONDITIONS

A

Article or Paragraph Number

Acceptance of Insurance.....	5.3
Access to the Work.....	8.2; 13.11; 12.2
Actual Damages	11.8
Addenda-definition of.....	Article 1
Advertisement - definition of.....	Article 1
Alaska Agricultural/Wood Products	7.12.3
Alaska Bidder - definition of	7.12.1
Alaska Preferences.....	7.12
Alaska Products	7.12.2
Application for Payment-definition of	Article 1
Application for Payment, Final.....	13.2
Application for Progress Payment	13.3
Application for Progress Payment-review of.....	13.4
Approved or Approval -definition of.....	Article 1
Authorized Minor Variations in Work.....	9.3.2
Availability of Lands	4.1
Award-defined	Article 1

B

Before Starting Construction	11.2
Bid Bonds-definition of.....	Article 1
Bidder-definition of	Article 1
Bonds and insurances-in general.....	Article 5
Bonds, Delivery of.....	5.1
Bonds, Performance and Other.....	5.2
Builder's Risk Insurance ("ALL RISK").....	5.4.3.d

C

Cash Allowances.....	10.8
Change Order-definition of.....	Article 1
Change Orders-to be executed.....	9.4
Changes in the Work.....	9.1
Claims, Waiver of-on Final Payment.....	13.17
Clarifications and Interpretations.....	2.2.1.d; 3.6
Cleaning.....	6.5
Completion, Final	13.14

Completion, Substantial.....	13.10
Conferences, Preconstruction	6.6.1
Conflict, Error, Discrepancy-CONTRACTOR to Report.....	3.5
Construction Machinery, Equipment, etc	6.4
Consultant-definition of.....	Article 1
Continuing the Work	6.23
Contract-definition of	Article 1
Contract Documents-amending and Supplementing.....	9.1; 9.4; 9.6
Contract Documents- definition of	Article 1
Contract Documents-Intent.....	3.4
Contract Documents-Reuse of	3.7
Contract Price, Change of.....	9.4; 9.6; 10.1
Contract Price-definition of	Article 1
Contracting Officer's Authorities and Limitations	2.1
Contracting Officer- definition of.....	Article 1
Contracting Officer's Evaluations	2.2
Contract Time, Change of.....	9.4; 9.6; 11.4
Contract Time, Commencement of.....	11.1
Contract Time-definition of.....	Article 1
CONTRACTOR-definition of	Article 1
CONTRACTOR May Stop Work or Terminate.....	3.5.1; 4.6; 14.4.1
CONTRACTOR'S Continuing Obligation.....	13.5
CONTRACTOR'S Duty to Report Discrepancy in Documents.....	3.5
CONTRACTOR'S Fee-Cost Plus	10.3.3
CONTRACTOR'S Liability Insurance	5.4.3
CONTRACTOR'S Records	6.26
CONTRACTOR'S Responsibilities-in general.....	Article 6
CONTRACTOR'S Warranty to Title.....	13.6
Contractors-other	8.1; 8.2
Contractual Liability Insurance.....	5.4.3.b
Coordination	6.13.5; 8.4
Copies of Contract Documents	3.2
Correction or Removal of Defective Work.....	12.6
Correction Period, One Year	12.7
Correction, Removal or Acceptance of Defective Work-in general	12.6; 12.8
Cost and Pricing Data	10.3.4
Cost-net decrease.....	10.6.2.d; 10.6.2.e
Cost of Work	10.4

Costs, Supplemental.....	10.4.5
--------------------------	--------

D

Day, Calendar-definition of	Article 1
Defective-definition of.....	Article 1
Defective Work, Acceptance of.....	12.8
Defective Work, Correction or Removal of.....	12.6; 12.9
Defective Work-in general.....	12.6; 12.8
Defective Work, Rejecting	12.4.2; 12.5
Definitions	Article 1
Delivery of Bonds.....	5.1
DEPARTMENT-definition of	Article 1
DEPARTMENT May Correct Defective Work.....	12.9
DEPARTMENT May Stop Work.....	12.5
DEPARTMENT May Suspend Work.....	14.1
DEPARTMENT'S Liability Insurance.....	5.4.3.d
DEPARTMENT'S Responsibilities-in general	2.1
DEPARTMENT'S Separate Representative at site	2.1.1; 2.1.3
Determination for Unit Prices	10.10
Differing Site Conditions	9.9
Directive-definition of	Article 1
Directive-to be executed	9.3
Directive-required performance	9.3.5
Disadvantaged and Women Business Enterprise	10.11
Disputes, Decisions by Contracting Officer.....	2.2.1; 15.4
Documents, Copies of Contract	3.2
Documents, Record.....	6.16; 13.13
Documents, Reuse	3.7
Drawings-definition of.....	Article 1

E

Easements	4.1
Effective date of Contract-definition of	Article 1
Emergencies.....	6.19
Equipment, Labor, Materials and.....	6.3; 6.4; 6.5
Equivalent Materials and Equipment.....	6.9
Explorations of physical conditions.....	4.3
Explosives.....	6.25

F

Fee, CONTRACTOR'S-Costs Plus.....	10.3.3
Final Acceptance	13.15
Final Acceptance- definition of	Article 1
Final Completion and Application for Payment	13.13
Final Completion- definition of	Article 1
Final Inspection	13.12
Final Payment	13.14
Final Payment, Processing of.....	13.14

G

General Requirements-definition of.....	Article 1
Giving Notice	3.5.1; 4.4.4; 4.6; 5.4.2; 6.17.3; 6.19; 6.20.4; 7.4; 7.11; 8.1.4; 8.3; 9.3.6; 9.8; 9.9; 10.10; 11.1; 11.2; 11.5; 12.1; 12.3.1; 12.3.4; 12.9; 13.10; 13.12; 14.1.1; 14.2.1 thru 14.2.4; 14.4.1; 14.4.3; 15.1; 15.5
Guarantee of Work-by CONTRACTOR	12.1

I

Indemnification.....	7.1; 7.3; 5.5
Inspection, Final	13.12
Inspection, Tests and	12.3
Install-definition of	Article 1
Insurance, Bonds and- in general.....	Article 5
Insurance, Certification of	5.4.2
Insurance, Completed Operations.....	5.4.3.b
Insurance, CONTRACTOR'S Liability	5.4.3.b
Insurance, Contractual Liability.....	5.4.3.b
Insurance, Owner's Liability	5.4.1
Insurance, Property Damage.....	5.4.3.b
Insurance, Waiver of Subrogation Rights	5.4.1
Intent of Contract Documents.....	3.4
Interpretations and Clarifications.....	2.2.1.3; 3.6
Investigations of physical conditions.....	4.3

Invitation for Bids- definition of.....	Article 1
---	-----------

L

Labor, Materials and Equipment.....	6.3; 6.4; 6.5
Laws and Regulations- general	Article 7
Liability Insurance- CONTRACTOR'S	5.4.1
Liability Insurance-Owner's.....	5.4.1
Liens, Resulting Judgements.....	14.2.1.g
Liquidated Damages	11.8

M

Materials and equipment- furnished by CONTRACTOR.....	6.4
Materials and equipment- incorporated in Work	6.5
Materials or equipment- equivalent	6.9
Multi-prime contracts	8.1

N

Notice, Giving of (See Giving Notice)	
Notice of Final Acceptance.....	13.15
Notice of Intent to Award-definition of	Article 1
Notice to Proceed-definition of.....	Article 1
Notice to Proceed-giving of.....	11.1; 11.2; 11.3

O

"Or-Equal" Item.....	6.9
Other contractors	Article 8
Other work.....	8.1.1
Overtime Work-authorization of.....	7.15; 10.4.1
Owner-definition of (See DEPARTMENT)	Article 1

P

Partial Utilization.....	13.10
Partial Utilization (See Substantial Completion)- definition of	Article 1
Partial Utilization- Property Insurance	13.10
Patent Fees and Royalties	7.3
Payment, Recommendation of	13.4
Payments to CONTRACTOR-in general.....	Article 13
Payments of CONTRACTOR- withholding	13.7
Performance and other Bonds.....	5.2
Permits.....	7.2

Physical Conditions-in general	Article 4
Physical Conditions- Contracting officer's review	9.9
Physical Conditions- existing structures	4.3
Physical Conditions- explorations and reports.....	4.3
Physical Conditions-possible document change	9.9
Physical Conditions-price and time adjustments	9.9
Physical Conditions-report of differing	4.6; 9.9
Physical Conditions- Underground Utilities	4.4
Preconstruction Conference.....	6.6.1
Premises, Use of	6.14
Price, Change of Contract.....	10.1
Price, Contract-definition of	Article 1
Progress Payment, Application for	13.1
Progress Payment-retainage.....	13.8
Progress schedule	6.6; 6.7; 6.8
Project-definition of.....	Article 1
Project Manager-definition of.....	Article 1
Project Representation- provision for	2.1.1
Project, Starting the	11.2
Property Insurance.....	5.4.3
Property Insurance- Partial Utilization	13.10
Protection, Safety and.....	6.17
Punch list	13.10

R

Recommendation of Progress Payment	13.4
Record Documents	6.16
Reference Points	4.7
Regulations, Laws and.....	Article 7
Rejecting Defective Work	12.4.2; 12.5
Related Work at Site.....	3.4.1
Removal or Correction of Defective Work.....	12.6; 12.9
Responsibilities, CONTRACTOR'S-in general	Article 6
Retainage	13.8
Reuse of Documents	3.7
Review of Shop Drawings and Samples	6.21
Right of Ways.....	4.1
Royalties, Patent Fees and	7.3

S

Safety and Protection.....	6.17
Samples.....	6.20; 6.21
Schedule of Progress.....	6.6; 6.7; 6.8
Schedule of Shop Drawing submissions	6.6; 6.7; 6.8; 6.20.1
Schedule of Values- definition.....	Article 1
Schedule of Values	6.6; 6.7; 6.8
Schedules, Finalizing	6.7
Shop Drawings and Samples.....	6.20; 6.21
Shop Drawings-definition of.....	Article 1
Shop Drawings, use to approve substitutions.....	6.9.4; 6.20.4
Site, Visits to-by Contracting Officer	2.4
Specifications-definition of.....	Article 1
Starting Construction, Before	6.6.1
Starting the Project	11.2
Stopping Work-by CONTRACTOR.....	3.5.1; 4.6; 14.4.1
Stopping Work-by Owner.....	12.5; 14.1
Subcontractor-definition of.....	Article 1
Subcontractors-in general	6.13
Subcontracts-required provisions.....	6.13.1; 6.13.3
Substantial Completion- certification of	13.10
Substantial Completion- definition of.....	Article 1
Substitute or "Or-Equal" Items	6.9
Subsurface Conditions	Article 4' 9.9
Supplemental Agreement- definition of.....	Article 1
Supplemental Agreement- general use.....	9.6
Supplemental costs	10.4.5
Supplementary Conditions- definition of.....	Article 1
Supplementary Conditions- principal references to	3.5; 4.3; 5.4; 11.8
Supplier-definition of.....	Article 1
Supplier-principal references.....	2.1.3; 3.7; 6.9; 6.12; 6.13.2; 6.20; 6.21
Surety-consent to payment.....	13.14.2
Surety-Consultant has no duty to	2.13
Surety-notice to.....	9.8; 14.2
Surety-qualification of	5.2; 5.3
Surety Replacement	5.3
Suspending Work, by Owner.....	14.1

Suspension of Work and Termination-in general	Article 14
Superintendent-CONTRACTOR's.....	6.2
Supervision and Superintendence	6.1; 6.2

T

Taxes-Payment by CONTRACTOR.....	7.2
Termination-by Owner	14.4.1
Termination, Suspension of Work and-in general	Article 14
Tests and Inspections.....	12.3
Time, Change of Contract.....	9.4; 11.4
Time, Computations of.....	11.3
Time, Contract-definition of.....	Article 1

U

Uncovering Work	12.4
Underground Utilities- general	4.4
Underground Utilities-not shown or indicated.....	4.6
Underground Utilities- protection of	4.4.2.d
Underground Utilities- shown or indicated.....	4.4.1
Unit Price Work-definition of.....	Article 1
Unit Price Work-general.....	10.9
Unit Prices	10.9.1
Unit Prices, Determination for.....	10.10
Use of Promises.....	6.14
Utility Owner's Notification.....	4.4.2.c; 4.4.3; 4.4.4; 4.5; 4.6
Utility, Damaged	4.5

V

Values, Schedule of	6.6; 6.7; 6.8
Variations in Work- Authorized	9.2
Visits to Site-by Contracting Officer	2.4

W

Waiver of Claims-on Final Payment.....	13.17
Waiver of Rights by insured parties.....	13.18
Warranty and Guarantee-by CONTRACTOR	12.1
Warranty of Title, CONTRACTOR'S	13.6
Work, Access to.....	8.2; 13.11; 12.2
Work-by others-general	Article 8

Work Continuing During Disputes	6.23
Work, Cost of	10.4
Work-definition of.....	Article 1
Work, Neglected by CONTRACTOR	14.2.1.c
Work, Stopping by CONTRACTOR.....	3.5.1; 4.6
Work, Stopping by Owner	12.5; 14.1

SECTION 00800
SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO THE GENERAL CONDITIONS
(STATE FUNDED CONTRACTS)

The following supplements modify, change, delete from, add to the "General Conditions of the Construction Contract for Buildings", revised December, 1987 (c) 4/96. Where any article of the General Conditions is modified, or and Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, of Clause shall remain in effect.

SC-1-DEFINITIONS

At General Conditions Article 1, add the following definitions:

“APPROVED. ‘Approved’ or ‘Approval’ as used in this contract document shall mean that the Department has received a document, form or submittal from the contractor and that the Department has taken “No exceptions” to the item submitted. Unless the context clearly indicates otherwise, approved or approval shall not mean that the Department approves of the methods or means, or that the item or form submitted meets the requirements of the contract or constitutes acceptance of the Contractor’s work. Where approved or approval means acceptance, then such approval must be set forth in writing and signed by the contracting officer or his designee.

ARCHITECT. Where used in the contract documents, “ARCHITECT” shall mean the DEPARTMENT’S ENGINEER.

ARCHITECT/ENGINEER. Where used in the contract documents, “ARCHITECT/ENGINEER” shall mean the DEPARTMENT’S ENGINEER.

ENGINEER. The DEPARTMENT’S authorized representative of the Contracting Officer, as defined in the DEPARTMENT’S *delegation of authority letter* to be issued after notice-to-proceed, who is responsible for administration of the contract.

EQUIPMENT. All machinery together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

FURNISH. To procure, transport, and deliver to the project site materials, labor, or equipment, for installation or use on the project.

INSPECTOR. The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

INTERIM WORK AUTHORIZATION. A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

LABORATORY. The official testing laboratories of the DEPARTMENT or such other laboratories as may be designated by the Engineer or identified in the contract documents.

MATERIALS. Any substances specified for use in the construction of the project.

PRECONSTRUCTION CONFERENCE. A meeting between the CONTRACTOR and the Engineer, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

QUALITY ASSURANCE (QA). Where referred to in the technical specifications (Divisions 2 through 16), Quality Assurance refers to measures to be provided by the CONTRACTOR as specified.

QUALITY CONTROL (QC). Tests and inspections by the CONTRACTOR to insure the acceptability of materials incorporated into the work. QC test reports are used as a basis upon which to determine whether the Work conforms to the requirements of the Contract Documents and to determine its acceptability for payment.

TRAFFIC CONTROL PLAN (TCP). A drawing of one or more specific plans that detail the routing of pedestrian, and/or vehicular traffic through or around a construction area.

UTILITY. The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway or street drainage, and other similar commodities, including publicly owned fire and police signal systems, street lighting systems, and railroads which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary."

At General Conditions Article 1, definition of **Contract Time**, last sentence, Replace "...Final Completion..." with:

"...Substantial Completion...".

At General Conditions Article 1, definition of **Conditions of the Contract**: Delete the text of this definition in its entirety.

At General Conditions Article 1, definition of **Contract Time**: Delete the text of this definition and replace with the following:

"The number of Calendar Days following issuance of Notice-to-Proceed in which the project shall be rendered Substantially Complete, or if specified as a calendar date, the Substantial Completion date specified in the Contract Documents."

At General Conditions Article 1, definition of **Controlling Item**: Delete the text of this definition and replace with the following:

"Any feature of the Work on the critical path of a network schedule."

At General Conditions Article 1, definition of **Defective**: Delete the text of this definition and replace with the following:

"Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents."

At General Conditions Article 1, definition of **Effective Date of the Contract**: Delete the text of this definition in its entirety.

At General Conditions Article 1, definition **Shop Drawings**: Add the following text:

"Where used in the Contract Documents, "Shop Drawings" shall also mean "Submittals"."

At General Conditions Article 1, second paragraph: Delete this paragraph in its entirety and replace with the following:

"The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference."

At General Conditions Article 1, third paragraph starting with "Whenever used in the Specifications....", Delete

this paragraph in its entirety.

At General Conditions Article 1, fourth paragraph, last sentence: Revise it to read as follows:

“Words defined in Article 1 are to be interpreted as defined.”

SC-2.1-AUTHORITIES AND LIMITATIONS

At General Conditions Article 2.1.1, delete this paragraph in its entirety and replace with the following:

“The Contracting Officer alone, shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer’s authorized representative under this Contract but only to the extent so specified. “

At General Conditions Article 2.1.4 starting with “The term of “Contracting Officer” when used...”, delete this article in its entirety.

SC-2.4-VISITS TO SITE/PLACE OF BUSINESS

At General Conditions Article 2.4, delete this article in its entirety.

SC-4.1-AVAILABILITY OF LANDS

At General Conditions Article 4.1, add the following:

“The CONTRACTOR shall provide all waste and disposal areas, including disposal areas for hazardous or contaminated materials, at no additional cost to the DEPARTMENT.”

SC-4.3-EXPLORATIONS AND REPORTS

At General Conditions Article 4.3, add the following text:

“A copy of the geotechnical reports and addendum that were used in the preparation of these contract documents (See Section 00300 , Information Available to Bidders) is provided to all planholders listed with the DEPARTMENT as General Contractors, and is available to other planholders upon request. While referenced by or provided with the Contract Documents; the recommendations, engineering details, and other information contained in these reports of explorations shall not be construed to supercede or constitute conditions of the Contract Documents.”

SC-4.7-SURVEY CONTROL

At General Conditions Article 4.7, delete the third sentence and substitute the following text:

"Copies of all survey notes shall be provided to the DEPARTMENT at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes."

SC-5.2-BONDS

At General Condition Article 5.2, delete the second, third, fourth, fifth, and sixth paragraphs in their entirety.

SC-5.4.2-INSURANCE REQUIREMENTS, GENERAL

At General Condition Article 5.4.2, revise the first sentence to read as follows:

"The CONTRACTOR shall maintain in force at all times during the performance of the work under this agreement the following policies and minimum limits of liability."

SC-5.4.2a-WORKMANS COMPENSATION INSURANCE

At General Condition Article 5.4.2a, replace paragraph "a" in its entirety and replace it with the following:

- "a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include:
1. Waiver of subrogation against the State and Employer's Liability Protection in the amount of \$500,000 each accident/\$500,000 each disease.
 2. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
 3. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000."

SC-5.4b-COMPREHENSIVE GENERAL LIABILITY INSURANCE

At General Conditions Article 5.4b, delete minimum limits of liability items 1 and 2 in their entirety and substitute the following text:

- "1. If the CONTRACTOR carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:
- \$1,000,000 each occurrence
\$2,000,00 aggregate
2. If the CONTRATOR carries a *Commercial General Liability* policy, the limits of liability shall not be less than:

\$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage)
\$1,000,000 for Personal Injury Liability

\$2,000,000 aggregate for Products-Completed Operations
\$2,000,000 general aggregate

The State of Alaska, DEPARTMENT of Health & Social Services shall be named as an "Additional Insured" under all liability coverages listed above."

SC-5.4.2d-BUILDERS RISK INSURANCE (SUBCONTRACTORS)

At General Condition Article 5.4.2d, revise the last sentence to read as follows:

"Builders Risk Insurance will only be required of subcontractors if so stated in the Supplementary Conditions."

SC-5.4.3-INSURANCE REQUIREMENTS, EVIDENCE OF INSURANCE

At General Conditions Article 5.4.3, delete this subsection and replace with the following:

"In addition to providing the above coverages the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of insurance shall be furnished to the Department prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:
"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number)."

SC-6.6.1-PROGRESS SCHEDULE

At General Condition Article 6.6.1, change the phrase "Within reasonable time prior to the Pre-Construction Conference..." to read:

"Within seven days after the Pre-Construction Conference."

SC-6.6.2-SCHEDULE OF SHOP DRAWINGS AND SCHEDULE OF VALUES

At General Condition Article 6.6.2, change the phrase "Within fifteen days after the date of the Notice To Proceed,..." to read:

"Prior to submitting the CONTRACTOR's first Application for Payment..."

SC-6.9-SUBSTITUTES "OR EQUAL" ITEMS

Add the following article:

"6.9.5 - Substitutions shall be permitted during or after the bid period as allowed and in accordance with Document 00020 - Invitation for Bids, Document 00700 – General Conditions, and Document 01630 - Product Options and Substitutions."

SC-6.13.1-SUBCONTRACT PROVISIONS

At General Condition Article 6.13.1, delete the third sentence and add the following text:

"All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions."

SC-6.27-LOAD RESTRICTIONS

Add new General Conditions Article 6.27 as follows:

"6.27 Load Restrictions

The CONTRACTOR shall comply with all load restrictions as set forth in the "Administrative Permit Manual", and Title 17, Chapter 25, of the Alaska Administrative Code in the hauling of materials on public roads, beyond the limits of the project, and on all public roads within the project limits that are scheduled to remain in use upon completion of the project.

Overload permits may, at the discretion of the State, be issued for travel beyond the project limits for purposes of mobilization and/or demobilization. Issuance of such a permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to any type of construction will not be permitted. No overloads will be permitted on the base course or surface course under construction. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for all damage done by his equipment."

SC-7.12-APPLICABLE ALASKA PREFERENCES

At General Condition Article 7.12.2, delete the last portion of the first sentence commencing at the words, "...when the bid documents designate..." and replace with the words:

"...when the bidder designates the use of Alaska products. The Bidder shall complete the Alaska Products Preference Worksheet per its instructions and submit it with the Bid Proposal." Continue with existing second sentence.

SC-7.13-PREFERENTIAL EMPLOYMENT

At General Condition Article 7.13, delete the text of this article in its entirety.

SC-7.14.1-CERTIFIED PAYROLLS

At General Condition Article 7.14.1, add the following text:

"Regardless of project funding source, copies of all certified payrolls supplied to the State DEPARTMENT of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors."

Add General Condition Article 7.14.3, as follows:

“Within three calendar days of award of a construction contract, the CONTRACTOR shall file a “Notice of Work” with the Department of Labor and shall pay all related fees. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to the Department of Labor. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.”

SC-7.16-COVENANT AGAINST CONTINGENT FEES

At General Conditions Article 7.16, delete the text of this article in its entirety.

SC-7.17-OFFICIALS NOT TO BENEFIT

At General Conditions Article 7.17, delete the text of this article in its entirety.

SC-7.18-PERSONAL LIABILITY OF PUBLIC OFFICIALS

At General Conditions Article 7.18, delete the text of this article in its entirety.

SC-9.4-CHANGE ORDER

At General Conditions Article 9.4, change the first sentence to read:

“A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work by Change Order.”

At General Conditions Article 9.4, add the following sentence:

”A Change Order shall be considered executed when it is signed by the DEPARTMENT.”

SC-9.10-INTERIM WORK AUTHORIZATION

At General Conditions Article 9.10, add the following new paragraph:

“9.10 Interim Work Authorization

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and Price. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the Cost of the Work shall be documented pursuant to Article 10.4, to establish a basis for negotiating a lump sum price for the Change Order.”

SC-10.3.2-CHANGE ORDER PRICE DETERMINATION FOR LUMP SUM CHANGE ORDERS

At General Conditions Article 10.3.2, Delete this paragraph in its entirety and replace it with the following.

“10.3.2 By mutual acceptance of a lump sum price which includes overhead and profit. The following maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be used in the negotiation of a Lump Sum Change Order:

- a. 17% - where a cost is borne directly by prime contractor (first tier contractor).

b. 10% - where a cost is borne by a subcontractor (lower tier contractor).

Where the cost is borne by a subcontractor acting as a first tier contractor, the allowable overhead and profit markup for lump sum change orders shall not exceed 17%. Any lower tier subcontractors, including the CONTRACTOR in this case, for whom the first tier subcontractor performs the work, shall be allowed an overhead and profit markup that does not exceed 10%.

SC-10.4-COST OF THE WORK

At General Conditions Article 10.4.1, replace the second sentence from the end of the paragraph with the following:

"Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees."

At General Conditions Article 10.4.2, replace the first sentence with the following:

"Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith."

SC-10.4.5.c-COST OF THE WORK (SUPPLEMENTAL COSTS)

At General Condition Article 10.4.5.c, add the following:

"For any machinery or special equipment (other than small tools) which has been authorized by the Project Manager, the CONTRACTOR shall receive the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment", published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, CA 95131. Hourly rental rates shall be determined as follows:

The established hourly rental rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

The adjusted monthly rate is that resulting from application of the rate adjustment formula in order to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Attachments shall not be included unless required for the time and materials work.

For equipment not listed in The Blue Book, the CONTRACTOR shall receive a rental rate as agreed upon before such work is begun. If agreement cannot be reached, the DEPARTMENT reserves the right to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates in the area.

These rates shall apply for equipment used during the CONTRACTOR's regular shift of 10 hours per day. Where the equipment is used more than 10 hours per day, either on the CONTRACTOR's normal work or on time and materials, and either on single or multiple shifts, an overtime rate, computed as follows, shall apply:

The hourly overtime rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

Equipment which must be rented or leased specifically for work required under this section shall be authorized in writing by the Project Manager. The CONTRACTOR shall be paid invoice price plus

15%.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for time and materials, work, the actual cost of transferring the equipment to the site of the work and return will be allowed as an additional item of expense. Where the move is made by common carrier, the move-in allowance will be limited to the amount of the freight bill or invoice. If the CONTRACTOR hauls the equipment with his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related work.

Equipment ordered to be on a stand-by basis shall be paid for at the stand-by rental rate for the number of hours in the CONTRACTOR'S normal work shift, but not to exceed 8 hours per day. The stand-by rental rate shall be computed as follows:

The hourly stand-by rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, all multiplied by the area adjustment factor.

Time will be recorded to the nearest one-quarter hour for purposes of computing compensation to the CONTRACTOR for equipment utilized under these rates.

The equipment rates as determined above shall be full compensation, including overhead and profit, for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance costs. Cost of repairs, both major and minor, as well as charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed."

SC-10.11-DISADVANTAGED BUSINESSS ENTERPRISE PROGRAM

At General Conditions Article 10.11, Delete this paragraph in its entirety for this State Funded Contract.

SC-11.3-COMPUTATION OF CONTRACT TIME

At General Condition Article 11.3.1, third sentence, change "...the date of Final Completion..." to:

"...the date of Substantial Completion..."

At General Condition Article 11.3.2, first sentence, change "...the date of Final Completion..." to:

"...the date of Substantial Completion."

Add General Condition Article 11.3.3, to state as follows:

" The Contract Time shall be as stated on form 25D-9, Proposal."

SC-11.8-DELAY DAMAGES

At General Condition Article 11.8, add the following:

"For each calendar day that the work remains incomplete after the expiration of the Contract Time, liquidated damages in the amount of \$500 per calendar day shall be assessed to the CONTRACTOR. If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover said sum from the CONTRACTOR, the surety or both. The amount of these deductions is to

reimburse the DEPARTMENT for estimated liquidated damages incurred as a result of the CONTRACTOR's failure to complete the work within the time specified. As liquidated damages, such deductions are not to be considered as penalties.

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 DEPARTMENT of any of its rights under the Contract."

SC 12-ONE YEAR CORRECTION PERIOD

At General Condition Article 12.7, in the first sentence, change the phrase " Final Completion" to:

"Substantial Completion of the relevant portion of the Work..."

SC 13.3-APPLICATION FOR PROGRESS PAYMENT

At General Conditions Article 13.3, revise the last sentence to read as follows:

"Progress payments will be made as the Work progresses on a monthly basis."

SC 13.13-FINAL COMPLETION AND APPLICATION FOR PAYMENT

At General Conditions Article 13.13, first sentence, delete the following items:

"maintenance and operating instructions
certificates of inspection
marked up record documents"

The preceding items are some of the requirements for Substantial Completion, as addressed in Section 01701.

SC 13.16-CONTRACTOR'S CONTINUING OBLIGATION

At General Condition Article 13.16, add the following paragraph:

"When it is anticipated that restarting, testing, adjusting, or balancing of systems will be required following Final Acceptance and said requirements are noted in Section(s) 01650, such Work shall constitute a continuing obligation under the Contract."

SC 14.2-DEFAULT OF CONTRACT

At General Conditions Article 4.2, delete this section in its entirety and replace with the following:

"14.2.1 The Contracting Officer may give the contractor and his surety a written Notice to Cure Default if the contractor:

- a. fails to begin work in the time specified,
- b. fails to use sufficient resources to assure prompt completion of the work,
- c. performs the work unsuitably or neglect or refuse to remove and replace rejected materials or work,
- d. stops work,
- e. fails to resume stopped work after receiving notice to do so,
- f. becomes insolvent (except that if you declare bankruptcy, termination will be under Title 11 US Code 362 and/or 365. Your bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the work in a timely manner.

-
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
 - h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
 - i. Disregards Regulatory Requirements of any public body having jurisdiction, or
 - j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
 - k. fails to comply with Contract minimum wage payments or civil rights requirements, or
 - l. are party to fraud, deception, misrepresentation , or
 - m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.
- 14.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the Department to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the Department. The Department will provide you and your surety with a written Notice of Default Termination that details the default and the failure to cure it.
- 14.2.3 If the CONTRACTOR or Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the DEPARTMENT may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The DEPARTMENT may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the DEPARTMENT may deem expedient. The DEPARTMENT may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.
- 14.2.4 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the DEPARTMENT for Approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for Approval of subcontracts as stated in the Contract Documents.
- 14.2.5 After the notice of termination is issued, the Department may take over the work and complete it by contract or otherwise and may take possession of and use materials, appliances, equipment or plant on the work site necessary for completing the work.
- 14.2.6 Rather than taking over the work itself, the Department may transfer the obligation to perform the work from the contractor to your surety. The surety must submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the Department for approval prior to beginning work. The surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply.
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- 14.2.7 On receipt of the transfer notice, the surety must take possession of all materials, tools, and appliances at the work site, employ an appropriate work force, and complete the Contract work, as specified. The Contract specifications and requirements shall remain in effect. However the Department will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. You forfeit any right to claim for the same work or any part thereof. You are not entitled to receive any further balance of the amount to be paid under the Contract.
- 14.2.8 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefor, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.9 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the DEPARTMENT in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the DEPARTMENT and any amounts due to persons for whose benefit the DEPARTMENT has withheld funds, such excess shall be paid by the DEPARTMENT to the CONTRACTOR. If the damages, costs, and expenses due the DEPARTMENT exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.
- 14.2.10 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

Where the CONTRACTOR's services have been so terminated by the DEPARTMENT, the termination will not affect any rights or remedies of the DEPARTMENT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the DEPARTMENT will not release the CONTRACTOR from liability.

14.4 Convenience Termination:

- 14.4.1 The performance of the Work may be terminated by the DEPARTMENT in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the DEPARTMENT. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the DEPARTMENT the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.
- 14.4.2 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:
- a. Stop Work on the date and to the extent specified in the Notice of Termination;

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- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
 - e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
 - f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the DEPARTMENT;
 - g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire any interest.

The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.3 When the DEPARTMENT orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15 % with materials becoming the property of the DEPARTMENT - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the DEPARTMENT shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancelled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the DEPARTMENT. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

- a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:
 - 1. Loss of anticipated profits or consequential or compensatory damages
 - 2. Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations
 - 3. Bidding and project investigative costs
 - 4. Direct costs of repairing equipment to render it operable for use on the terminated work

14.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90 day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.

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- 14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.
- 14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:
- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
 - b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
 - c. So far as practicable, claims by the contractor for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:
 1. Contractor-owned equipment usage, based on the contractor's ownership and operating costs for each piece of equipment as determined from the contractor's accounting records. Under no circumstance, may the contractor base equipment claims on published rental rates.
 2. Idle or stand-by time for Contractor-owned equipment, based on your internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by equipment time.
 3. Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with you will be considered Contractor-owned equipment, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates you have agreed to pay and no more than forty percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.
- 14.4.7 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:
- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
 - b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,
 - d. All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.8 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or
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payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability.

- 14.4.9 The contractor's termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the contractor under Article 15.
- 14.4.10 The contractor's termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.
- a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.
 - b. Definitions. In this Subsection 108-1.09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by you, actually reflected in your contemporaneously maintained accounting or other financial records and supported by original source documentation.
 - c. Cost Principles. The Department may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles."

SC-15-CLAIMS AND DISPUTES

At General Conditions Article 15 – Claims and Disputes, delete this section in its entirety and substitute the following text:

"ARTICLE 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES

15.1 Notification

- 15.1.1 The CONTRACTOR shall notify the DEPARTMENT in writing as soon as the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The DEPARTMENT has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the CONTRACTOR has notified the DEPARTMENT in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.
- 15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which he basis his extension request, provide the DEPARTMENT with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The DEPARTMENT will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules under **Section 01310**.
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the DEPARTMENT within the next 14 days.
- 15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The CONTRACTOR shall provide

the DEPARTMENT access to any such records and furnish the DEPARTMENT copies, if requested. Equipment costs must be based on the CONTRACTOR's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the Department for additional time, compensation or both, the contractor must prove actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the Department.

15.1.5 If the claim or dispute is not resolved by the DEPARTMENT, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledge of the receipt of the Claim.

15.1.6 The CONTRACTOR waives any right to claim if the DEPARTMENT was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

15.2 Presenting the Claim

15.2.1 The Claim must include all of the following:

- a. The act, event, or condition the claim is based on
- b. The Contract provisions which apply to the claim and provide relief
- c. The item or items of Contract work affected and how they are affected
- d. The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated
- e. A statement certifying that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of your knowledge and belief, and that the amount requested accurately reflects the Contract adjustment which the CONTRACTOR believes is due.

15.3 Claim Validity, Additional Information, and DEPARTMENT's Action

15.3.1 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.

15.3.2 The DEPARTMENT can make written request to the CONTRACTOR at any time for additional information relative to the Claim. The CONTRACTOR shall provide the DEPARTMENT the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may be regarded as a waiver of the Claim.

15.4 Contracting Officer's Decision

The CONTRACTOR will be furnished the Contracting Officer's Decision within 90 days, unless the Contracting Officer requests additional information or gives the CONTRACTOR notice that the time for issuing a decision is being extended for a specified period under AS 36.30.620. The Contracting Officer's decision is final and conclusive unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a Notice of Appeal to the Appeals Officer. Procedures for appeals are covered under AS 36.30.625 and AS 36.30.630.

15.5 Fraud and Misrepresentation in Making Claims

Criminal and Civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the CONTRACTOR if the CONTRACTOR makes or uses a

misrepresentation in support of a claim or defraud or attempt to defraud the DEPARTMENT at any stage of prosecuting a claim under this Contract.”

END OF SECTION

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A photograph of two construction workers in safety gear (hard hats, high-visibility vests, and work clothes) working on a construction site. They are positioned behind a large, grey concrete block wall. One worker is wearing a white hard hat and the other an orange one. They are both looking down at the blocks. In the background, an orange excavator is visible, and the ground is uneven and rocky. The title text is overlaid on a yellow and blue banner at the top of the image.

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, reading "Heidi Drygas".

Heidi Drygas
Commissioner

Table of Contents

Excerpts from Alaska Law

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

Additional Information

Laborer Classification Clarification.....	v
Accommodations and Per Diem	v
Apprentice Hiring Requirements	vi
Apprentice Rates.....	vii
Fringe Benefit Plans.....	vii
Special Prevailing Wage Rate Determination.....	vii
Request for Notice of Proposed Change of Labor Standards Regulations	ix
Alaska Hire Employment Preference.....	x
Debarment List	xi

Wage Rates	Pages 1-25
-------------------------	-------------------

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.

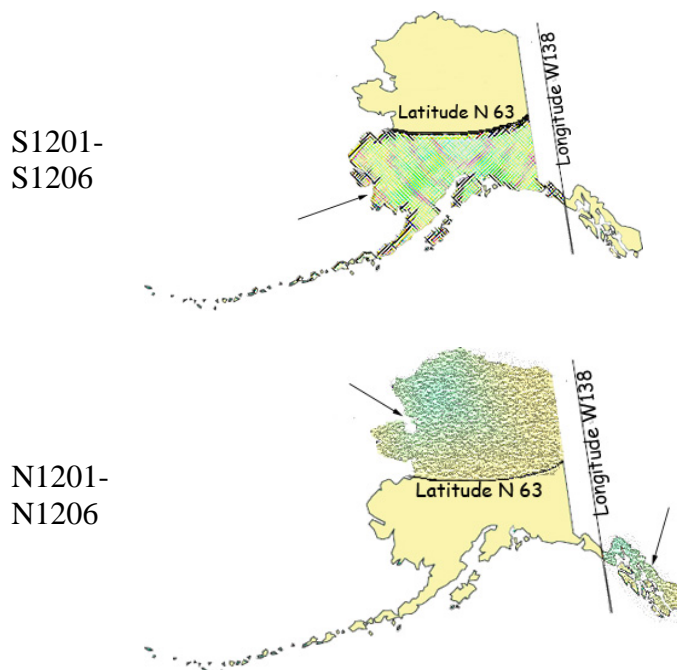
Sec. 36.05.900. Definition.

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
Mohammed Ali, Individual
Fry’s Services, LLC
John Paul Freie, Individual
Pyramid Audio & Video, Ltd.
Jeffrey P. Schneider, Individual

November 3, 2017
November 3, 2017
November 16, 2017
November 16, 2017
June 19, 2018
June 19, 2018

SPECIAL NOTICE TO BIDDERS

NEW "LITTLE DAVIS BACON ACT" CHANGES FILING PROCESS AND ASSESSES SPECIAL FEES ON PUBLIC WORKS CONSTRUCTION PROJECTS

The news release concerning these changes is at: <http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Sean Parnell signed changes to CSHB 155 into law on July 22, 2011 (effective October 20, 2011), in addition to Governor Murkowski CSHB 155 changes on June 16, 2003 (effective July 2, 2003). The new laws allow contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), filing requirements **and** it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statute and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

Effective October 20, 2011, the prime Contractor working on any public construction project exceeding \$25,000 must file a "Notice of Work" and a "Notice of Completion" form with the DOLWD.

A one percent filing fee will be assessed on contracts with an amount of \$25,000 or more. The fee will be based on the estimated value of work to be performed by the prime contractor, and one percent of the value of each subcontractor's price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the "Notice of Work" form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until notice from the DOLWD that they have processed the Contractors "Notice of Completion" form. The "Notice of Work" and "Notice of Completion" forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

- **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

- **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

Juneau	907.465.4842
Anchorage	907.269.4900
Fairbanks	907.451.2886

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Basic Bid.
- B. Work by Others.
- C. Hazardous Materials
- D. Work Inside Facility
- E. Work Plans and Access to Facility, Individual Work Areas
- F. Shut Offs/Disruptions to Service
- G. Use of Premises.
- H. Using Agency Occupancy.
- I. Coordination
- J. Parking/Staging

1.02 RELATED REQUIREMENTS

- A. Document 00200 – Information available to bidders.
- B. Document 00700 - General Conditions: Provisions for use of site, and Using Agency occupancy. Relations of CONTRACTOR- Subcontractors.
- C. Document 00800 - Supplementary Conditions: Modifications to General Conditions.
- D. Section 01400 – Quality Control
- E. Section 01540 – Security.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covered by the contract documents is located
- B. The DEPARTMENT is acting for the State of Alaska.

1.04 CONTRACT METHOD

- A. Construct the Work under a single lump sum Contract.

1.05 BASIC BID

- A. That portion of the Work described within these documents (taken as a whole) as the Basic Bid scope. Basic Bid work includes all work shown on the plans and specifications.
- B. Project will be constructed under a general construction contract.

1.06 WORKS BY OTHERS

- A. Cooperate with other Contractors and the DEPARTMENT to minimize conflict with construction operation.

1.07 HAZARDOUS MATERIALS

- A. All light fixtures to be removed shall be treated as positive for containing PCBs unless proven otherwise.

- B. CONTRACTOR to be aware that other hazardous materials may be within the facility. See Section 00700 Article 4.3.

1.08 WORKS INSIDE FACILITY

- A. Work within the facility shall be conducted only between the hours of 7:00 am and 5:00 pm, unless specifically approved by the Maintenance Supervisor. Requests for work outside of these hours must be submitted in writing 24 hours in advance.
- B. CONTRACTOR shall not under any circumstances leave tools or equipment unattended within the limits of the project site unless secured in a locked tool storage shed/box or vehicle. CONTRACTOR will be liable for any damages to persons and/or property resulting from unattended tools or equipment.
- C. No firearms or ammunition allowed on the grounds, to include locked vehicles.
- D. The use of powder-activated tools must be approved by the project manager. Request for such tools must be submitted to the Maintenance Supervisor in writing three (3) working days in advance.

1.09 SHUTOFFS / DISRUPTIONS TO SERVICE

- A. Work with the Maintenance Supervisor to schedule disruption for a time, which minimizes impact on facility operations. Provide the Engineer written notification of any disruption to service at least 24 hours in advance of scheduled disruption or shutoff.
- B. Plan work to minimize down time. Work with DEPARTMENT to schedule disruption for a time that minimizes impact on USING AGENCY's operations.
- C. Provide written work plan and schedule for disruptions to service that exceed one hour.
- D. Contractor must provide protection as stated in Municipal Fire Codes and Safety Codes while working on the fire protection system.

1.10 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of the premises under direction of DEPARTMENT.
- B. Assume full responsibility for protection and safekeeping of products under this Contract.
- C. Assume full responsibility for the protection of the existing facility and contents, from damage due to construction operations.

1.11 USING AGENCY OCCUPANCY

- A. The User Agency will continue operations adjacent to the site during entire construction period. Cooperate with DEPARTMENT in scheduling operations to minimize conflict and to facilitate the User Agency's operations.
- B. CONTRACTOR shall provide Material Safety Data Sheets for all products that may produce unpleasant odors.

1.12 COORDINATION

- A. Coordinate Work of the various elements of the plans to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify if characteristics of elements of interrelated operating equipment are compatible; coordinate Work of various trades having interdependent responsibilities for installing,

- connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs. Coordinate work with existing elements in the building. Do not locate piping, conduit or other products where they will block access to equipment or junction boxes.
 - D. In finished areas except as otherwise shown, conceal pipes, ducts, and wiring in the construction. .
 - E. Execute cutting and patching to integrate elements of Work, provide openings for penetrations of existing surfaces. Seal penetrations through floors, walls, partitions, and ceilings.

1.13 PARKING / STAGING

- A. CONTRACTOR to coordinate staging area with Facility Maintenance Supervisor.
- B. CONTRACTOR may use established facility parking.
- C. CONTRACTOR will be responsible for all additional required storage/staging and parking off site at no charge to the Department.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01005
ADMINISTRATIVE PROVISIONS

PART I GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Local Conditions
- B. Permits, Fees, and Inspections
- C. Alternates
- D. Preconstruction Meeting
- E. Applications for Payment
- F. Contractor Use of Premises
- G. Owner Occupancy
- H. Owner - Furnished Products
- I. Coordination
- J. Reference Standards

1.02 RELATED REQUIREMENTS

- A. General and Special Conditions

1.03 LOCAL CONDITIONS

- A. Bidders shall familiarize themselves with the Contract Documents and existing conditions, which affect Work, required by the Contract Documents. It will be assumed that bidders have made a personal examination of the jobsite, existing conditions, and documents for prior construction projects associated with this facility made available by the Owner for review by Bidders during the bid period.
- B. Failure to visit the jobsite, to review existing conditions, or to review documents for prior construction projects associated with this facility made available by the Owner for review by Bidders during the bid period will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any Work that may be required to complete the Work in accordance with the Contract Documents with no additional cost to the Owner.
- C. For building access and for access to the documents for prior construction projects associated with this facility contact:

Craig Tallman
Maintenance Foreman
907 761-6531 Craig.tallman@alaska.gov

1.04 PERMITS, FEES, AND INSPECTIONS

- A. Obtain, pay for, and comply with the requirements of all permits, fees, and inspections required by public authorities.
- B. Transmit copies of permit applications, permits received, and public authority inspection reports to the Contracting Officer within three days of making permit

application or receiving permits or reports.

1.05 ALTERNATES

- A. Alternates will be exercised at the option of Owner as specified on Bid Schedule. Accepted alternates will be indicated on the Contract and included within the conformed Contract Documents.
- B. Coordinate related work and modify surrounding work affected by accepted alternates as required to complete the Work.
- C. Provide all Work as part of the Base Bid except that Work specifically indicated to be provided as part of an alternate.

1.06 PRECONSTRUCTION MEETING

- A. Attend Owner initiated preconstruction meeting.

1.07 APPLICATIONS FOR PAYMENT

- A. Submit two copies of each application under procedures of Section 01027.
- B. Content and Format: That specified for schedule of values in Section 01027.

1.08 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work and for construction operations, to allow for Owner occupancy, Work of other Contractors, and public access.
- B. Limit areas of construction operations to those areas requiring renovation only.
- C. Limit on site storage of materials to boiler room. This space is not accessible to the general public but is used by building maintenance and administrative staff. Maintain storage area in a neat and clean condition, allowing access to other portions of the room. Contractor is responsible for security of stored materials.
- D. Give written notice two weeks in advance of beginning of Work in any Work area.
- E. Do not smoke except in specifically designated smoking areas.
- F. Take reasonable and adequate precautions to protect the Owner's property from damage during execution of Work. Restore any damage to Owner property resulting from execution of Work or replace in a manner satisfactory to the Contracting Officer.
- G. Take reasonable and adequate precautions to protect the Owner's property from damage during execution of Work. Restore any damage to Owner property resulting from execution of Work or replace in a manner satisfactory to the Contracting Officer.
- H. Limit construction activities which generate noise levels in excess of NC=40 in classrooms, NC=50 in office areas, and NC=60 in other areas to between 7 p.m. and 7 a.m. Monday through Friday and all day Saturday and Sunday.
- I. Limit construction access to building to the location indicated. Keep construction access points locked at all times. Contractor will be provided with two sets of keys for

construction access points.

- J. Move Owner tools, equipment, shelving, stored materials, etc. as required to accomplish Work. Return to original location as soon as possible.
- K. Protect Owner tools, equipment, shelving, stored materials, and equipment, etc. from Work.
- L. In Owner occupied areas:
 - 1. Limit use of premises for Work and for construction operations to between 7 a.m. and 5 p.m. Monday through Friday. If requested by the Contractor and approved by the Project Manager the Contractor may work on the project outside these hours if the Contractor's activities do not interfere with owner operations.
 - 2. Cover and protect from dust and debris, at the start of each work day, electronic office equipment such as personal computers, computer terminals, facsimile machines, copiers, printers, postage meters, VCRs, monitors, typewriters, etc. Remove protection at the end of each work day.
 - 3. Do not use furniture, such as countertops, desks, filing cabinets, book shelves, and tables as work surfaces or as steps to access Work.
 - 4. At the end of each workday, move back to original location equipment and furniture moved to accommodate Work. Do not move electronic equipment unless absolutely necessary to accomplish Work.
 - 5. At the end of each workday replace ceiling tiles removed to access Work.
 - 6. At the end of each work day, clean work areas, including floors with a vacuum, and remove tools, equipment, and construction material from work areas.
- M. Coordinate temporary shutdowns of any of the existing facilities' mechanical or electrical systems affecting systems in Owner occupied areas with the Contracting Officer. Schedule shutdowns for nights and weekends. Provide a minimum five-day notice.
- N. Existing systems shall be fully operational for intended purpose at the beginning of each Owner workday.

1.09 OWNER OCCUPANCY

- A. The Owner will occupy premises during entire period of construction for the conduct of its normal operations.
- B. Maintain IBC complying access to and through corridors, stairways, and building exits at all times.
- C. Cooperate with Owner to minimize conflict and to facilitate its operations. In case of conflict accept Contracting Officer's direction as final and adjust use of premises accordingly.
- D. Coordinate Work in and use of premises with the Owner

1.10 COORDINATION

- A. Coordinate Work of the various Sections of Specifications prior to ordering materials and fabrication to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later. Notify Contracting Officer of conflicts between elements prior to installation of any element.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical Work, which is indicated diagrammatically on Drawings. Follow routing shown for ducts and conduits as closely as practical. Make piping, duct, and conduit runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, unless otherwise indicated, conceal pipes, ducts, and wiring in the construction.
- E. After Owner acceptance of Work, coordinate access to site by various trades for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner activities.

1.11 REFERENCE STANDARDS

- A. For products or workmanship specified by association, trades, or regulatory agency standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Obtain a copy of standards referenced. Maintain a copy at the jobsite during execution of Work to which the standard applies.
- C. The date of the standard is that in effect as of the bid date except when a specific date is specified.

1.12 ONE YEAR CORRECTION PERIOD

- A. If within one year after the date of Final Completion or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, materials, or products are found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Contracting Officer's written instructions, either correct such defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work.
- B. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the Owner before Substantial Completion of all the Work,

the correction period for that item may begin on an earlier date if so provided in the Specifications of by Change Order.

- D. Provisions of this paragraph are not intended to shorten the statue of limitations for bringing an action.

PART 2 PRODUCTS Not Used

PART 3 PARTS Not Used

END OF SECTION

SECTION 01020
INTENT OF DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Explanation of intent and terminology of the Construction Documents.

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Article 1 Definitions relating to 'Drawings' and 'Specifications'.
- B. Document 00700 - General Conditions: Article 3 Contract Documents relating to Intent, Amending, and Reuse.

1.03 SPECIFICATION FORMAT AND COMPOSITION

- A. Specifications are divided into Divisions and Sections for the convenience of writing and using. Titles are not intended to imply a particular trade jurisdiction. DEPARTMENT is not bound to define the limits of any subcontract, and will not enter into disputes between the CONTRACTOR and his employees, including Subcontractors.
- B. Pages are numbered independently for each Section, and recorded in the Table of Contents. Section number is shown with the page number at the bottom of each page. The end of each Section of the specifications is ended by "End of Section". It is CONTRACTOR'S responsibility to verify that Contract Documents received for bidding and/or construction are complete in accordance with Table of Contents.
- C. The language employed in the Contract Documents is addressed directly to the CONTRACTOR. Imperative or indicative language is generally employed throughout and requirements expressed are the mandatory responsibility of the CONTRACTOR, even though the work specified may be accomplished by specialty subcontractors engaged by the CONTRACTOR. References to third parties in this regard shall not be interpreted in any way as to relieve the CONTRACTOR of his or her responsibility under this Contract.
- D. These Specifications are of the abbreviated or "streamlined" type, and may include incomplete sentences.
- E. Omissions of words or phrases such as "the CONTRACTOR shall," "in conformity therewith," "shall be," "as noted on the Drawings," "according to the Drawings," "a," "an," "the" and "all" are intentional.
- F. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.04 DRAWINGS: CONTENT EXPLANATION

- A. Drawings, Dimensions and Measurements.
 - 1. Contract Documents do not purport to describe in detail, absolute and complete construction information. In some instances drawings are diagrammatic.

2. CONTRACTOR shall provide verification of actual site conditions and shall provide complete and operational systems as specified when drawings do not provide full detail.
3. Where on any of the Drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the Work.
4. Wherever a detail is referenced and developed for a specific condition, same or similar detail shall apply to identical or similar conditions elsewhere on Project even though not specifically referenced.
5. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, all details shall be worked out in relation to their location and their connection with other parts of the work.
6. The figured dimensions on the Drawings or notes indicating dimensions shall be used instead of measurements of the Drawings by scale.
7. No scale measurements shall be used as a dimension to work with except on "full size" Drawings not dimensioned.

1.05 COMMON TERMINOLOGY

- A. Certain items used generally throughout the Specifications and Drawings are used as follows:
1. Indicated: The term "indicated" is a cross reference to details, notes or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "schedules", and "specified" are used in lieu of "indicate", it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
 2. Installer: The person or entity engaged by CONTRACTOR, his Subcontractor or sub-subcontractor for the performance of a particular unit of Work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that installers be recognized experts in the work they are engaged to perform.
 3. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean "...supply and deliver to the Project site, ready for unpacking, assembly and installation..."
 4. Provide: Except to the extent further defined, the term "provide" means to furnish and install, complete and ready for the intended use.
 5. Guarantee and Warranty: "Warranty" is generally used in conjunction with products manufactured or fabricated away from the Project site, and "guarantee" is generally used in conjunction with units of work which require both products and substantial amounts of labor at the Project site. The resulting difference is that warranties are frequently issued by manufacturers, and guarantees are generally issued by CONTRACTOR and frequently supported (partially) by product warranties from manufacturers.

1.06 CONFLICTS

- A. Report any conflicts to Contracting Officer for clarification.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION - 01027
APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Applications for Payment.

1.02 RELATED REQUIREMENTS

- A. Document 00510 - Construction Contract - Contract Form 06D-10a and Bid Schedule: Method of Payment and Contract Price and Amounts of Liquidated Damages.
- B. Document 00700 - General Conditions: Progress Payments, and Final Payment.
- C. Section 00800 – Supplementary Conditions to General Conditions of the Construction Contract for Buildings: SC-11.2 and SC-11.8.
- D. Section 01300 - Submittals: Procedures, Schedule of Values .
- E. Section 01700 - Contract Closeout: Closeout Procedures.

1.03 FORMAT

- A. Application for Payment form in format approved by the DEPARTMENT.

1.04 PREPARATION OF APPLICATIONS

- A. Type required information on Application for Payment form approved by DEPARTMENT.
- B. Execute certification by original signature of authorized officer upon each copy of the Application for Payment.
- C. Submit names of individuals authorized to be responsible for information submitted on application for payment.
- D. Indicate breakdown of costs for each item of the Work on accepted schedule of values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
- E. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- F. Prepare Application for Final Payment as specified in Section 01700.

1.05 SUBMITTAL PROCEDURES

- A. Submit two copies of each Application for Payment at times stipulated in Contract.
- B. Submit under transmittal letter specified in Section 01300.

1.06 SUBSTANTIATING DATA

- A. When DEPARTMENT requires substantiating information, submit data justifying line item amounts in question.
- B. Substantiating data required under 7.12.3 and 7.12.4 shall be submitted (or updated) when the Application for Payment includes a current request for payment on an item of Work required to include Alaska "agricultural/wood" products.
- C. Provide one copy of data with cover letter for each copy of Application. Show Application number and date, and line item by number and description.

1.07 SUBMITTALS WITH APPLICATION FOR PAYMENT

- A. Submit the following with each Application for Payment.
 - 1. Updated construction schedule as required by Section 01300 - Submittals.
 - 2. Updated Schedule of Values as required by Section 01300 – Submittals: Schedule of Values.
 - 3. The contractor's as-builts will be reviewed prior to approving each application for payment.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01028
CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for processing Change Orders.

1.02 RELATED REQUIREMENTS

- A. Document 00312 - Bid Schedule: Total amount bid for lump sum items
- B. Document 00510 - Contract Form: Total amount of Contract Price, as awarded
- C. Document 00700 - General Conditions: Governing requirements for changes in the Work, in Contract Price, and Contract Time.
- D. Document 00800 - Supplementary Conditions: Modifications to Document 00700 - General Conditions.
- E. Section 01027 - Applications for Payment.
- F. Section 01300 - Submittals: Construction Progress Schedules, Schedule of Values.
- G. Section 01600 – Material and Equipment: Product Options, Substitutions.
- H. Section 01700 – Contract Closeout: Project Record Documents.

1.03 SUBMITTALS

- A. Submit name of the individual authorized to accept changes, and to be responsible for informing others in CONTRACTOR's employ of changes in the Work.
- B. Change Order Forms will be prepared by the DEPARTMENT.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Maintain detailed records of work done on a Cost of the Work plus a Fee basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work. Incomplete or unsubstantiated costs will be disallowed.
- B. CONTRACTOR shall submit a complete, detailed, itemized cost breakdown addressing impact on Contract Time and Contract Price with each proposal.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.

4. Justification for any change in Contract Time.
 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a cost of the Work plus a Fee basis, with additional information:
1. Origin and date of claim.
 2. Dates and times work was performed, and by whom.
 3. Time records and wage rates paid.
 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.05 PRELIMINARY PROCEDURES

- A. DEPARTMENT may submit a Proposal Request which includes: Detailed description of change with supplementary or revised Drawings and Specifications, the projected time for executing the change, with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid.
- B. CONTRACTOR may initiate a change by submittal of a request to DEPARTMENT describing the proposed change with a statement of the reason for the change, and the effect on Contract Price and Contract Time with full documentation.

1.06 CONSTRUCTION CHANGE AUTHORIZATION

- A. Shall be in accordance with Article 9 - Changes: in Document 00700 - General Conditions.

1.07 FIXED PRICE CHANGE ORDER

- A. CONTRACTOR shall submit an itemized price proposal in sufficient detail to fully explain the basis for the proposal. Attach invoices and receipts for products, equipment, subcontract and as requested by the DEPARTMENT. CONTRACTOR and the DEPARTMENT shall then negotiate an equitable price (and time adjustment if appropriate) in good faith. The Change Order will reflect the results of those negotiations. If negotiations break down CONTRACTOR may be directed to perform the work under COST OF THE WORK CHANGE ORDER.

1.08 UNIT PRICE CHANGE ORDER

- A. For pre-determined Unit Prices and quantities, Change Order will be executed on a lump sum basis.
- B. For unit costs or quantities of units of Work which are not predetermined, execute Work under a Directive. Changes in Contract Price or Contract Time will be computed as specified for cost of the Work plus fee via Change Order.

1.09 COST OF THE WORK CHANGE ORDER

- A. CONTRACTOR shall submit documentation required in 1.04 on a daily basis for certification by the Project Manager. Project Manager will indicate by signature that the submitted documentation is acceptable.

- B. After completion of the change and within 14 Calendar Days, unless extended by the Project Manager, the CONTRACTOR shall submit in final form an itemized account with support data of all costs. Support data shall have been certified by the Project Manager, as required above in paragraph A.

1.10 EXECUTION OF CHANGE ORDERS

- A. DEPARTMENT will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price as shown on Change Order.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
- C. Promptly enter changes in project record documents.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01040
COORDINATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Coordination of Work of Contract.

1.02 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work.
- B. Section 01045 – Cutting and Patching.
- C. Section 01200 – Project Meetings.
- D. Section 01600 – Material and Equipment: Substitutions.
- E. Section 10701 – Contract Closeout Procedures.

1.03 DESCRIPTION

- A. Coordinate scheduling, submittals, and work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B. Coordinate sequence of Work to accommodate Using Agency occupancy as specified in Section 01005.

1.04 MEETINGS

- A. Coordinate sequence of Work to accommodate Using Agency occupancy as specified in Section 01005.

1.05 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals specified in Section 01300.
- B. Coordinate Work of various sections having interdependent responsibilities for installing connecting to, and placing in service, such equipment.
- C. Coordinated requests for substitutions to assure compatibility of space, of operating elements, and effect on Work of other sections.

1.06 COORDINATION OF SPACE

- A. Coordinate use of Project space and sequence of installation of mechanical and electrical Work which is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- B. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.07 COORDINATION OF CONTRACT CLOSEOUT

- A. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- B. After Using Agency occupancy of premises, coordinate access to site by various sections for correction of Defective Work and Work not in accordance with Contract Documents, to minimize disruption of Using Agency activities.
- C. Assemble and coordinate close submittal specified in Section 01701.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Requirements and limitations for cutting and patching of Work.

1.02 RELATED REQUIREMENTS

- A. Section 01005 – Administrative Provisions
- B. Section 01010 - Summary of Work.
- C. Section 01600 - Materials and Equipment: Substitutions.
- D. Individual Specifications Sections:
 - 1. Cutting and patching incidental to Work of the section.
 - 2. Advance notification to other sections of openings required in Work of those sections.
 - 3. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of DEPARTMENT or separate Contractor.
- B. Include in request:
 - 1. Identification of Project and DEPARTMENT's Project number.
 - 2. Location and description of affected Work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed Work, and products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on Work of DEPARTMENT or separate Contractor.
 - 7. Written permission of affected separate Contractor.
 - 8. Date and time Work will be executed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Those required for original installation.
- B. For any change in materials, submit request for substitution under provisions of Section 01600.

3.01 GENERAL

- A. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install ill-timed Work.
 - 3. Remove and replace non-conforming and Defective Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

3.02 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. Notify the Department immediately of any suspected hazardous materials.
- C. After uncovering, inspect conditions affecting performance of work.
- D. Beginning of cutting or patching means acceptance of existing conditions.

3.03 PREPARATION

- A. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering Work; maintain excavations free of water.

3.04 PERFORMANCE

- A. Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- B. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval. Cutting structural reinforcement with heat is strictly forbidden without prior written approval.
- C. Restore Work with new products in accordance with requirements of Contract Documents.
- D. Fit Work tightly to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- E. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element or in accordance with listed U.L. assembly requirements.
- F. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

**SECTION 01073
EXPLANATIONS: DRAWINGS AND SPECIFICATIONS**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Explanation of terminology used within the Drawings and Specifications.

1.2 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions
- B. Section 01010 - Summary of Work
- C. Section 01020 - Intent of Documents

1.3 SPECIFICATION FORMAT AND COMPOSITION

- A. Specifications are divided into Divisions and Sections for the convenience of writing and using. Titles are not intended to imply a particular meaning or to fully describe the Work of each Division or Section, and are not an integral part of the text that specifies the requirements. Contracting Officer is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and his employees, including subcontractors.
- B. Pages are numbered independently for each Section. Section number is shown with the page number at the bottom of each page. "End of Section" is noted on the last page of each Section. It is Contractor's responsibility to verify that Contract Documents received for bidding and construction are complete in accordance with Table of Contents.
- C. These Specifications are of the abbreviated, or "streamlined" type, and include incomplete sentences.
- D. Omissions of words or phrases such as "the Contractor shall," "in conformity therewith," "shall be," "as noted on the Drawings," "according to the Drawings," "a," "an," "the" and "all" are intentional.
- E. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.4 DRAWINGS: CONTENT EXPLANATION

- A. Where on any of the Drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the Work.
- B. Wherever a detail is referenced and developed for a specific condition, same or similar detail shall apply to identical or similar conditions elsewhere on Project even though not specifically referenced.
- C. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, all details shall be worked out in relation to their location and their connection with other parts of the Work.

- D. The figured dimensions on the Drawings or notes indicating dimensions shall be used instead of measurements of the Drawings by scale. No scale measurements shall be used as a dimension.
- E. Provide piping, ductwork, equipment, and accessories indicated on the Drawings unless it is specifically indicated that the piping, ductwork, equipment, or accessory is existing.
- F. Unless otherwise indicated, abbreviations and symbols used in the Drawings and Specifications are intended to have the meaning commonly accepted in the construction industry. Contact the Contracting Officer for definition if any question arises concerning them.
- G. Certain items used generally throughout the Specifications and Drawings are used as follows:
 - 1. Indicated: The term "indicated" is a cross reference to details, notes or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "schedules", and "specified" are used in lieu of "indicate", it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
 - 2. Installer: The person or entity engaged by Contractor, his subcontractor or sub-subcontractor for the performance of a particular unit of work at the Project site, including installation, erection, application, and similar required operations. It is a general requirement that installers be recognized experts in the Work they are engaged to perform.
 - 3. Provide: Except to the extent further defined, the term "provide" means to supply and install, complete and ready for the intended use.
 - 4. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean the same as "provide".
 - 5. Guarantee and Warranty: "Warranty" is generally used in conjunction with products manufactured or fabricated away from the Project site, and "guarantee" is generally used in conjunction with units of work which require both products and substantial amounts of labor at the Project site. The resulting difference is that warranties are frequently issued by manufacturers, and guarantees are generally issued by Contractor and frequently supported (partially) by product warranties from manufacturers.
 - 6. Work: Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, shall culminate in the entire completed Project, or the various separately identifiable parts thereof.
 - 7. Contracting Officer: Contracting Officer means Contracting Officer or Contracting Officer's Representative.

1.5 CONFLICTS

- A. Report any conflicts to Contracting Officer for clarification.

Alaska Veterans & Pioneer Home
Partial Re-Roof
ANC 17-01C

Section 01073
Explanations: Drawings And Specifications

PART 2
[Not Used]

PRODUCTS

PART 3
[Not Used]

EXECUTION

END OF SECTION

SECTION 01090
REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Quality Assurance.
- B. Applicability of Reference Standards.
- C. Provision of Reference Standards at site.
- D. Acronyms used in Contract Documents for Reference Standards. Source of Reference Standards.

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Paragraph 3.4.2.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Project Advertisement date, or Effective Date of the Contract when there was no Advertisement, except when a specific date is specified.
- C. When required by an individual Specification section, obtain copy of standard. Maintain copy at site during submittals, planning, and progress of the specific Work, until Final Completion.
- D. Should specified reference standards conflict with Contract Documents, request clarification from the Architect/Engineer before proceeding. Local code requirements, where more stringent than referenced standards, shall govern.
- E. Neither the contractual relationship, duties, nor responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219

ADC	Air Diffusion Council 230 North Michigan Avenue Chicago, IL 60601
AGC	Associated General Contractors America 1957 E Street, N.W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association Association Building Ninth and Minnesota Hastings, NE 68901

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road Miami, FL 33135
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10174
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604
FGMA	Flat Glass Marketing Association 3310 Harrison White Lakes Professional Building Topeka, KS 66611
FM	Factory Mutual System 1151 Boston-Providence Turnpike Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Building 197 Washington, DC 20407

GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
IMIAC	International Masonry Industry All-Weather Council International Masonry Institute 815 15th Street, N.W. Washington, DC 20005
MFMA	Maple Flooring Manufacturers Association 2400 East Devon Suite 205 Des Plaines, IL 60018
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NSWMA	National Solid Wastes Management Association 1120 Connecticut Avenue, N.W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Avenue Des Plaines, IL 60018

PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
PS	Product Standard U.S. Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute Box 3812 St. Louis, MO 63122
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1703 Parham Road Suite 204 Richmond, VA 23229
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAS	Technical Aids Series Construction Specifications Institute 601 North Madison Street Alexandria, VA 22314
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540

UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
WCLIB	West Cost Lumber Inspection Bureau Box 23145 Portland, OR 97223

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01120
ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedural requirements.
- B. Rehabilitation and renovation of existing spaces and materials.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions
- B. Section 01010 – Summary of Work
- C. Section 01045 - Cutting and Patching

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in individual Specification Sections.
- B. Match existing products and work for patching and extending Work.
- C. Determine type and quality of existing products by inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish, or type of Work, requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent with existing quality and Contract Documents.

PART 3 EXECUTION

3.01 GENERAL

- A. Remove existing work, materials and items as indicated on the Drawings, as required by job site conditions, as scheduled, and as specified herein, to accomplish new Work and alteration in the existing building.
- B. Remove work carefully and only to the extent required for the final Work. Minimize damage to adjacent materials.
- C. When portions of existing conditions are shown, it is not meant to indicate that all existing conditions are shown.
- D. Patch existing surfaces which are made defective in appearance or function by the execution of Work.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools and electric hammers are not permitted.
- F. Conduct all operations with a minimum of noise.
- G. Take reasonable and adequate precautions to protect the Owner's property from

damage during demolition Work, moving of debris, and damage by the elements. Restore any damage to Owner property due to the aforesaid work or replace in a manner satisfactory to the Contracting Officer.

- H. Provide and maintain suitable barricades, shelters, lights, and danger signals during the progress of the Work. Provide barricades meeting the requirements of the applicable building codes. Assume the responsibility of barriers to completion of Contract and remove at completion of Contract.
- I. Locate penetrations to avoid structural members.

3.02 INSPECTION

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.03 PREPARATION

- A. Plan all work in advance, informing Contracting Officer of procedure and schedule.
- B. Verify existing conditions affecting Work including existing sizes and materials indicated prior to beginning Work or ordering materials that are affected by existing conditions. Notify Contracting Officer of conflicts in writing.
- C. Erect dust-proof partitions where demolition work is in progress and as directed. Such partitions shall remain in place until their removal is directed.
- D. Where openings are to be cut in existing structures, cut such openings with care. Where materials, equipment, frames, etc., are to be removed, remove such items with care to minimize damage to adjacent materials.
- E. Cut, move, or remove items as necessary for access to alterations and renovations Work; replace and restore at completion.
- F. Cut pockets, openings, chases, depressions, etc., to install or allow for installation of materials or equipment.
- G. Remove from site unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete; replace materials as specified for finished Work.
- H. Remove from site, including concealed spaces, debris and abandoned items resulting from demolition operations from the site promptly. No accumulation of debris will be permitted.
- I. Prepare surfaces and remove surface finishes to provide for proper installation of new Work and new finishes.
- J. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.04 INSTALLATION

- A. Coordinate Work of alterations and renovations to expedite completion and to accommodate Owner occupancy. Remove, cut, and patch Work in a manner to

minimize damage and to provide means of restoring products and finishes to original condition.

- B. Refinish visible existing surfaces to remain in renovated rooms and spaces with a neat transition to adjacent new finishes.
- C. In addition to specified replacement of equipment restore existing mechanical and electrical systems to full operational condition.
- D. Install products as specified in individual Specification Sections.

3.05 TRANSITIONS

- A. Where new Work abuts or aligns with existing, make a smooth and even transition. Patched Work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Contracting Officer.

3.06 ADJUSTMENTS

- A. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Contracting Officer review.
- B. Trim existing doors as necessary to clear new floor finishes; refinish trimmed areas.
- C. Fit Work at penetrations of surfaces as specified in Sections 01005 and 01045.

3.07 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are disturbed, damaged, or otherwise made defective in appearance or function by the execution of Work under this Contract. Restore to original condition.
- B. Repair substrate prior to patching finish.

3.08 FINISHES

- A. Finish surfaces as specified in individual Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.09 CLEANING

- A. In addition to cleaning specified in Section 01500, clean Owner occupied areas of Work daily.
- B. After the demolition Work in any area is completed, clean the area before new construction is started.

END OF SECTION

SECTION 01126
CONTRACTOR'S CERTIFICATION OF SUBCONTRACTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for preparing, submitting and accepting subcontracts.

1.02 RELATED REQUIREMENTS

- A. Document 00100 - Instructions to Bidders, Requirements of Apparent Low Bidder
- B. Document 00430 - Subcontractor List
- C. Document 00700 - General Conditions: Paragraph 6.13.1, Subcontractor Certification and Approval
- D. Section 01300 - Submittals: Procedures

1.03 PREPARATION OF CERTIFICATION

- A. Certification Forms: Use only forms provided by DEPARTMENT.
- B. CONTRACTOR to prepare certification form in accordance with the instructions on the reverse side of form. Multiple subcontracts may be included under a single submittal. Where required, attach additional information -- cross referenced to the appropriate Subcontract -- to the certification form.
- C. Substitute certification forms will not be considered.

1.04 SUBMITTAL OF CERTIFICATION

- A. CONTRACTOR shall submit the initial and all subsequent certification form(s) in accordance with the submittal requirements identified under paragraph 1.02.D, previous.

1.05 CONSIDERATION OF CERTIFICATION


- A. Following receipt of submittal and within a reasonable period of time DEPARTMENT shall review for each of the following:
 - 1. Completeness of forms and attachments
 - 2. Proper execution (signatures) of forms and attachments
- B. Submittals which are not complete or not properly executed will be returned to the CONTRACTOR under a transmittal letter denoting the deficiencies found. CONTRACTOR shall correct and resubmit per paragraph 1.04, previous.
- C. SUBCONTRACTORS WHICH HAVE NOT BEEN APPROVED BY THE DEPARTMENT SHALL NOT BE ALLOWED ON SITE.
- D. Payment will not be made for work performed by a non-certified subcontractor.

1.06 ACKNOWLEDGEMENT OF CERTIFICATION

- A. Submittals which have been examined by the DEPARTMENT and are determined to be complete and properly executed shall be acknowledged as such by the Department's project Manager on the approval line of the certification form.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

Department of Health and Social Services	Section 01126 Contractor's Certification of Subcontracts	
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PROJECT: _____ PROJ. # _____

PRIME CONTRACTOR: _____

Pursuant 00700 6.13.1, we hereby stipulate the following concerning the award of Work to the last Subcontractor on the following list:

1. General Contractor _____
Second Tier _____
Third Tier _____
Fourth Tier _____

2. Date of Subcontract: _____

3. Amount of Subcontract: \$ _____

4. Scope of Work: _____

5. Are the following documents kept on file by both the Contractor and the Subcontractor (circle appropriate answer)?

EEO-1 Certification (Form 25A304)	Y	N
EEO Bid Conditions (Form 25A330)	Y	N
Contract Minimum Wage Schedule	Y	N
Civil Rights Representative Form (25A302)	Y	N

6. Does the Subcontract contain provisions for prompt payment, release of retainage, and interest on late payment and retainage conforming to AS 36.90.210?

Y **N**

7. Does the Subcontract specifically bind the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Department and does it contain waiver provisions as required by 00700 13.17 and termination provisions as required by 00700 Article 14 (6.13.3)?

Y **N**

8. a. Does the Subcontractor have adequate insurance coverages as specified in 00700 5.4.2?

Y **N**

If not, does the Contractor stipulate that the insurance limits of the Subcontractor are acceptable to the Contractor and that he has notified his insurance carrier of the reduced insurance limits?

Y **N**

b. Does the evidence of insurance certify that the policies described thereon comply with all aspects of the insurance requirements for this project?

Y **N**

c. Does the evidence of insurance list the Department as an "Additional Insured" or "Certificate Holder"?

Y N

d. Does the evidence of insurance commit to providing 30 day written notice of cancellation or reduction of any coverage? Y N

e. Insurance Expiration dates:

Comprehensive or Commercial General Liability: _____

Automobile: _____ Workers' Compensation: _____

(Other) _____:

9. Copies of the following professional certifications, licenses, and registrations are attached (circle all that apply):

Business License (mandatory)

Contractor License (mandatory)

Land Surveyor's License

Electrical Administrator's License (mandatory for electrical subs)

Engineer/Architect

Other: _____

10. Exceptions to any of the above are explained as follows: _____

CERTIFICATION: I certify all the above to be true and correct.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

DEPARTMENT'S APPROVAL/DISAPPROVAL

The subject subcontract is **APPROVED**. Nothing in this approval should be construed as relieving the Prime Contractor of the responsibility for complete performance of the work or as a waiver of any right of the Department to reject defective work.

Signature: _____ Date: _____

Jennifer Klein, Contracting Officer

The subject subcontract is **NOT APPROVED** for the following reasons:

Signature: _____ Date: _____

Project Manager

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures.
- B. Construction Progress Schedules.
- C. Schedule of Values.
- D. Shop Drawings, Product Data, and Samples.
- E. Field Samples.

1.02 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work.
- B. Section 01027 - Applications for Payment.
- C. Section 01400 - Quality Control: Manufacturers' Field Services, Testing Laboratory Services.
- D. Section 01600 - Material and Equipment: Products List.
- E. Section 01700 - Contract Closeout: Closeout Procedures.

1.03 PROCEDURES

- A. Deliver submittals to DEPARTMENT as directed.
- B. Transmit each item under DEPARTMENT accepted form. Identify Project, CONTRACTOR, Subcontractor, Major Supplier, identify pertinent Drawing sheet and detail number, and Specification section number, as appropriate. Identify deviations from Contract Documents by submitting a DEPARTMENT supplied Substitution Request Form. Provide a minimum of 8 1/2" x 5 1/2" blank space on the front page for CONTRACTOR, and Consultant review stamps.
- C. Submit initial progress schedules and Schedule of Values in five copies in accordance with paragraph SC6.6 of Document 00800 - Supplementary Conditions prior to submitting first Application for Payment. Form and content shall be reviewed by the DEPARTMENT. After review by DEPARTMENT revise and resubmit as required. Submit subsequent updated schedules (10) days prior to each Application for Payment.
- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- E. After DEPARTMENT review of submittal, revise and resubmit as required, identifying changes made since previous submittal. Provide total numbers of submittals as required for the first submission, if 6 are required and 4 were returned for revisions, submit 6 again. The DEPARTMENT and Consultants will not return the first or revised copies of rejected submittals for re-use. DO NOT submit partial copies of submittals for incorporation into rejected submittal packages which have been kept by the DEPARTMENT and/or Consultants. Provide COMPLETE copies for each review.
- F. If drawings, product submittals, samples, mock-ups, or other required submittals are incomplete or not properly submitted, the DEPARTMENT will not review the submittal and will immediately return submittal to CONTRACTOR. DEPARTMENT will review a

submittal no more than three times (incomplete or improper submittals count as one). CONTRACTOR shall pay all review costs associated with more than three reviews, unless a resubmittal is required due to new comments addressing previously submitted information.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit horizontal bar Gantt chart (see below for electronic version requirements). Schedule shall show:

1. Separate bar for each major trade or operation, identifying the duration of each activity and precedent activities.
2. Complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Show each work plan and separate work area as a separate activity or group of activities.
3. Submittal dates for required for Shop Drawings, product data, and samples, and product delivery dates, including those furnished by DEPARTMENT and those under allowances.
4. All required submittals and indicating the date for each required submittal.
5. Show projected percentages of completion for each item of Work and submittal as of time of each Application for Progress Payment. See below for electronic version requirements.
6. **ELECTRONIC VERSION: REQUIRED FOR ALL PROJECTS WHEN THE ORIGINAL CONTRACT AMOUNT IS EQUAL TO OR GREATER THAN \$500,000.00.** Submit Progress Schedule plotted on paper no larger than 24" x 36" and no smaller than 8 1/2" x 11" from the electronic program. Provide in electronic form on CD for IBM and compatible using Microsoft Project 2000 version 9.0. CD will not be returned by the DEPARTMENT.
7. Submit Progress Schedule percentages in Tracking Gantt form plotted from and in electronic form as stated above.

1.05 SCHEDULE OF VALUES

A. FORMAT

1. Form and content must be acceptable to DEPARTMENT.
2. CONTRACTOR's standard form or media-driven printout will be considered on request.
3. Follow table of contents of Project manual for listing component parts. Identify each line item by number and title of listed Specification sections.

B. CONTENT

1. List installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for progress payments. Round off values to nearest dollar.
2. For each major subcontract, list products and operations of that subcontract as separate line items.
3. Coordinate listings with progress schedule.
4. Component listings shall each include a directly proportional amount of CONTRACTOR's overhead and profit.

5. For items on which payments will be requested for stored products, list sub-values for cost of stored products with taxes paid.
6. Specific line item Values as indicated below shall be minimum acceptable amounts and must be included on all approved Schedules of Values and Applications for Payment.
 - a. **Section 01700 - Contract Closeout. Value of all required Substantial Completion Submittals and Closeout Submittals shall be not less than \$6,500.00 (six thousand five hundred dollars).**
 - b. No progress payments will be made for Substantial Completion Submittals and Closeout Submittals until **all** submittals have been submitted to and accepted by the DEPARTMENT.
7. The sum of values listed shall equal total Contract Price.

C. SUBMITTAL

1. Submit four copies of Schedule prior to submitting the CONTRACTOR's first Application for Payment. Subsequent updated Schedule of Values shall be presented for review ten days prior to each Application for Payment.
2. Transmit under DEPARTMENT accepted form transmittal letter. Identify Project by DEPARTMENT title and Project number; identify Contract by DEPARTMENT Contract number.

D. SUBSTANTIATING DATA

1. When DEPARTMENT requires substantiating information, submit data justifying line item amounts in question.
2. Provide one copy of data with cover letter for each copy of the Application for Payment. Show application number and date, and line item by number and description.

1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SHOP DRAWINGS:

1. Present in a clear and thorough manner. Label each Shop Drawing with DEPARTMENT's Project name and Project number; identify each element of the Shop Drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
2. Identify field dimensions; show relation to adjacent or critical features or Work or products.
3. Minimum Sheet Size: 8-1/2"x11". Larger sheets may be submitted in multiples of 8-1/2"x11".

B. PRODUCT DATA

1. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
2. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.

C. SAMPLES

1. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for DEPARTMENT selection.
2. Submit samples to illustrate functional characteristics of products, including parts and attachments.
3. Approved samples, which may be used in the Work, are indicated in the Specification section.
4. Label each sample with identification required for transmittal letter.
5. Provide field samples of finishes at Project, at location acceptable to DEPARTMENT, as required by individual Specification section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed Work.

D. MANUFACTURER'S INSTRUCTIONS

1. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation start-up, adjusting, and finishing, in quantities specified for product data.
2. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, balancing, and finishing under provisions of Section 01400.

E. CONTRACTOR REVIEW

1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
2. Coordinate submittals with requirements of Work and of Contract Documents.
3. Sign or initial each sheet of Shop Drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify DEPARTMENT in writing at time of submittal, of any deviations from requirements of Contract Documents.
4. Do not fabricate products or begin Work that requires submittals until return of submittal with DEPARTMENT acceptance.

F. SUBMITTAL REQUIREMENTS

1. Each submittal to be numbered by Specification Section and Paragraph. Revisions shall be identified by a hyphen after the paragraph, with a letter designator. Example: 1st submittal "01010 1.08A" 2nd submittal 01010 1.08A - A".
2. Transmit submittals in accordance with the required submittal schedule and in such sequence to avoid delay in the Work.
3. Provide 8 1/2" x 5 1/2" blank space on each submittal for CONTRACTOR and Consultant stamps.
4. Apply CONTRACTOR'S stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
5. Coordinate submittals into logical groupings to facilitate interrelation of the several items:

- a. Finishes which involve DEPARTMENT selection of colors, textures, or patterns.
 - b. Associated items that require correlation for efficient function or for installation.
6. Submit number of opaque reproductions of shop drawings CONTRACTOR requires, plus six that will be retained by DEPARTMENT.
7. Submit number of copies of product data and manufacturer's instructions CONTRACTOR requires, plus three copies, which will be retained by DEPARTMENT.
8. Submit number of samples specified in individual Specifications sections.
9. Submit under DEPARTMENT accepted transmittal form letter. Identify Project by title and DEPARTMENT Project number; identify Contract by DEPARTMENT contract number. Identify Work and product by Specification section and Article number.
10. Each submittal shall have as its face document a completed DEPARTMENT furnished Submittal Summary form.
11. Each submittal shall include the manufacturer's name and address, and supplier's name, address and telephone number.

G. RESUBMITTALS

1. After DEPARTMENT review of submittal, revise and resubmit as required, identifying changes made since previous submittal. Provide total numbers of submittals as required for the first submission, if 6 are required and 4 were returned for revisions, submit 6 again. The DEPARTMENT and Consultants will not return the first or revised copies of rejected submittals for re-use. DO NOT submit partial copies of submittals for incorporation into rejected submittal packages which have been kept by the DEPARTMENT and/or Consultants. Provide COMPLETE copies for each review.

H. DEPARTMENT REVIEW

1. DEPARTMENT or authorized agent will review Shop Drawings, product data, and samples and return submittals within (14) working days.
2. DEPARTMENT or authorized agent will examine shop drawings for general arrangement, overall dimensions and suitability, and will return to the CONTRACTOR marked as follows;
 - "No Exceptions Taken" - denotes that the submittal generally meets the requirements of the Contract Documents. "No Exceptions Taken" does not indicate a review of the CONTRACTOR's design except for general compliance with the requirements of the Contract Documents.
 - "Make Corrections Noted" - denotes review is conditional on compliance with notes made on the submittal.
 - "Revise and Resubmit" - denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. Required revisions will be identified to the CONTRACTOR.

- "Rejected" - denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work. Reasons for rejection will be identified to the CONTRACTOR.

3. Review by the DEPARTMENT of shop and erection drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is consistent with the requirements of the Contract Documents. Review of such drawings shall not relieve the CONTRACTOR of the responsibility for errors, dimensions, and detail design.
4. DEPARTMENT will require submittal of all required color and finish samples in order to approve any on color or finish.

I. DISTRIBUTION

1. Duplicate and distribute reproductions of Shop Drawings, copies of product data, and samples, which bear Consultant's stamp, to job site file, record documents file, Subcontractors, Suppliers, and other entities requiring information.

J. SCHEDULE OF SUBMITTALS

1. Submittal Register Form to be completed by CONTRACTOR and approved by DEPARTMENT prior to submittal of any items.
2. Submit shop drawings, product data and samples as required for each specification section.
3. Format.

a. Submittal schedule form as provided by DEPARTMENT.

1.07 FIELD SAMPLES

- A. Provide field samples of finishes at Project as required by individual Specifications section. Install sample complete and finished. Acceptable samples in place may be retained in completed Work.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. CONTRACTOR participation in preconstruction conferences.
- B. CONTRACTOR administration of progress meetings.

1.02 RELATED REQUIREMENTS

- A. Document 00120 - Supplementary Instructions to Bidders: Pre-Bid Conference.
- B. Section 01010 – Summary of Work: Coordination.
- C. Section 01300 - Submittals: Construction Progress Schedules, Shop drawings, Product data, and Samples.
- D. Section 01400 - Quality Control.
- E. Section 01700 - Contract Closeout: Project Record Documents, Operation and Maintenance Data.

1.03 PRECONSTRUCTION CONFERENCES.

- A. DEPARTMENT will administer preconstruction conference for execution of Contract and exchange of preliminary submittals and review of administrative procedures.
- B. DEPARTMENT will administer site mobilization conference at Project site for clarification of CONTRACTOR responsibilities in use of site and coordination with Using Agency for occupancy throughout the duration of the work. CONTRACTOR shall provide the detailed written work plan in preparation for this meeting.

1.04 PROGRESS MEETINGS

- A. Contractor shall schedule and administer weekly Project meetings throughout progress of the Work (unless this requirement is waived by the Project Manager), and other meetings as required to coordinate work, and preinstallation conferences.
- B. Attendance: Job superintendent, major Subcontractors and Suppliers; DEPARTMENT and Consultants as appropriate to agenda topics for each meeting.
- C. Minimum Required Agenda: Review of Work progress, status of progress schedule and adjustments thereto, Work anticipated in the next week, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certificates.
- E. Mockups.
- F. Manufacturers' Field Services.
- G. Testing Laboratory Services.
- H. Departmental Inspection Services.

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Inspection and testing required by governing authorities.
- B. Section 01010 – Summary of Work: Work Plans and Access to Facility, Individual Work Areas, and Tests required for inspection of the existing roof deck and structural members.
- C. Section 01090 - Reference Standards: Applicability of Reference Standards.
- D. Section 01300 - Submittals: Shop Drawings, Product Data, and Samples

1.03 QUALITY CONTROL, GENERAL

- A. Maintain quality control over Suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform Work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from DEPARTMENT before proceeding.

1.06 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.07 MOCKUPS

- A. When required by individual Specifications section, erect complete, full-scale mockup of assembly at site, perform required tests, and remove mockup at completion, when approved by DEPARTMENT.

1.08 MANUFACTURERS' FIELD SERVICES

- A. When required by manufacturer or when specified in respective Specification sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- B. Require manufacturer's representative to submit written report to DEPARTMENT listing observations and recommendations.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Electricity, Lighting.
- B. Heat, Ventilation.
- C. Telephone Service.
- D. Water.
- E. Sanitary Facilities.
- F. Dust Control (Exterior).
- G. Construction Enclosures.
- H. Barriers.
- I. Barricades, Warnings, and Markings (Airport Operations).
- J. Protection of Installed Work.
- K. Security.
- L. Water Control.
- M. Cleaning During Construction.
- N. Removal.
- O. Waste Storage Equipment.
- P. Cleaning of the Project Area.
- Q. Disposal.
- R. Tool Control

1.02 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work: Use of Premises.
- B. Section 01010 - Summary of Work: Shutoffs and Disruptions to Service.
- C. Section 01540 - Security.
- D. Section 01700 - Contract Closeout: Final cleaning.

1.03 ELECTRICITY, LIGHTING

- A. Connect to existing service; provide branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords. DEPARTMENT will pay costs of energy used.
- B. Provide lighting for construction operations.
- C. Take precautions to conserve energy. Wasteful use of power will be back charged to the CONTRACTOR.

1.04 HEAT, VENTILATION

- A. Provide as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity.
- B. Do not use permanent facilities for temporary purposes.
- C. Fully exhaust to the outside welding fumes generated from operations related to performance of the Work.
- D. Provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.05 TELEPHONE SERVICE

- A. Provide telephone service if required for construction operations.

1.06 WATER

- A. Provide service required for construction operations. Extend branch piping with outlets located so that water is available by use of hoses.
- B. The DEPARTMENT will pay for water used.
- C. Hoses or temporary piping will not be permitted in public areas where a hazard to the public may be created.

1.07 SANITARY FACILITIES

- A. Designated existing facilities may be used during construction operation; maintain in clean sanitary condition. Do not use facilities for construction for cleaning of construction equipment.

1.08 DUST CONTROL

- A. Execute Work by methods that minimize raising of dust or airborne debris from construction or demolition operations
- B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere

1.09 CONSTRUCTION ENCLOSURES

- A. Provide temporary enclosures/partitions around areas inside the facility that are affected by the construction. Enclosures/partitions shall:
 - 1. Isolate construction from Using Agency and residents. Enclosure/partitions must be secured with a padlock.
 - 2. Prevent the penetration of dust and/or moisture into occupied areas. Partitions must be sealed at ceiling and floor.
 - 3. Prevent damage to existing materials, finishes, and equipment or other existing building components and contents.
 - 4. Be designed and stamped by an engineer licensed by the State of Alaska if over 12 feet high.
 - 5. Be constructed of metal studs, painted GWB, 10 mil polyethylene, and sound attenuation insulation. Enclosures/Partitions shall extend from floor to ceiling with complete closure at adjoining walls.

- B. The CONTRACTOR shall include his plan for construction enclosures in the work plan prepared under Section 01010.

1.10 BARRIERS

- A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barriers to provide both separation and safety to adjacent building occupants..

1.11 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.

1.12 SECURITY.

- A. Provide security program and facilities to protect Work, existing facilities, and Using Agency's operations from unauthorized entry, vandalism, and theft. Coordinate with DEPARTMENT security program.

1.13 WATER CONTROL

- A. Protect the interior of the facility from water and/or moisture infiltration

1.14 CLEANING DURING CONSTRUCTION

- A. In accordance with Part 2 and Part 3 of this specification.

1.15 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to specified, or to original, condition.

PART 2 PRODUCTS

2.01 WASTE STORAGE EQUIPMENT

- A. Provide covered containers for deposit of materials, waste materials, debris, and rubbish.

PART 3 EXECUTION

3.01 CLEANING OF THE PROJECT AREA

- A. Maintain all areas under CONTRACTOR's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to closing the space.
- C. Immediately clean interior areas after completion of the work to provide suitable conditions for building occupants and residents. All resident occupied areas and areas used by the general public require cleanup at the end of each shift.

- D. Broom clean interior areas prior to start of surface finishing, and continue cleaning on an as needed basis.
- E. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.

3.02 DISPOSAL

- A. Promptly remove waste materials, debris, and rubbish from site periodically and dispose of in accordance with all Federal, State and local regulations.

END OF SECTION

SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Products List.
- F. Substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions.
- B. Section 01010 - Summary of Work.
- C. Section 01090 - Reference Standards.
- D. Section 01400 - Quality Control: Manufacturers' Certificates.
- E. Section 01700 – Contract Closeout: Closeout Procedures, Operation and Maintenance Data, Warranties, Spare Parts and Maintenance Materials.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

- A. **HANDLE AND STORE MATERIALS FOR CONSTRUCTION, PRODUCTS OF DEMOLITION, AND OTHER ITEMS TO AVOID DAMAGE TO BUILDING.**
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- D. Provide Material Safety Data Sheets (MSDS) for all products which may produce unpleasant or noxious odors. CONTRACTOR shall provide for adequate venting if needed.

1.06 OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions by meeting product description: Submit a request for substitution for any manufacturer not specifically named that meets the product description specifications.
- C. Products Specified by Naming one or More Manufacturers followed by the term "No Substitutions": Use only specified manufacturers, no substitutions allowed.

1.07 PRODUCTS LIST

- A. Within 7 days after date of Notice to Proceed, transmit four copies of a list of products, which are proposed for installation, including name of manufacturer.
- B. Tabulate products by Specifications section number, title, and Article number
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- D. DEPARTMENT will reply in writing within five days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

1.08 SUBSTITUTIONS

- A. SUBSTITUTION SUBMITTAL PERIOD
 - 1. Product substitution requests will be considered only within 7 days after date established in Notice to Proceed. Subsequent requests will be considered only in case of product unavailability or other conditions beyond control of CONTRACTOR. (Submit on Substitution Request Form "B")
- B. LIMITATIONS ON SUBSTITUTIONS
 - 1. **Only one request for substitution will be considered for each product** from each Prime Bidder/CONTRACTOR. When substitution is not accepted, Prime Bidder/CONTRACTOR shall provide specified product.
 - 2. Substitutions will not be considered when indicated on Shop Drawings or product data submittals.
 - 3. Substitute products shall not be ordered or installed without written acceptance.
 - 4. DEPARTMENT will determine acceptability of substitutions.
- C. REQUESTS FOR SUBSTITUTIONS
 - 1. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with

requirements of Contract Documents.

2. Identify product by Specification section and Article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and Suppliers as are appropriate.
3. Attach product data as specified in Section 01340.
4. List similar projects using product, dates of installation, and names of design Consultant(s) and owner.
5. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to Specification sections and Article numbers.
6. Give quality and performance comparison between proposed substitution and the specified product.
7. Give cost data comparing proposed substitution with specified product, and amount of net change to Contract Price.
8. List availability of maintenance services and replacement materials.
9. State effect of substitution on construction schedule, and changes required in other Work or products.

D. CONTRACTOR REPRESENTATION

1. Request for substitution constitutes a representation that CONTRACTOR has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.
2. CONTRACTOR will provide same warranty for substitution as for specified product.
3. CONTRACTOR will coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.
4. CONTRACTOR certifies that cost data presented is complete and includes all related costs under this Contract.
5. CONTRACTOR waives claims for additional costs related to substitution which may later become apparent.

E. SUBMITTAL PROCEDURES

1. Submit five copies of complete request for Substitution Request Form. Request to include complete product information and data, color swatch board, and certification that proposed product meets or exceeds all requirements for the specified product.
2. DEPARTMENT will review CONTRACTOR's requests for substitutions within 5 days of receipt.
3. After receipt of submittal, DEPARTMENT will notify CONTRACTOR, in writing, of decision to accept or reject requested substitution within 5 days.
4. For accepted products, submit Shop Drawings, product data, and samples under provisions of Section 01300.

Alaska Veterans & Pioneer Home
Partial Re-Roof
ANC 17-01C
PART 3 EXECUTION

Section 01600
Material and Equipment

Not Used

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Warranties.
- F. Spare Parts and Maintenance Materials.
- G. Maintenance Service.

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Fiscal provisions, legal submittals, and other administrative requirements.
- B. Section 01010 - Summary of Work: Using Agency Occupancy.
- C. Section 01400 – Quality Control: Departmental Inspection Services.
- D. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.

1.03 CLOSEOUT PROCEDURES

- A. Substantial Completion and Final Completion:
 - 1. Substantial Completion:
 - a. Submit the following prior to requesting a Substantial Completion Inspection:
 - 1. Evidence of Compliance with Requirements of Governing Authorities:
 - I. Certificate of Occupancy.
 - II. Required Certificates of Inspection.
 - 2. Project Record Documents in accordance with sub section 1700-1.05
 - 3. Operation and Maintenance Data in accordance with sub section 1700-1.06
 - 4. Spare Parts and Maintenance Materials in accordance with sub section 1700-1.08
 - b. Substantial Completion shall be considered by the DEPARTMENT when:
 - 1. Written notice is provided 7 days in advance of inspection date.
 - 2. List of items to be completed or corrected is submitted.
 - 3. Operation and Maintenance Manuals are submitted and approved by the DEPARTMENT.
 - 4. Equipment and systems have been tested, adjusted, balanced and are fully operational.
 - 5. Automated and manual controls are fully operational.
 - 6. Operation of system has been demonstrated to DEPARTMENT

Personnel.

7. Certificate of Occupancy is submitted.
 8. Certificates of Inspection for required inspections have been submitted.
 9. Project Record Documents for the Work or the portion of the Work being accepted are submitted and approved.
 10. Spare parts and maintenance materials are turned over to DEPARTMENT.
 11. All keys are turned over to the DEPARTMENT.
- c. Should the DEPARTMENT inspection find Work is not substantially complete, the Department will promptly notify CONTRACTOR in writing, listing observed deficiencies.
 - d. The CONTRACTOR shall remedy deficiencies and send a second written notice of Substantial Completion.
 - e. When the DEPARTMENT finds Work is substantially complete the DEPARTMENT will prepare a certificate of Substantial Completion in accordance with provisions of General Conditions

B. FINAL COMPLETION:

1. When CONTRACTOR considers Work is complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents, and deficiencies listed with certificate of Substantial Completion have been corrected.
 - d. Work is complete and ready for final inspection.
2. Should the DEPARTMENT inspection find Work incomplete, DEPARTMENT will promptly notify CONTRACTOR in writing listing observed deficiencies.
3. CONTRACTOR shall remedy deficiencies and send a second certification of Final Completion.
4. When DEPARTMENT finds Work is complete, DEPARTMENT will consider closeout submittals.

C. REINSPECTION FEES

1. Should status of completion of Work require more than two re-inspections by the DEPARTMENT due to failure of Work to comply with CONTRACTOR's responsibility, the DEPARTMENT will deduct the cost of re-inspection from final payment to CONTRACTOR as provided in the Contract Documents.
2. Re-inspection fees shall not exceed \$5,000 for any one re-inspection.

D. CLOSEOUT SUBMITTALS

1. Warranties and Bonds: Under provisions of Section 01700.
2. Evidence of Payment: In accordance with Conditions of the Contract.
3. Consent of Surety to Final Payment.
4. Certificates of Insurance for Products and Completed Operations: In accordance with Supplementary Conditions.

5. Certificate of Release.

E. APPLICATION FOR FINAL PAYMENT

1. Submit application for final payment in accordance with provisions of the General Conditions of the Contract.
- F. Using Agency will occupy Concourse A for the purpose of conduct of business, under provision stated in certificate of Substantial Completion.
- G. DEPARTMENT will issue a summary Change Order reflecting final adjustments to Contract Price not previously made by Change Order.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment. Clean roofs, gutters, downspouts, and drainage systems.
- C. Clean site; sweep paved areas, rake clean other surfaces.
- D. Use materials which will not create hazards to health or property, and which will not damage surfaces. Follow manufacturers recommendations.
- E. Maintain cleaning until the DEPARTMENT issues certificate of substantial Completion.
- F. Remove waste, debris, and surplus materials from the site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturers instructions for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by DEPARTMENT.
- C. Store Record Documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. SPECIFICATIONS: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction graphically to scale including:
 1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances,

referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

1.06 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit data bound in 8-1/2 by 11 inch (A4) text pages, 3-D side ring binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are requested.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with the tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed on 24 pound white paper, in 3 parts as follows:
 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, CONTRACTOR, subcontractors, and major equipment suppliers.
 2. Part 2: Operations and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
 3. Part 3: Project Documents and Certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Originals of warranties and bonds.
- E. Submit one draft copy of completed volumes five working days prior to Substantial Completion inspection. This copy will be reviewed and returned, with DEPARTMENT comments. Revise content of all document sets as required prior to final submission.
- F. Submit three sets of revised final volumes within ten days after Substantial Completion Inspection.

1.07 WARRANTIES

- A. As a condition precedent to Final Payment, all guaranties and warranties as specified under various sections of the Contract Documents shall be obtained by the CONTRACTOR and delivered to the OWNER, in duplicate giving a summary of guarantees attached and stating the following in respect to each:
 - 1. Character of Work affected.
 - 2. Name of Subcontractors.
 - 3. Period of Guarantee.
 - 4. Conditions of Guarantee.
- B. Delivery of said guarantees and/or warranties shall not relieve the CONTRACTOR from any obligations assumed under any other provision of the Contract.
- C. If, within any guarantee period, repairs or changes are required in connection with the guaranteed Work, which in the opinion of the OWNER is rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the CONTRACTOR shall, upon receipt of notice from the OWNER, and without expense to the OWNER, proceed within seven (7) calendar days to:
 - 1. Place in satisfactory conditions in every particular all of such guaranteed Work, correct all defects therein, and make good all damages to the structure or site.
 - 2. Make good all Work or materials, or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.
- D. If the CONTRACTOR, after notice, fails to comply without the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and CONTRACTOR's Surety shall be liable for all expenses incurred in connection therewith, including Engineer's fees.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to project site and place in location as directed, obtain receipt prior to final payment.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION



State of Alaska
Department of Administration
Substitute Form W-9

Questions? Email DOA.DOF.Vendor.HelpDesk@alaska.gov

RETURN COMPLETED FORM TO:

Department of Administration
Division of Finance
P.O. Box 110204
Juneau, AK 99811-0204
Or FAX to: (907) 465-2169

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

The Internal Revenue Service requires the State of Alaska to issue 1099 forms when payments to individuals, partnerships or limited liability companies for rents, services, prizes, and awards meet or exceed \$600.00 for the year. An IRS Form 1099 is not required when payments are specifically for merchandise or made to some types of corporations.

Print or Type

Please see attachment or reverse for complete instructions

Legal Name (as shown on your income tax return)	State of Alaska Vendor Number (if known)
Business Name , if different from above (use if doing business as (DBA) or enter business name of Sole Proprietorship)	Entity Designation (check only one type) <input type="radio"/> Individual / Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> General Corporation <input type="radio"/> Medical Corporation <input type="radio"/> Legal Corporation <input type="radio"/> Limited Liability Company – Individual <input type="radio"/> Limited Liability Company – Partnership <input type="radio"/> Limited Liability Company – Corporation <input type="radio"/> Government Entity <input type="radio"/> Estate / Trust <input type="radio"/> Organization Exempt from Tax - Nonprofit (under Section 501 (a)(b)(c)(d))
Primary Address (for 1099 form) PO Box or Number and Street, City, State, Zip + 4	Exemption (See Instructions) <input type="text"/> Exempt payee code (if any) <input type="text"/> Exemption from FATCA Reporting Code (if any)
Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, Zip + 4	

Taxpayer Identification Number (TIN) Provide Only One (If sole proprietorship provide EIN, if applicable)

Social Security Number (SSN)	Employer Identification Number (EIN)
If Change of Ownership or Entity Designation	Date of Change:
Previous Owner / Business Name	Previous Taxpayer Identification Number (TIN)

Certification

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, **AND**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **AND**
3. I am a U.S. person (including a U.S. resident alien), **AND**
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

Printed Name	Printed Title	Telephone Number
Signature	Date	Email Address

Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 1

Legal Name

As registered with the Internal Revenue Service (IRS)

- Individuals: Enter First Name MI Last Name
- Sole Proprietorships: Enter First Name MI Last Name
- LLC Single Owner: Enter owner's First Name MI Last Name
- All Others: Enter Legal Name of Business

Business Name

- Individuals: Leave blank
- Sole Proprietorships: Enter Business Name
- LLC Single Owner: Enter LLC Business Name
- All Others: Complete only if doing business as a DBA

Primary Address

Address where 1099 tax form should be mailed.

Remit Address

Address where payment should be mailed. Complete only if different from primary address.

State of Alaska Vendor Number

Your vendor number is an eight character alphanumeric code assigned to your company in the State of Alaska's accounting system. You may contact us at the email address listed on the form if you do not know your vendor number.

Entity Designation

Check *ONE* box which describes the type of business entity.

Taxpayer Identification Number

LIST ONLY ONE: Social Security Number OR Employer Identification Number. See *"What Name and Number to Give the Requester"* at right.

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

Change of Ownership or Entity Designation

This information is requested to allow taxable income to be reported correctly for both the new and old entities.

Certification

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information

returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or Single-Owner LLC	The owner ¹
For this type of account:	Give name and EIN of:
Sole Proprietorship or Single-Owner LLC	The owner ³
A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
Partnership or multi-member LLC	The partnership
A broker or registered nominee	The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) **Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Revised 09/29/2015

Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 2

Exemptions

If you are exempt from backup withholding and/or Foreign Account Tax Compliance Act (FATCA) reporting, enter in the Exemptions box any code(s) that may apply to you. See **Exempt payee code** and **Exemption from FATCA reporting code** below.

Exempt payee code

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947

Exemption from FATCA reporting code

The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A. An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B. The United States or any of its agencies or instrumentalities
- C. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G. A real estate investment trust
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I. A common trust fund as defined in section 584(a)
- J. A bank as defined in section 581
- K. A broker
- L. A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M. A tax exempt trust under a section 403(b) plan or section 457(g) plan

Scope of Work

PROJECT: ANC 17-01C Alaska Veterans & Pioneer Home Partial Re-Roof

FACILITY NAME: Alaska Veterans & Pioneer Home

ADDRESS: 250 E. Fireweed Palmer, AK 99645

PROJECT MANAGER: Mark Moon, DHSS Building Management Specialist

907 269-7812/ Email: mark.moon@alaska.gov

FACILITY CONTACT: Craig Tallman, Maintenance Foreman 761-6531 direct line

907 761-6531 direct/ Email: craig.tallman@alaska.gov

OVERVIEW:

The Alaska Veterans and Pioneer Home (AVPH) in Palmer Alaska is an assisted living facility providing long term care for Alaskan Seniors. The facility will remain occupied and fully operational during all phases of the roofing renovation. The safety and security of the residents and staff during construction is of utmost importance.

Over the last several decades AVPH has had several resident wings added. The roofing systems on these additions are comprised of various types including: EPDM, Torch down, Modified Bituminous Membrane and Metal roofing. The roofing system on the original structure is a standing seam metal roof. Tying these various roofing systems together are a random assortment of head walls and parapets of varying dimensions. A decided lack of detail in these transition areas has contributed to leaks and interior damage over the years.

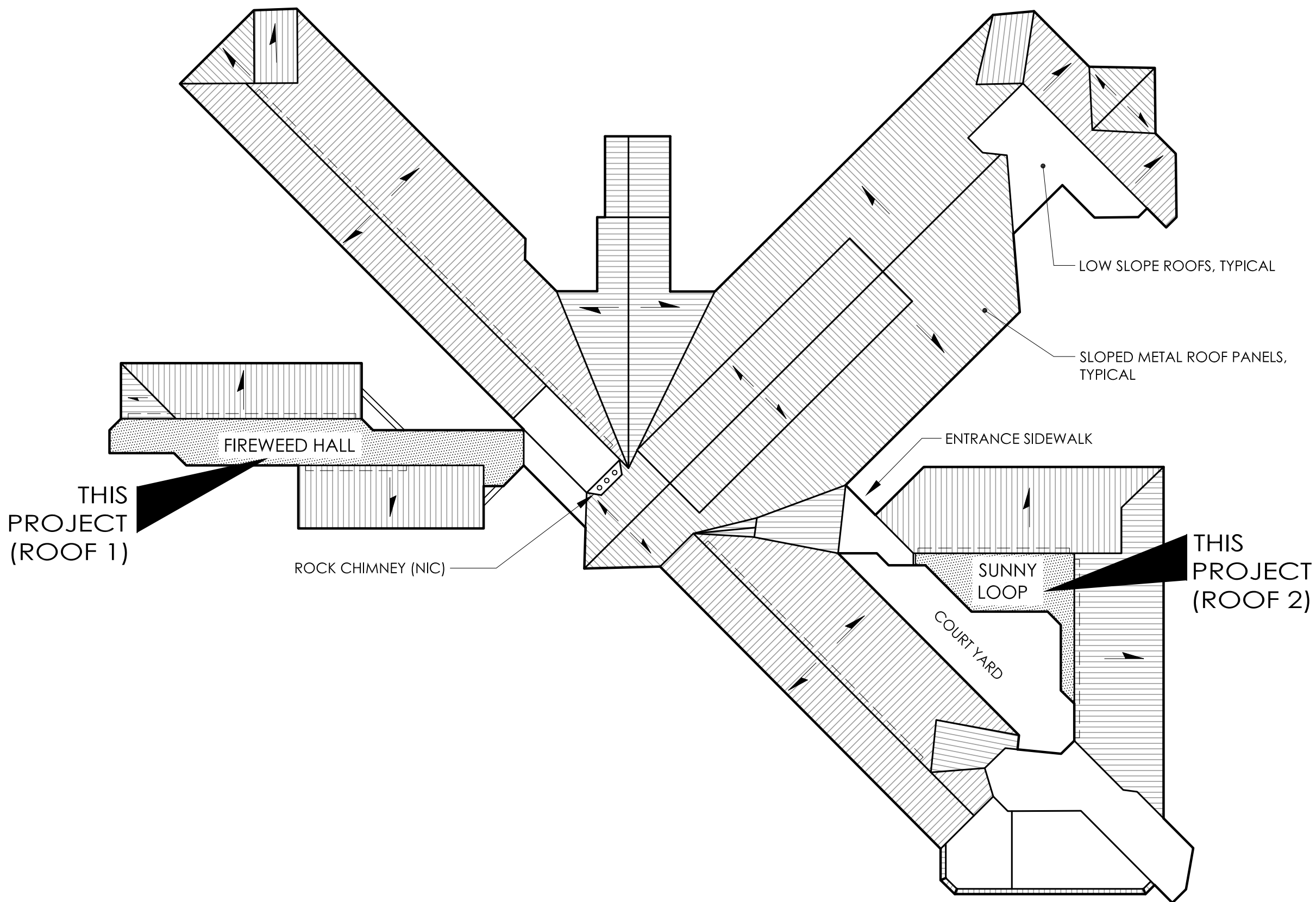
The AVPH Partial Reroof Scope of Work includes:

- Recover of two low sloped roof areas with an EPDM roofing membrane.
- Add additional slope to existing roofs.
- Construction of parapet walls.
- Remove windows and infill with framing.
- Sheet metal trim and siding installation with a focus on details.
- Removal of some existing heat trace elements and the installation of additional new heat trace.
- All modifications to the building envelope shall be made in accordance with the Plans and Specifications.

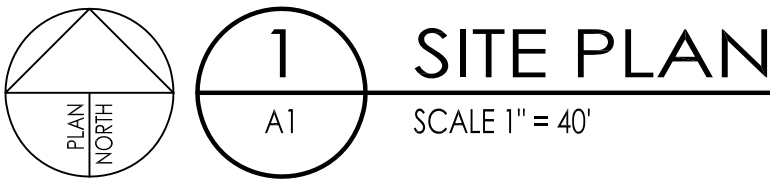
AVPH PARTIAL REROOF

ABBREVIATIONS

ACM	ASBESTOS CONTAINING MATERIALS
APPROX	APPROXIMATELY
AVPH	ALASKA VETERAN'S & PIONEER'S HOME
BLDG	BUILDING
BUR	BUILT UP ROOFING
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DWG	DRAWING
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
ELEV	ELEVATION
EPDM	ETHYLENE PROPYLENE DIENE MONOMER
EPS	EXPANDED POLYSTYRENE INSULATION
EQ	EQUAL
ETR	ELECTRICAL THROUGH ROOF
EXIST	EXISTING
FIB BD	FIBER BOARD
GA	GAUGE
GALV	GALVANIZED
GLB	GLUE LAMINATED BEAM
GWB	GYPSUM WALL BOARD
INFO	INFORMATION
INSUL	INSULATION
J-BOX	JUNCTION BOX
LF	LINEAR FEET
MAX	MAXIMUM
MCBUR	MINERAL CAP BUILT UP ROOF
MECH	MECHANICAL
MFR	MANUFACTURER
MISC	MISCELLANEOUS
MIN	MINIMUM
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION
NTS	NOT TO SCALE
OC	ON CENTERS
OD	OUTSIDE DIAMETER
OFS	OVERFLOW SCUPPER
ORD	OVERFLOW ROOF DRAIN
POLY	POLYETHYLENE
POLYISO	POLYISOCYANURATE INSULATION
PREFAB	PREFABRICATE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE PRESERVATIVE TREATED
PTR	PIPE THROUGH ROOF
RD	ROOF DRAIN
RL	RAIN LEADER
RM	ROOM
SAM	SELF ADHERING MEMBRANE
SBS	STYRENE-BUTADIENE-STYRENE
SD	STORM DRAIN
SEBS	STYRENE-ETHYLENE-BUTADIENE-STYRENE
SF	SQUARE FOOT, SQUARE FEET
SIM	SIMILAR
SM	SHEET METAL
SPF	SPRAYED POLYURETHANE FOAM
SS	STAINLESS STEEL
STRUC	STRUCTURAL
TO	TOP OF
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
VR	VAPOR RETARDER
VTR	VENT THROUGH ROOF
W	WIDE
W/	WITH
XPS	EXTRUDED POLYSTYRENE BOARD



- NOTES:
- COORDINATE WITH OWNER'S REPRESENTATIVE FOR STORAGE, STAGING, PARKING, PORTABLE TOILET LOCATION, AND BUILDING ACCESS AREAS AT SITE.



SITE PLAN

SCALE 1" = 40'

GENERAL NOTES

- THE "NATIONAL ROOFING CONTRACTOR'S ASSOCIATION (NRCA) ROOFING MANUAL: MEMBRANE ROOF SYSTEMS" IS USED AS THE BASIS FOR THIS DESIGN AND IS TO BE USED BY THE CONTRACTOR AS A BASIS FOR CONSTRUCTION, UNLESS OTHERWISE NOTED.
- ROOF INVESTIGATIVE INFORMATION IS SHOWN ON EXISTING DETAILS.
- EXISTING CONDITIONS ARE SHOWN AS ACCURATELY AS POSSIBLE. SITE VERIFY ALL INFORMATION NOTED IN THESE CONTRACT DOCUMENTS.
- ALL DETAILS ARE TO BE CONSIDERED TYPICAL. SIMILAR DETAILS OCCUR AT SIMILAR LOCATIONS.
- IF DECAYED WOOD OR STEEL IS FOUND, INFORM THE OWNER'S REPRESENTATIVE.
- NO SILICONE SEALANT IS TO BE USED. USE APPROVED POLYURETHANE SEALANT.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES, ELECTRICAL EQUIPMENT AND WIRING BEFORE PROCEEDING WITH ANY WORK.
- ALL ROOFING AND BUILDING MATERIALS ARE TO BE KEPT DRY.
- CONTRACTOR TO WORK ON ONLY THE PORTION OF THE ROOFING THAT CAN BE WATERPROOFED THAT DAY.
- CLEANING DURING CONSTRUCTION: CONTROL ACCUMULATION OF WASTE MATERIALS AND RUBBISH. DISPOSE OF WASTE IMMEDIATELY. KEEP AREAS FREE OF HAZARDS AND RUBBISH.
- BUILDINGS ARE TO BE OCCUPIED DURING REROOF WORK. COORDINATE ALL WORK SO AS TO NOT INTERRUPT OCCUPANCY REQUIREMENTS.
- CONTRACTOR TO COORDINATE WITH THE OWNER'S REPRESENTATIVE TO MINIMIZE FUMES ON BUILDING OCCUPANTS.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SITE AND BUILDING FROM PROJECT RELATED DAMAGE.
- TAKE SPECIAL CARE TO SECURE ALL CONSTRUCTION AND DEMOLITION MATERIALS FROM WIND DISPLACEMENT.
- COORDINATE WITH OWNER'S REPRESENTATIVE TO ACCOMMODATE ANY SPECIAL REASONABLE NEEDS.
- ALL FASTENERS TO BE GALVANIZED UNLESS OTHERWISE NOTED.
- SOME DETAILS REQUIRE FULL SIZE DRAWINGS. KEEP A FULL SIZE SET ON SITE FOR REVIEW.

ACCESS & STAGING NOTES

- MAINTAIN ALL SITE ACCESS AND BUILDING OCCUPANT AND VEHICLE ENTRIES FREE FROM OBSTRUCTIONS AT ALL TIMES.
- STAGING AREAS, BUILDING ACCESS AND CONSTRUCTION ACTIVITIES TO BE COORDINATED WITH OWNER'S REPRESENTATIVE.
- CONTRACTOR TO BE RESPONSIBLE FOR TEMPORARY FENCING AND MATERIAL STORED ON SITE.

DEAD LOAD ANALYSIS

REMOVED FROM ROOF	ADDED TO ROOF	
0.0 PSF	EPDM MEMBRANE	0.4 PSF
	ISO COVER BOARD	0.4 PSF
	TAPERED INSULATION	0.2 PSF
		1.0 PSF

DESIGN/CODE DATA

- THIS DESIGN/CODE DATA REFERS TO ROOFING WORK ONLY
- 2009 INTERNATIONAL BUILDING CODE (IBC)
- 2009 INTERNATIONAL MECHANICAL CODE (IMC)
- 2011 NATIONAL ELECTRICAL CODE (NEC)
- 2009 UNIFORM PLUMBING CODE (UPC)
- COMPLY WITH APPLICABLE LOCAL AMENDMENTS
- WIND DESIGN SPEED = 110 MPH PER 2009 IBC

SYMBOLS

- DETAIL NUMBER
SHEET NUMBER WHERE DETAIL IS LOCATED
- CONTINUOUS LUMBER
DISCONTINUOUS LUMBER
RIGID INSULATION
BATT INSULATION
PLYWOOD
GYPSUM WALL BOARD
WOOD FIBERBOARD
EXISTING SCUPPER
NEW SCUPPER
HOT STACK
HOT STACK W/ CURB
ROUND SHEET METAL VENT STACK
MECHANICAL VENT ON CURB
PLUMBING VENT THROUGH ROOF
PIPE THROUGH ROOF
ROOF SLOPE DIRECTION
ROOF CUT / CORE SAMPLE LOCATION
TAPERED EPS DRAINAGE CRICKET
- INDICATES ROOF AREA NUMBER
APPROXIMATE ROOF ELEVATION
APPROXIMATE ELEVATION AT THIS LOCATION

SPECIAL CONDITIONS

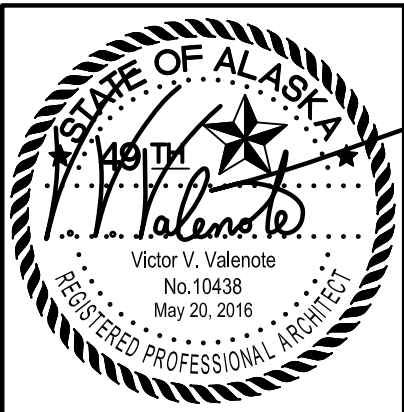
- CONTRACTOR MAY UTILIZE POWER AND WATER AT THE SITE AT NO COST..
- CONTRACTOR TO PROVIDE PORTABLE TOILETS.
- COORDINATE ANY BUILDING EQUIPMENT SHUTDOWNS WITH THE OWNER'S REPRESENTATIVE.

COLOR SCHEDULE

- METAL SIDING: MEDIUM BRONZE TO MATCH EXISTING, FROM MFR'S STANDARD COLORS
- PREFINISHED SHEET METAL COPING & TRIM: TO MATCH EXISTING, FROM MFR'S STANDARD COLORS
- GALVANIZED DOWNSPOUTS & BRACKETS: PREPARE PROPERLY & PAINT TO MATCH NEW MEDIUM BRONZE PREFINISHED METAL

SHEET INDEX

- | | |
|----|---------------------------------|
| A1 | TITLE AND INFORMATION SHEET |
| A2 | ROOF PLANS- SUNNY LOOP |
| A3 | ROOF PLANS- FIREWEED HALL |
| A4 | ELEVATION PHOTOS- SUNNY LOOP |
| A5 | ELEVATION PHOTOS- FIREWEED HALL |
| A6 | ROOF DETAILS |
| A7 | ROOF DETAILS |



BDS

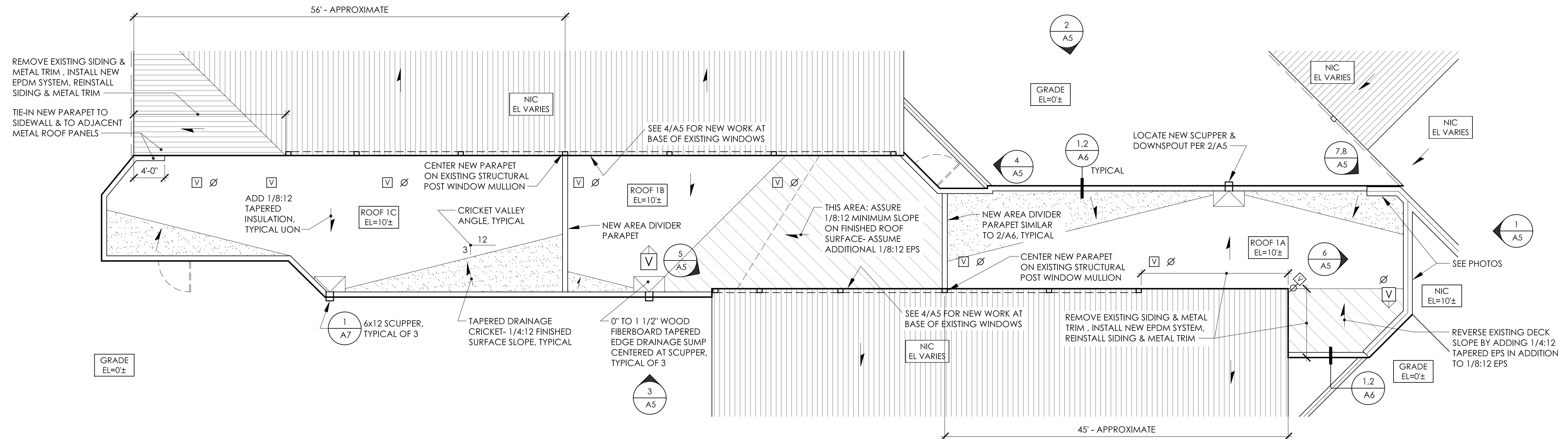
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F: 907.562.6635
www.bdsak.com

PALMER, ALASKA

DHSS
AVPH
PARTIAL REROOF

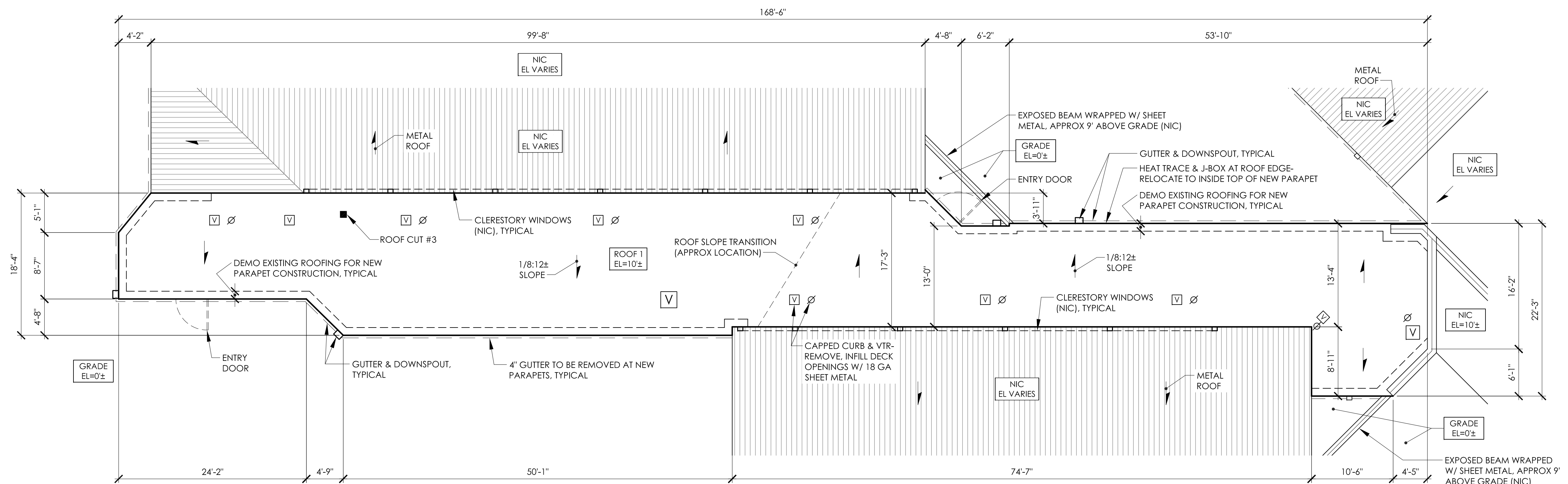
DHSS PROJECT NO.: ANC 17-01C
BDS PROJECT NO.: 016002.000

PHASE
BID DOCUMENTS
DATE
MAY 20, 2016
DRAWING TITLE
TITLE AND
INFORMATION
SHEET

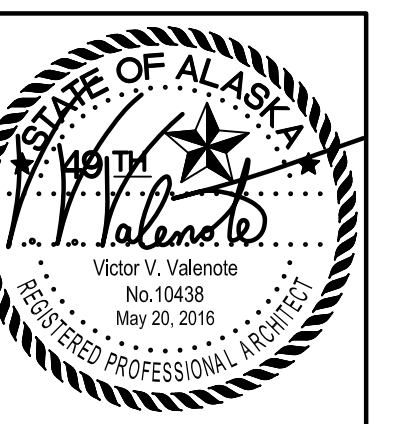


2 NEW ROOF PLAN - FIREWEED HALL
SCALE 1/8" = 1'-0"

NOTE
1. ELECTRICAL CONDUITS & J-BOXES TO BE REMOVED FOR NEW WORK, AND REINSTALLED ON INSIDE FACE OF NEW PARAPET. PRE-BID SITE VISIT TO QUANTIFY THIS WORK IS HIGHLY RECOMMENDED.



1 EXISTING ROOF PLAN - FIREWEED HALL
SCALE 1/8" = 1'-0"

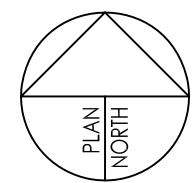
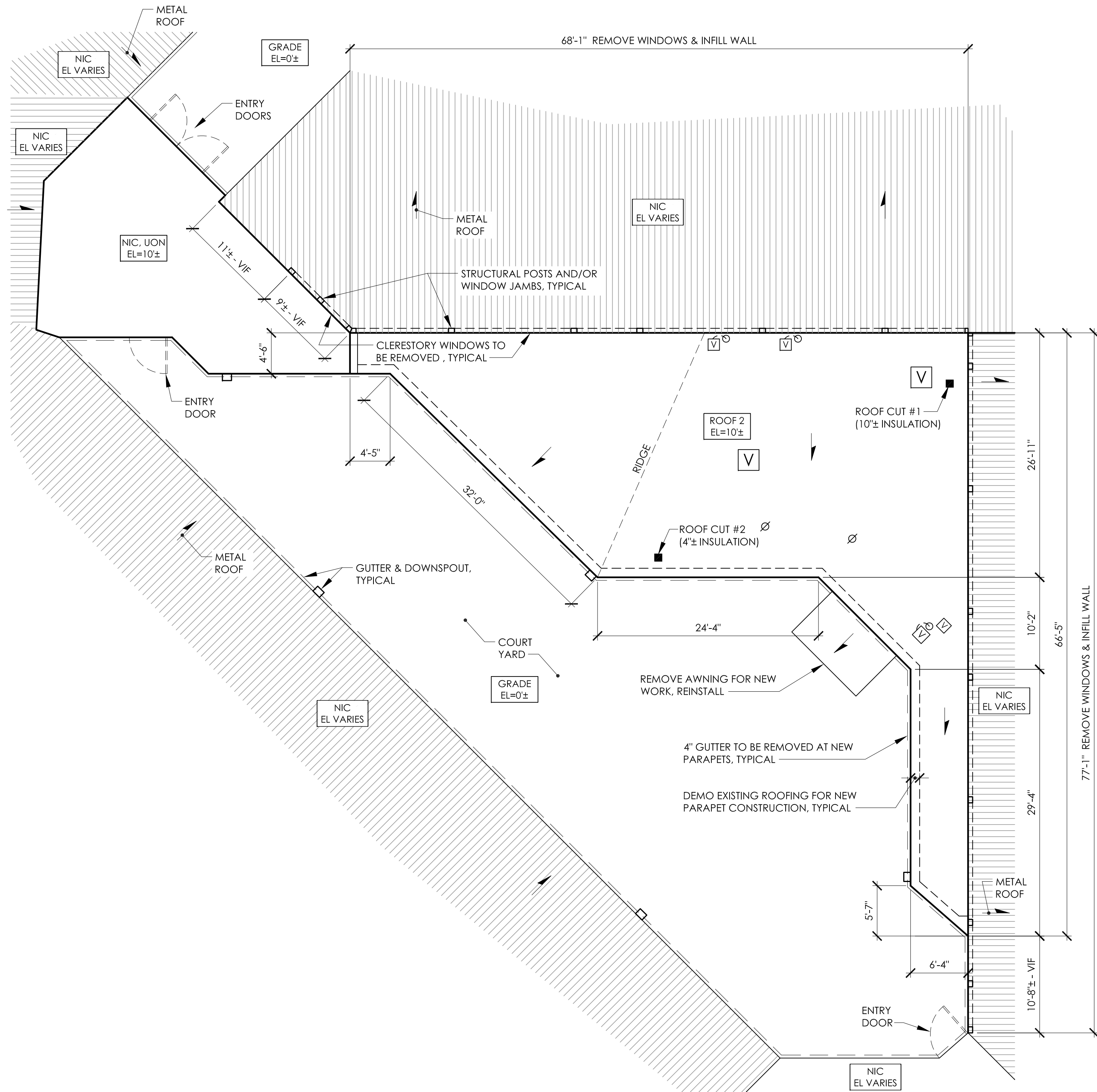


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ROOF PLANS-
FIREWEED HALL

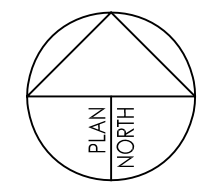
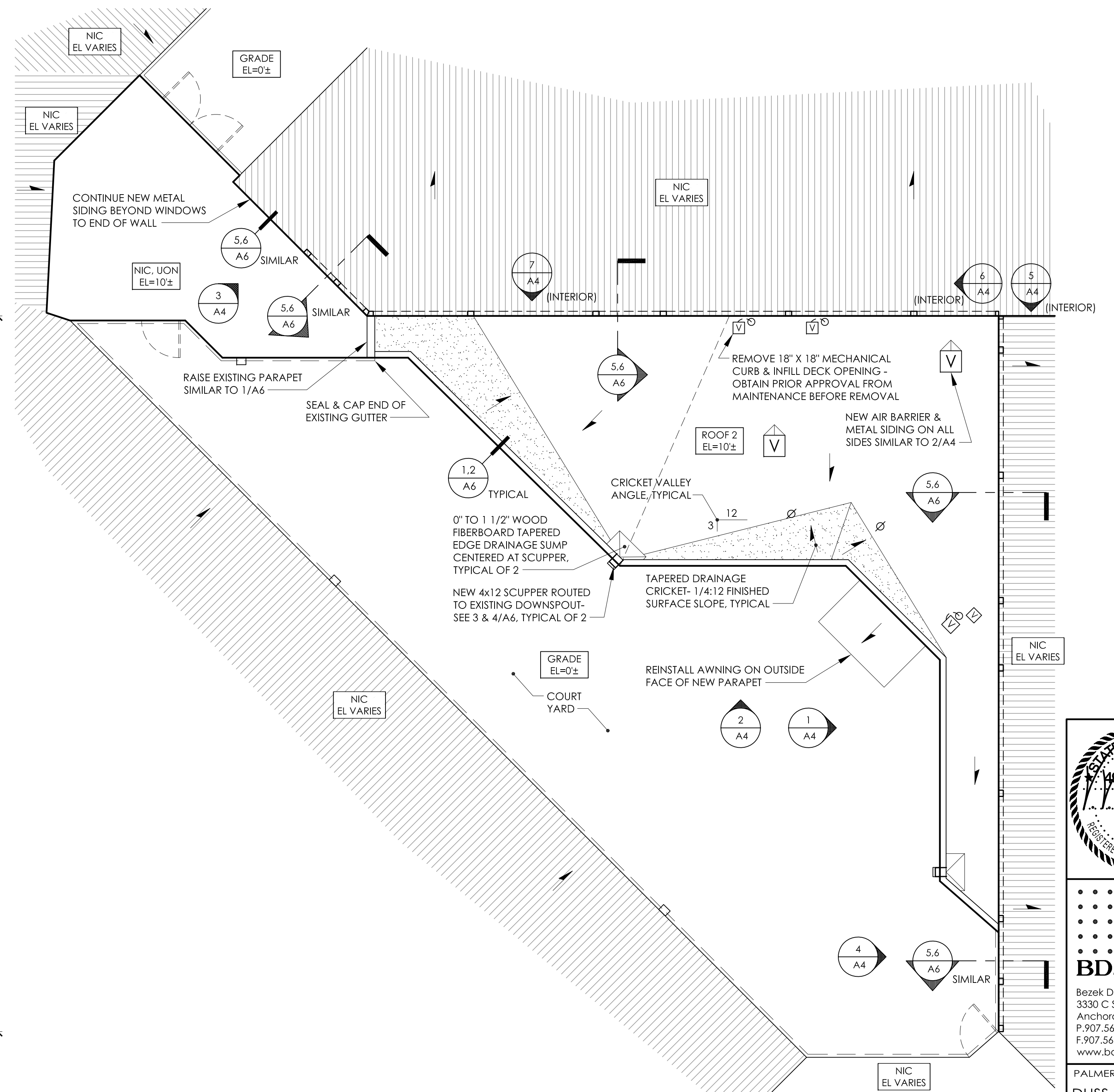
A2



1
A3

EXISTING ROOF PLAN - SUNNY LOOP

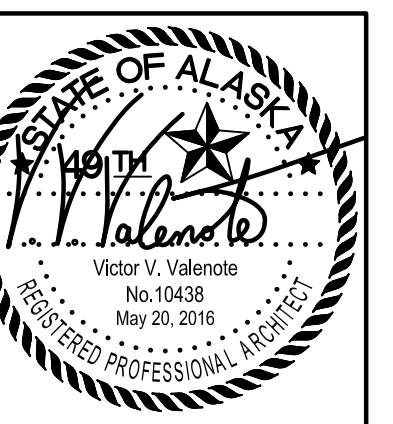
SCALE 1/8" = 1'-0"



2
A3

NEW ROOF PLAN - SUNNY LOOP

SCALE 1/8" = 1'-0"

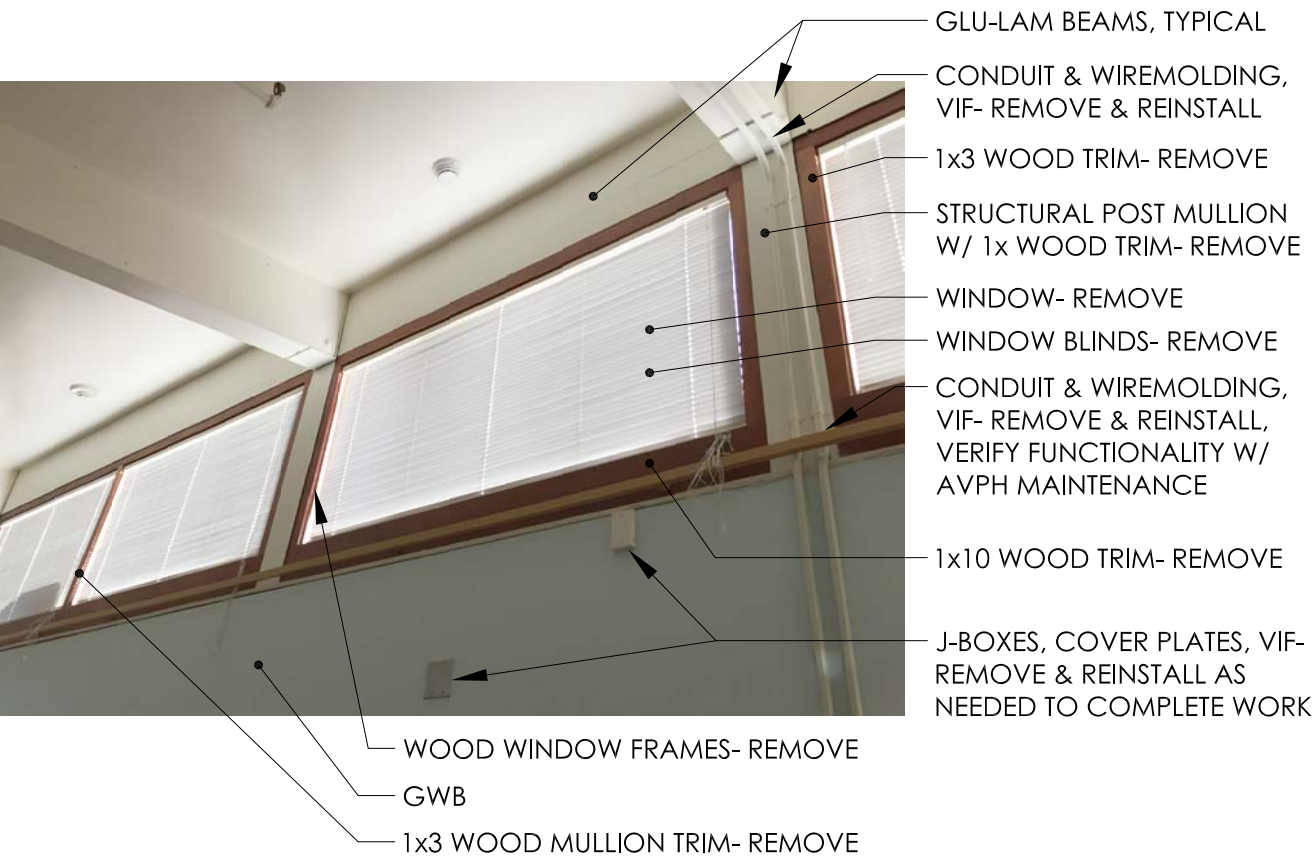


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DATE
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DRAWING TITLE
ROOF PLANS-
SUNNY LOOP

A3



- NOTES:
 1. SEE 5 & 6/A6 FOR EXISTING WINDOW & WALL CONSTRUCTION, AND NEW INFILL CONSTRUCTION.
 2. UPON COMPLETION OF WINDOW INFILLS THE ENTIRE WALL FROM BASE TO CEILING IS TO BE REPAINTED.

7 INTERIOR WINDOW ELEVATION
 A4 NTS SUNNY LOOP



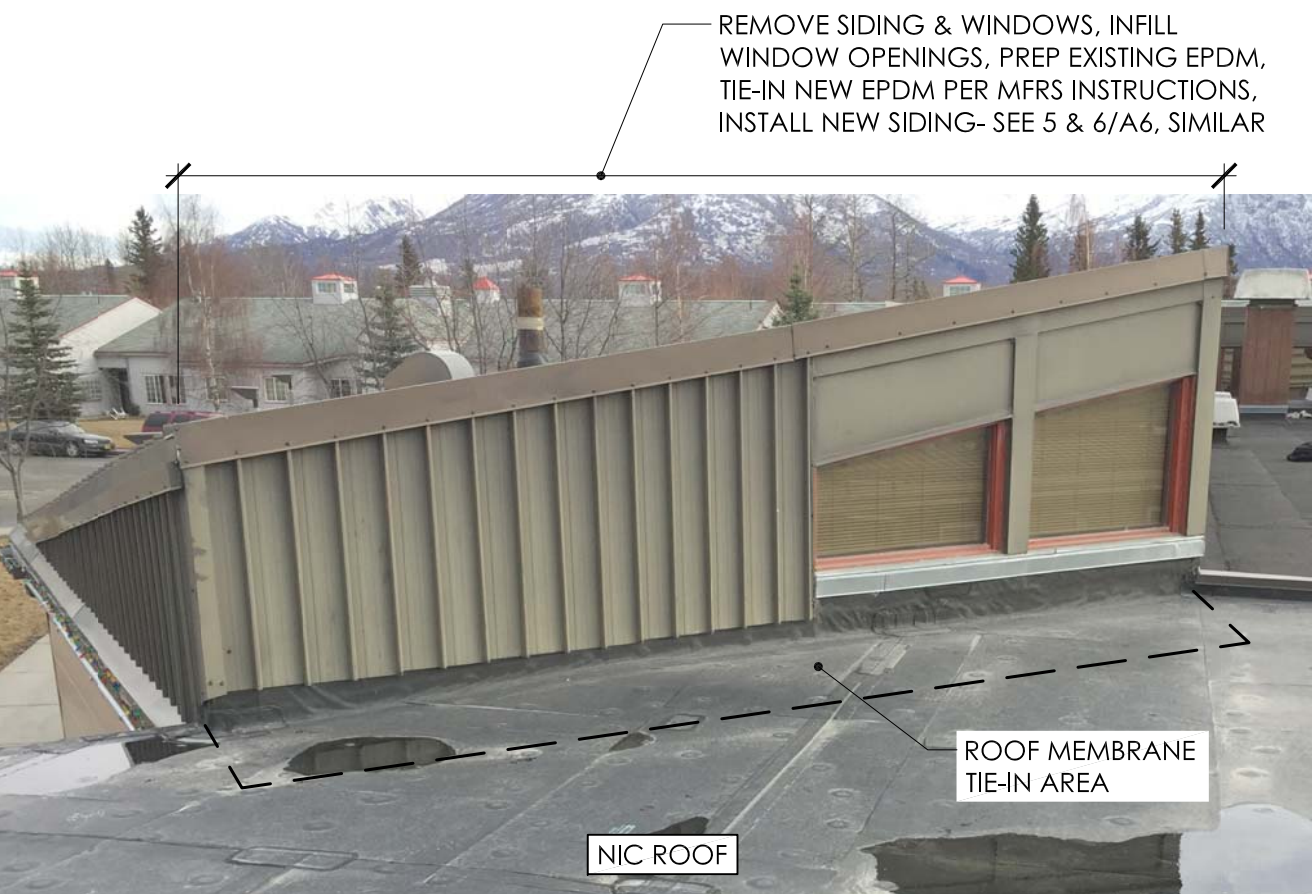
6 INTERIOR CORRIDOR
 A4 NTS FACING WEST- SUNNY LOOP



5 INTERIOR CORRIDOR
 A4 NTS FACING SOUTH- SUNNY LOOP



4 WEST ELEVATION
 A4 NTS SUNNY LOOP



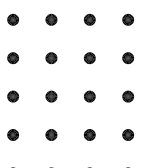
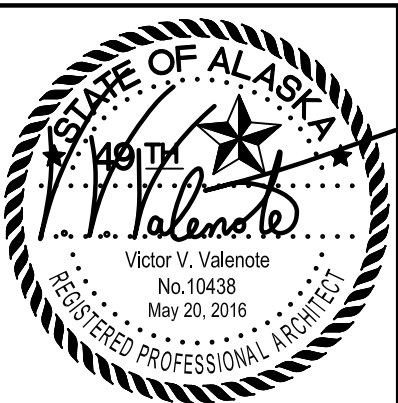
3 SOUTHWEST ELEVATION
 A4 NTS SUNNY LOOP



2 SOUTH ELEVATION- SUNNY LOOP
 A4 NTS



1 WEST ELEVATION- SUNNY LOOP
 A4 NTS

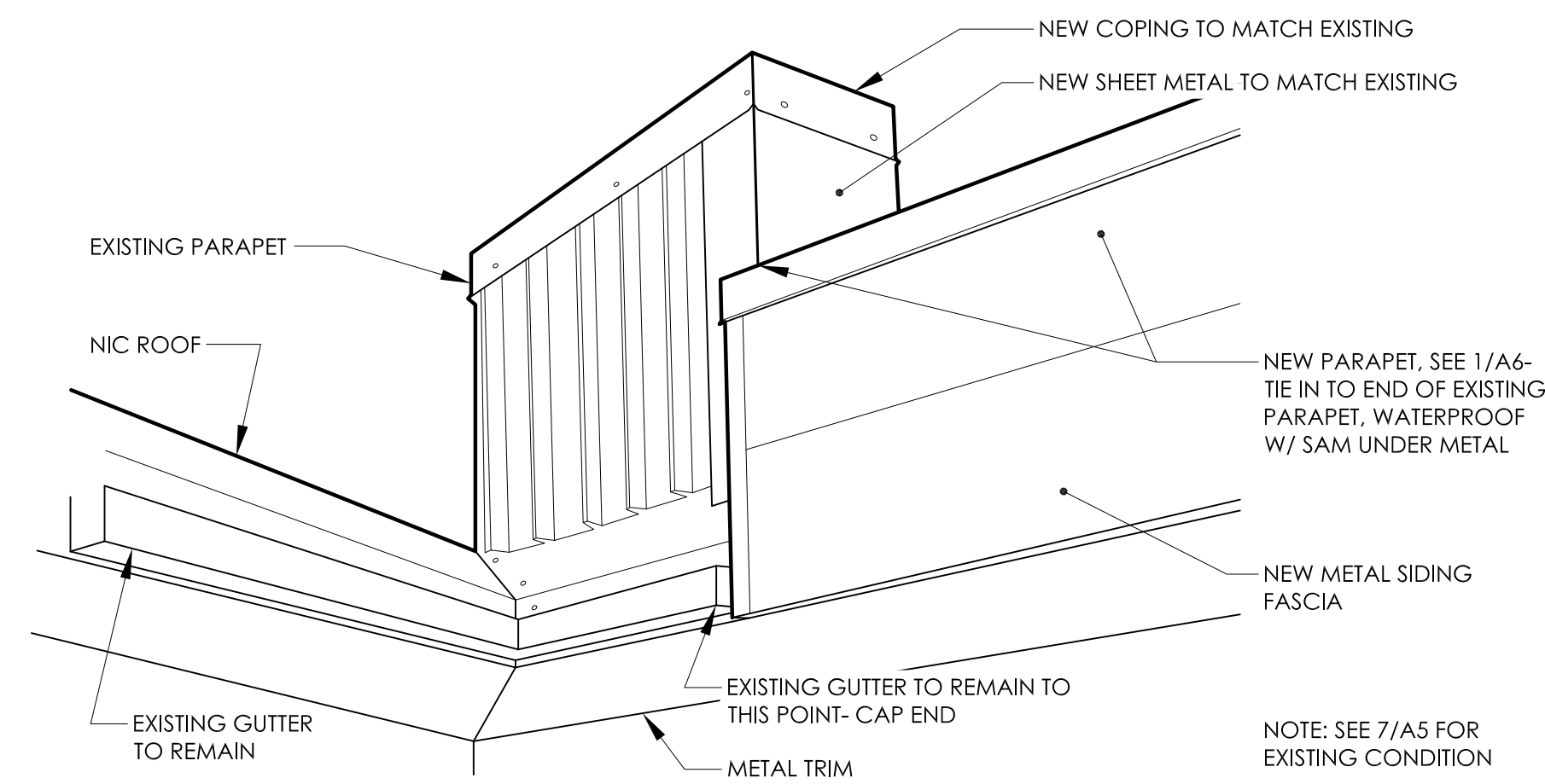


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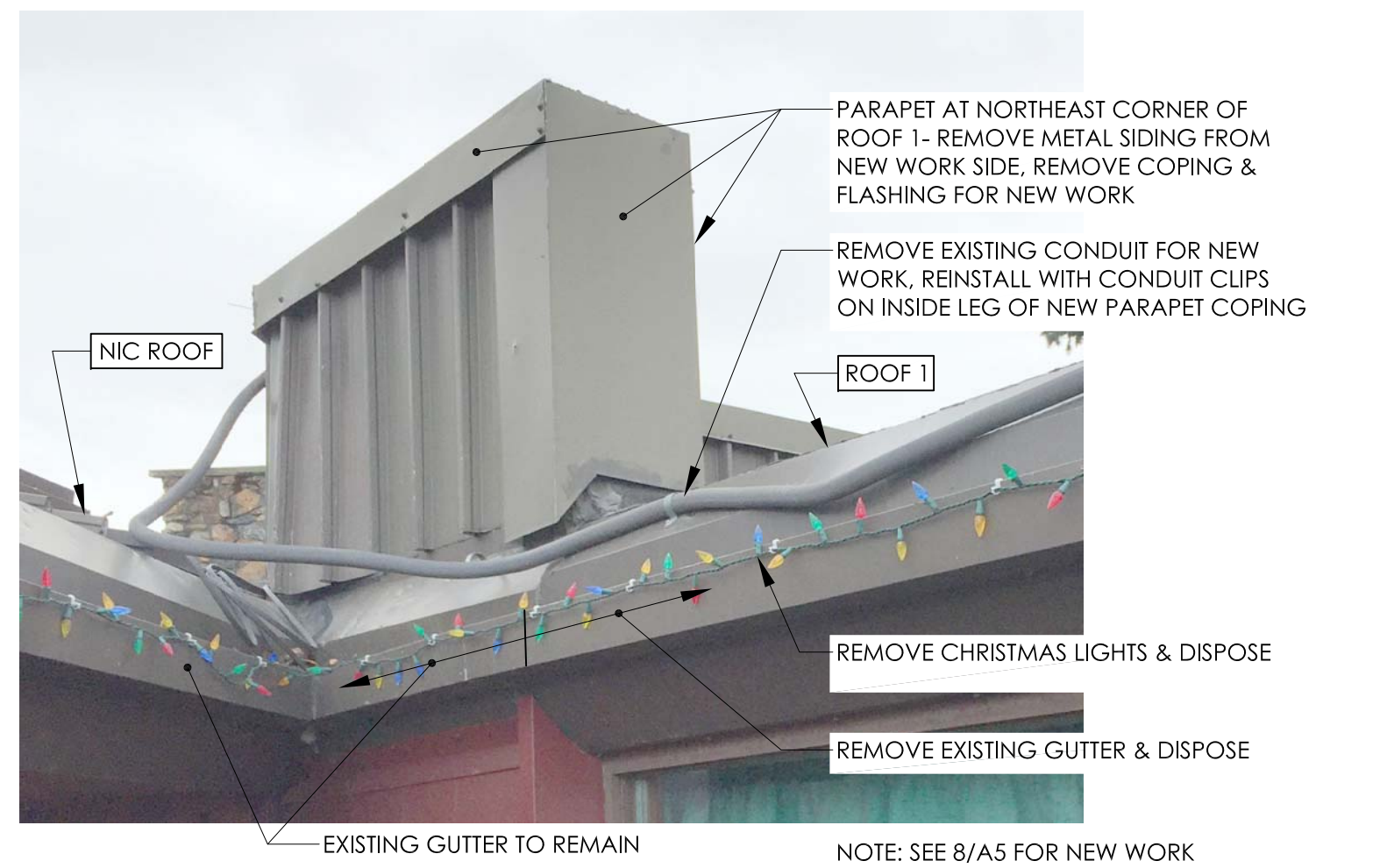
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 BDS PROJECT NO.: 016002.000

PHASE
 BID DOCUMENTS
 DATE
 MAY 20, 2016
 DRAWING TITLE
 ELEVATION PHOTOS-
 SUNNY LOOP



8 NEW / MODIFIED PARAPET
A5 NTS FIREWEED HALL



7 EXISTING PARAPET
A5 NTS FIREWEED HALL



6 PARAPET AT EAST END OF ROOF 1
A5 NTS FIREWEED HALL



5 ROOF EDGE TRANSITION
A5 NTS FIREWEED HALL



4 PARTIAL SOUTH ELEVATION
A5 NTS FIREWEED HALL



3 PARTIAL SOUTH ELEVATION
A5 NTS FIREWEED HALL



2 NORTH ELEVATION- FIREWEED HALL
A5 NTS



1 OVERALL ROOF 1- FIREWEED HALL
A5 NTS FACING WEST

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ELEVATION PHOTOS-
FIREWEED HALL
A5

- # 7 HEAT TRACE NOTES

SEE 1/A6 FOR NEW WALL CONSTRUCTION

SET SCUPPER FLANGES IN WATER CUT-OFF MASTIC & FASTEN W/ #10 SCREWS 3" OC, MAX

TAPERED EDGE SUMP AT SCUPPER

LAP AIR BARRIER OVER TOP LEG OF FLASHING & Z-METAL

(3) #12 SCREWS

Z-METAL OVER SCUPPER

CUT OFF METAL SIDING PANEL ABOVE SCUPPER, HEM BOTTOM EDGE, W/ (3) #12 SCREWS TO Z-METAL

24 GA PREFINISHED METAL DRIP FLASHING

NEW 6" x 12" x 22 GA GALV SCUPPER W/ ENCLOSED COLLECTOR BOX- SOLDER ALL SEAMS, PAINT TO MATCH NEW FASCIA

METAL STUD BLOCKING AS NECESSARY FOR SCUPPER SUPPORT & ATTACHMENT

3"

EXISTING EXTERIOR WALL

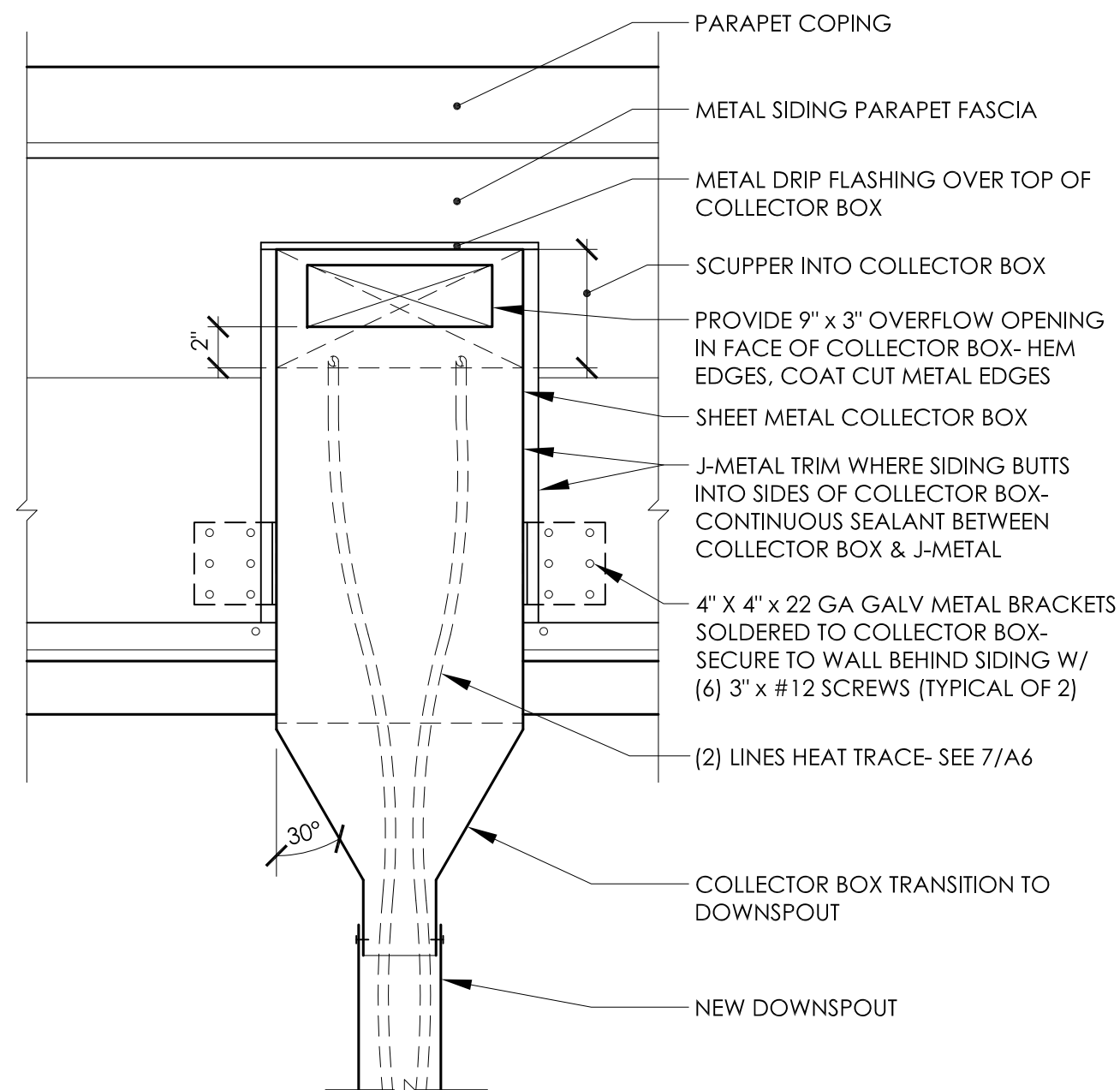
REPLACE EXISTING 3" x 4" ALUMINUM DOWNSPOUT W/ NEW 22 GA GALV STEEL. SOLDER SEAMS, PAINT TO MATCH NEW FASCIA

EXISTING CAST IRON DRAINAGE PIPE- 3" x 4" INSIDE DIMENSIONS

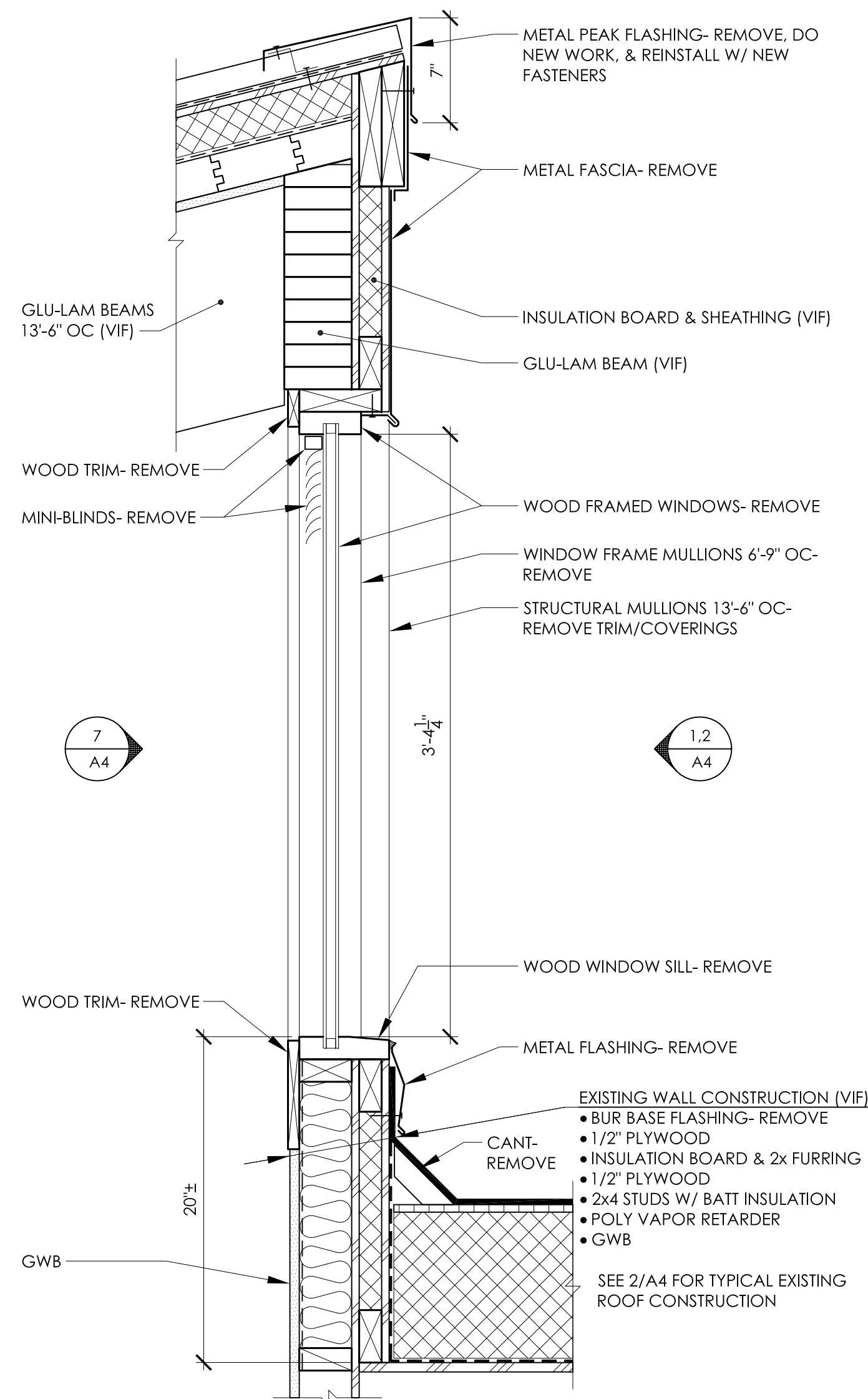
EXISTING CONCRETE SLAB IN COURTYARD

NEW HEAT TRACE TO 10' BELOW GRADE- SEE 7A6

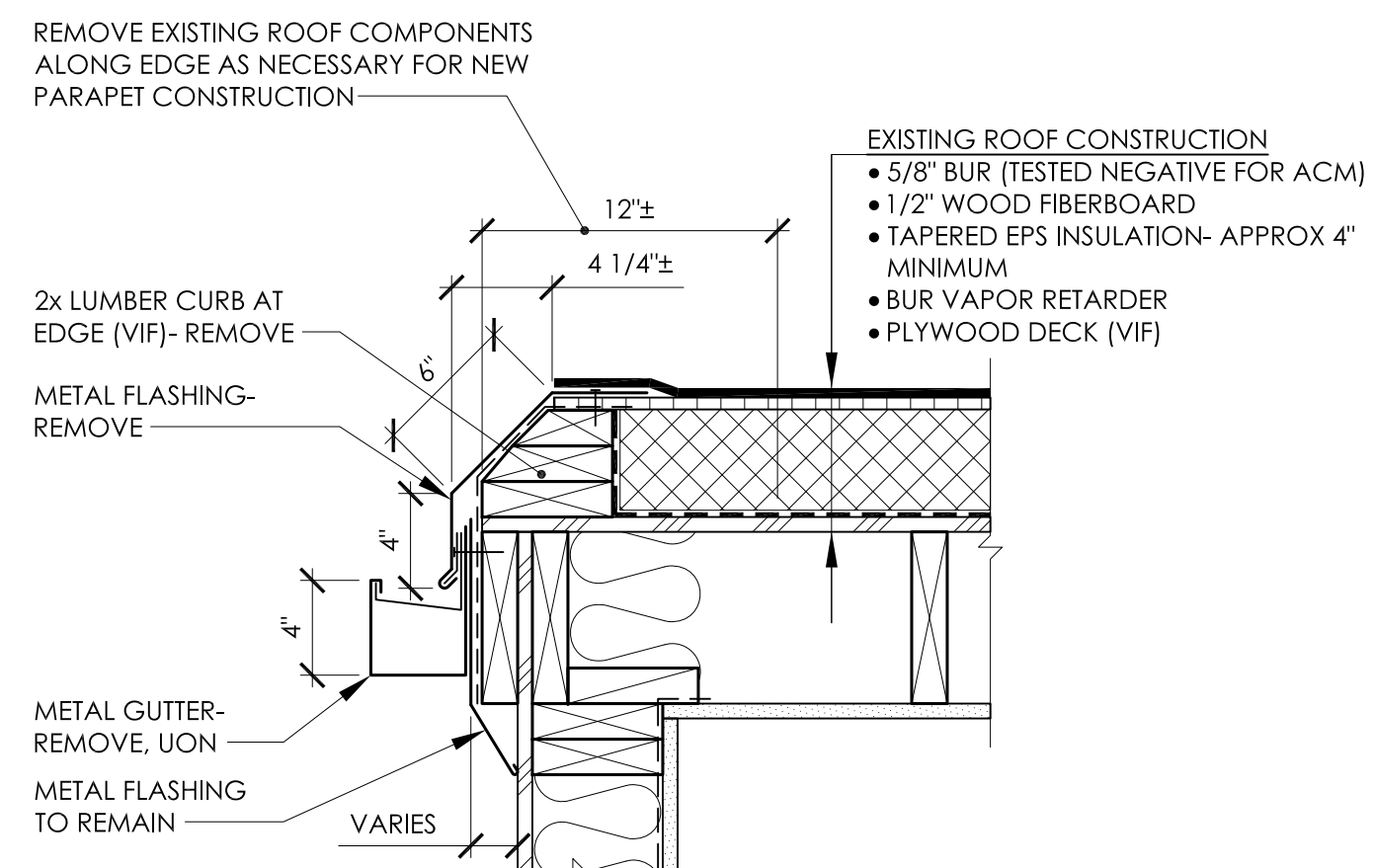
A6 1 1/2" = 1'-0" SUNNY LOOP



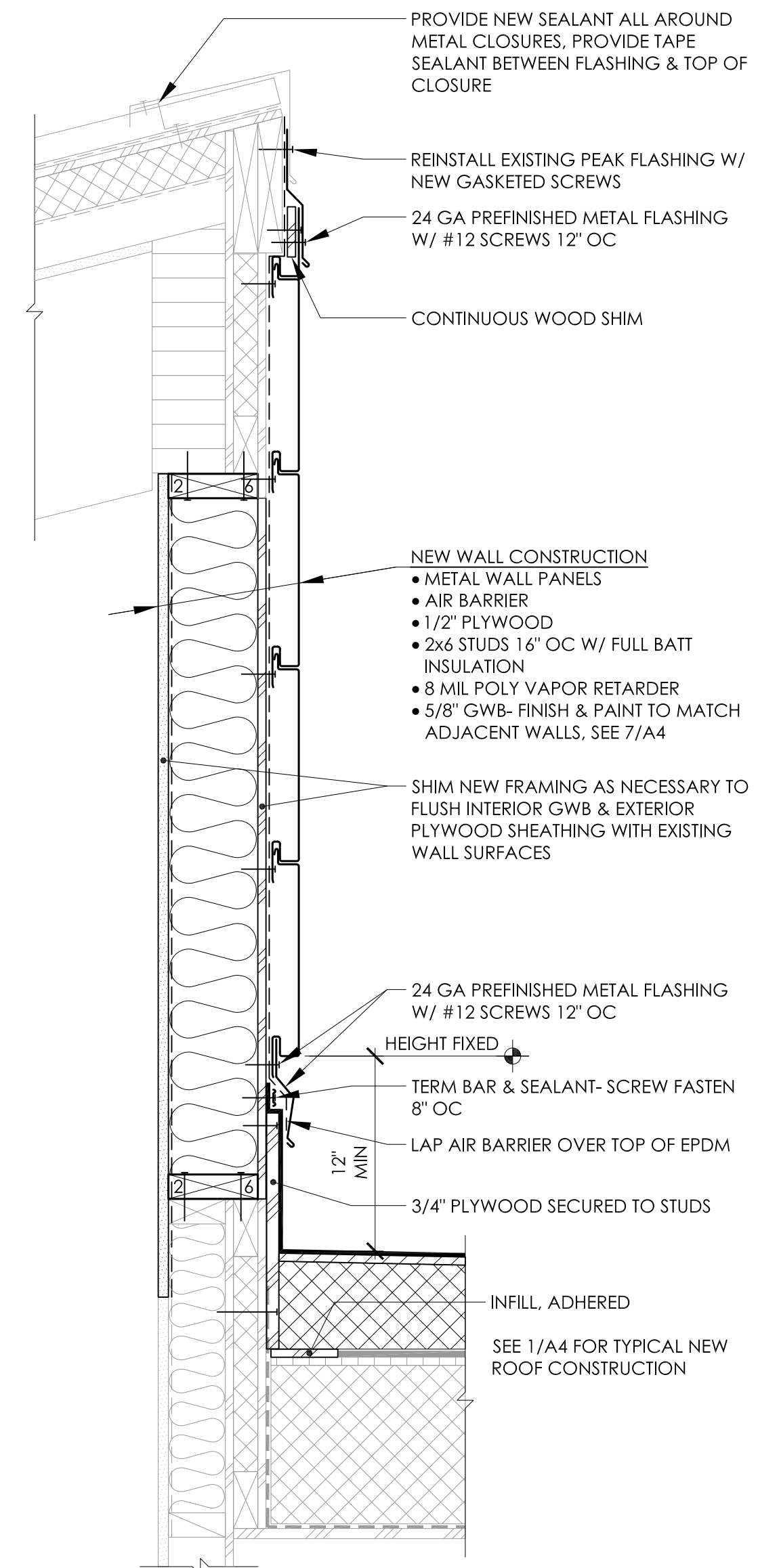
A6	1 1/2" = 1'-0"	SUNNY LOOP
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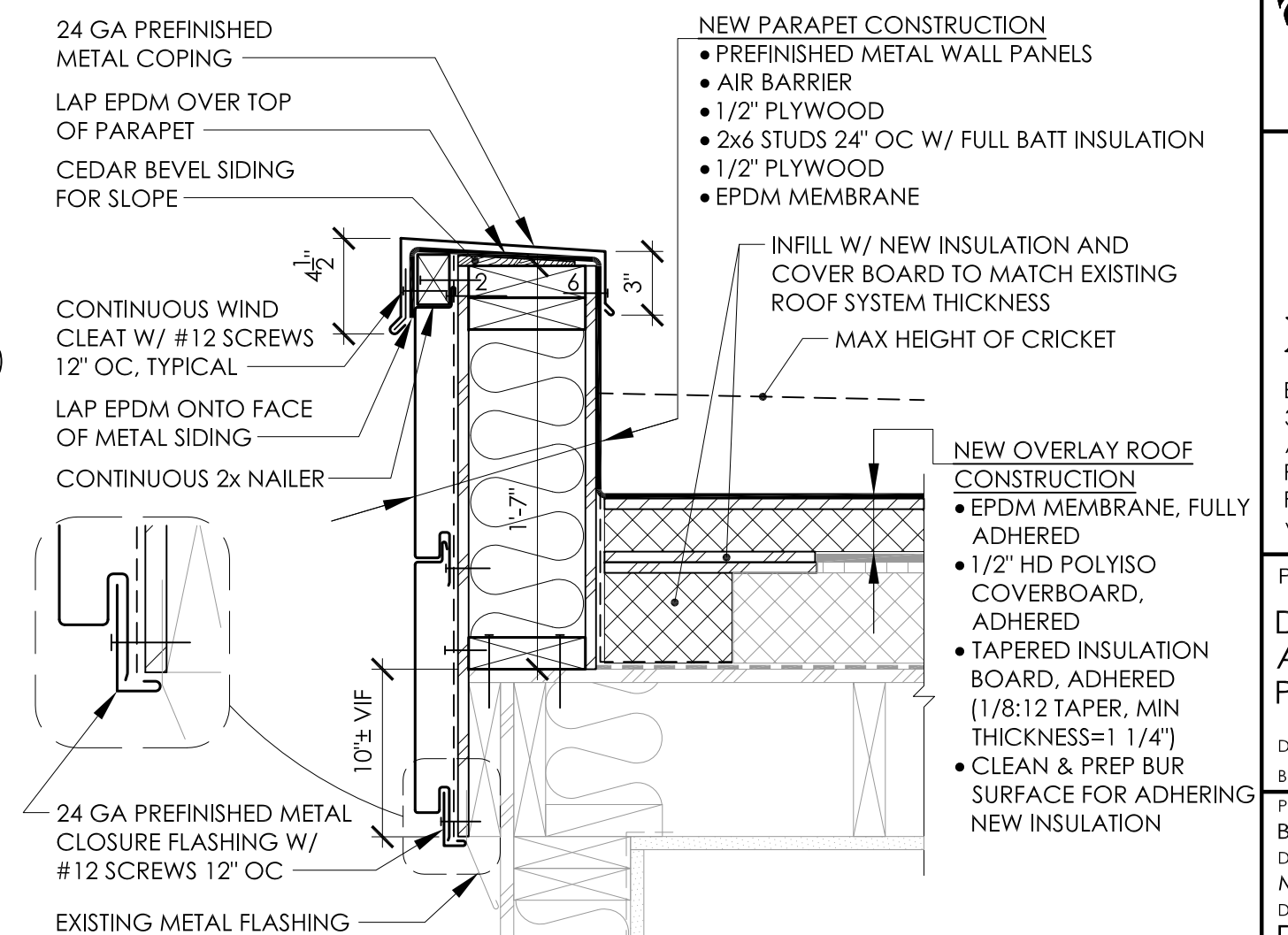
A6 SCALE 1 1/2" = 1'-0" SUNNY LOOP



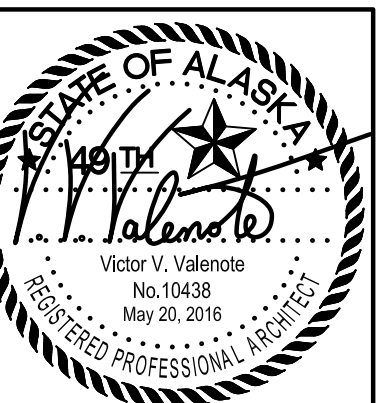
A6 SCALE 1 1/2" = 1'-0" TYPICAL, SIMILAR



A6 SCALE 1 1/2" = 1'-0" SUNNY LOOP

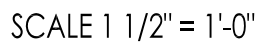
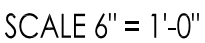


A6	SCALE 1 1/2" = 1'-0"	TYPICAL, SIMILAR
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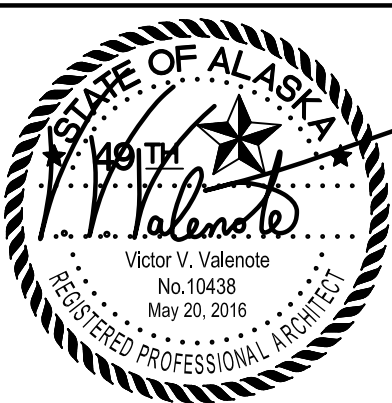


ROOF DETAILS

A6


$$6'' = 1'-0''$$


FIREWEED HALL



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BDS PROJECT NO.: 016002.000

PHASE

BID DOCUMENTS
DATE

DATE
MAY 20, 2016

DRAWING TITLE
ROOF DETAILS

A7

TABLE OF CONTENTS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

BY DHSS

DIVISION 01 – GENERAL REQUIREMENTS

BY DHSS

DIVISION 02 – EXISTING CONDITIONS

02 41 19 – MINOR DEMOLITION FOR REMODELING (ACM tests)

DIVISION 07 – THERMAL AND MOSTURE PROTECTION

07 41 20 – METAL WALL PANELS

07 53 23 – EPDM MEMBRANE ROOFING

07 59 01 – MEMBRANE REROOFING PREPARATION

07 62 00 – SHEET METAL FLASHING AND TRIM

07 92 00 – JOINT SEALANTS

DIVISION 09 – FINISHES

09 21 16 – GYPSUM BOARD

09 90 00 – PAINTING

DIVISION 26 - ELECTRICAL

26 00 00 – ELECTRICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Remove all designated and undesignated building components, equipment and fixtures as necessary to complete the Work.
- B. Cap and identify utilities.
- C. Removal and storage of items to be reinstalled upon completion of alteration and renovation work.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.05 SUBMITTALS

- A. Submit demolition and removal procedures and schedule.
- B. Submit record drawings at end of project that reflect demolition findings.

1.06 EXISTING CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Provide, erect, and maintain temporary barriers and security devices.
- E. Except where noted otherwise, Contractor shall dispose of all removed material and equipment.
- F. Hazardous Materials: Remove hazardous materials according to all current and applicable codes, regulations, rules, laws and ordinances, etc., by all OSHA, Federal, State, Municipal and Local entities and other Authorities having Jurisdiction.
 - 1. If suspected hazardous materials other than in the roof are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PREPARATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Protect existing items that are not required to be altered.
- C. Disconnect, remove, and cap designated and non-required utility services within demolition areas. Notify Owner minimum 24 hours prior to disconnection and removal of services.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.
- E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- F. Coordinate roofing and project demolition with work of other Sections.

3.02 EXECUTION

- A. Demolish in an orderly and careful manner. Protect existing supporting structural members and building components to remain. Provide shoring, bracing and supports as required.
- B. Except where noted otherwise, immediately remove demolished materials from site.
- C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect.
- D. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- E. Do not burn or bury materials on site.
- F. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.
- G. Every effort has been made to verify that the information presented in the Contract Documents is complete and accurate; however, it shall be the Contractor's responsibility to verify all existing site conditions, information and dimensions.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.04 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Remove all designated and undesignated building components, equipment and fixtures as necessary to complete the Work.
- B. Cap and identify utilities.
- C. Removal and storage of items to be reinstalled upon completion of alteration and renovation work.

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- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
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- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.05 SUBMITTALS

- A. Submit demolition and removal procedures and schedule.
- B. Submit record drawings at end of project that reflect demolition findings.

1.06 EXISTING CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Provide, erect, and maintain temporary barriers and security devices.
- E. Except where noted otherwise, Contractor shall dispose of all removed material and equipment.
- F. Hazardous Materials: Remove hazardous materials according to all current and applicable codes, regulations, rules, laws and ordinances, etc., by all OSHA, Federal, State, Municipal and Local entities and other Authorities having Jurisdiction.
 - 1. If suspected hazardous materials other than in the roof are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS (NOT USED)

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- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Protect existing items that are not required to be altered.
- C. Disconnect, remove, and cap designated and non-required utility services within demolition areas. Notify Owner minimum 24 hours prior to disconnection and removal of services.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.
- E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- F. Coordinate roofing and project demolition with work of other Sections.

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- D. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
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- F. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.
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 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
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3.04 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

DHSS Palmer AVPH Roof – BUR samples for ACM testing

Sample 1	Cut location #1	BUR Membrane
Sample 2	Cut location #1	BUR Vapor Retarder
Sample 3	Cut location #2	BUR Membrane
Sample 4	Cut location #2	BUR Vapor Retarder
Sample 5	Cut location #3	BUR Membrane
Sample 6	Cut location #3	BUR Vapor Retarder

Bulk Sample Analysis for Asbestos

WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016

Client: BDS Architects
3330 C St, Ste 200
Anchorage, AK 99503

Collected By: Client
Collection Date: 02/25/2016
Analysis By: D. Milton
Analysis Date: 02/29/2016
Received By: R. Briggs
Received Date: 02/26/2016

TAT: 72 Hour

Sample Count: 6 Layer Count: 28

Project Name/Location: DHSS Palmer AVPH Roof

Client ID # WL ID# Location:
1 AB16-1268A Cut Location #1

Homogenous	Material	Color	Layer
No	Fesco	Tan	1 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Cellulose	60%

Other Fibrous Materials: 60%

Non-Fibrous Materials: 40%

Client ID # WL ID# Location:
1 AB16-1268B Cut Location #1

Homogenous	Material	Color	Layer
No	Tar Mastic	Black	2 of 6

Asbestos: None Detected

Other Fibrous: None Detected

Non-Fibrous Materials: 100%

Client ID # WL ID# Location:
1 AB16-1268C Cut Location #1

Homogenous	Material	Color	Layer
No	Felt	Black	3 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Fibrous Glass	30%

Other Fibrous Materials: 30%

Non-Fibrous Materials: 70%

Client ID # WL ID# Location:
1 AB16-1268D Cut Location #1

Homogenous	Material	Color	Layer
No	Felt	Black	4 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Fibrous Glass	20%

Other Fibrous Materials: 20%

Non-Fibrous Materials: 80%

Bulk Sample Analysis for Asbestos

WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016

Client ID #	WL ID#	Location:			
1	AB16-1268E	Cut Location #1			
Homogenous		Material	Color		Layer
No		Felt	Black		5 of 6
Asbestos: None Detected					
Other Fibrous Material		Fibrous %	Other Fibrous Materials: 30%		
Fibrous Glass		30%	Non-Fibrous Materials: 70%		

Client ID #	WL ID#	Location:			
1	AB16-1268F	Cut Location #1			
Homogenous		Material	Color		Layer
No		Tar Mastic	Black		6 of 6
Asbestos: None Detected					
Other Fibrous: None Detected					
Non-Fibrous Materials: 100%					

Client ID #	WL ID#	Location:			
2	AB16-1269A	Cut Location #1			
Homogenous		Material	Color		Layer
No		Felt	Black		1 of 3
Asbestos: None Detected					
Other Fibrous Material		Fibrous %	Other Fibrous Materials: 20%		
Fibrous Glass		20%	Non-Fibrous Materials: 80%		

Client ID #	WL ID#	Location:			
2	AB16-1269B	Cut Location #1			
Homogenous		Material	Color		Layer
No		Felt	Black		2 of 3
Asbestos: None Detected					
Other Fibrous Material		Fibrous %	Other Fibrous Materials: 20%		
Fibrous Glass		20%	Non-Fibrous Materials: 80%		

Client ID #	WL ID#	Location:			
2	AB16-1269C	Cut Location #1			
Homogenous		Material	Color		Layer
No		Tar Mastic	Black		3 of 3
Asbestos: None Detected					
Other Fibrous: None Detected					
Non-Fibrous Materials: 100%					

Bulk Sample Analysis for Asbestos

WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016

Client ID # 3 WL ID# AB16-1270A Location: Cut Location #2

Homogenous	Material	Color	Layer
No	Fesco	Tan	1 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Cellulose	60%

Other Fibrous Materials: 60%

Non-Fibrous Materials: 40%

Client ID # 3 WL ID# AB16-1270B Location: Cut Location #2

Homogenous	Material	Color	Layer
No	Tar Mastic	Black	2 of 6

Asbestos: None Detected

Other Fibrous: None Detected

Non-Fibrous Materials: 100%

Client ID # 3 WL ID# AB16-1270C Location: Cut Location #2

Homogenous	Material	Color	Layer
No	Felt	Black	3 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Fibrous Glass	30%

Other Fibrous Materials: 30%

Non-Fibrous Materials: 70%

Client ID # 3 WL ID# AB16-1270D Location: Cut Location #2

Homogenous	Material	Color	Layer
No	Felt	Black	4 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Fibrous Glass	20%

Other Fibrous Materials: 20%

Non-Fibrous Materials: 80%

Client ID # 3 WL ID# AB16-1270E Location: Cut Location #2

Homogenous	Material	Color	Layer
No	Felt	Black	5 of 6

Asbestos: None Detected

Other Fibrous Material	Fibrous %
Fibrous Glass	30%

Other Fibrous Materials: 30%

Non-Fibrous Materials: 70%

Bulk Sample Analysis for Asbestos

WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016

Client ID #	WL ID#	Location:			
3	AB16-1270F	Cut Location #2			
Homogenous		Material	Color		Layer
No		Tar Mastic	Black		6 of 6
Asbestos: None Detected					
Other Fiberous: None Detected					

Non-Fiberous Materials: 100%

Client ID #	WL ID#	Location:			
4	AB16-1271A	Cut Location #2			
Homogenous		Material	Color		Layer
No		Felt	Black		1 of 3
Asbestos: None Detected					
Other Fiberous Material		Fiberous %			
Fibrous Glass		20%	Other Fiberous Materials: 20%		

Non-Fiberous Materials: 80%

Client ID #	WL ID#	Location:			
4	AB16-1271B	Cut Location #2			
Homogenous		Material	Color		Layer
No		Felt	Black		2 of 3
Asbestos: None Detected					
Other Fiberous Material		Fiberous %			
Fibrous Glass		30%	Other Fiberous Materials: 30%		

Non-Fiberous Materials: 70%

Client ID #	WL ID#	Location:			
4	AB16-1271C	Cut Location #2			
Homogenous		Material	Color		Layer
No		Tar Mastic	Black		3 of 3
Asbestos: None Detected					
Other Fiberous: None Detected					

Non-Fiberous Materials: 100%

Client ID #	WL ID#	Location:			
5	AB16-1272A	Cut Location #3			
Homogenous		Material	Color		Layer
No		Fesco	Tan		1 of 6
Asbestos: None Detected					
Other Fiberous Material		Fiberous %			
Cellulose		60%	Other Fiberous Materials: 60%		

Non-Fiberous Materials: 40%

Bulk Sample Analysis for Asbestos

WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016

Client ID #	WL ID#	Location:			
5	AB16-1272B	Cut Location #3			
Homogenous		Material	Color		Layer
No		Tar Mastic	Black		2 of 6
Asbestos: None Detected					
Other Fibrous: None Detected					

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:			
5	AB16-1272C	Cut Location #3			
Homogenous		Material	Color		Layer
No		Felt	Black		3 of 6
Asbestos: None Detected					
Other Fibrous Material		Fibrous %			
Fibrous Glass		30%	Other Fibrous Materials: 30%		

Non-Fibrous Materials: 70%

Client ID #	WL ID#	Location:			
5	AB16-1272D	Cut Location #3			
Homogenous		Material	Color		Layer
No		Felt	Black		4 of 6
Asbestos: None Detected					
Other Fibrous Material		Fibrous %			
Fibrous Glass		20%	Other Fibrous Materials: 20%		

Non-Fibrous Materials: 80%

Client ID #	WL ID#	Location:			
5	AB16-1272E	Cut Location #3			
Homogenous		Material	Color		Layer
No		Felt	Black		5 of 6
Asbestos: None Detected					
Other Fibrous Material		Fibrous %			
Fibrous Glass		30%	Other Fibrous Materials: 30%		

Non-Fibrous Materials: 70%

Client ID #	WL ID#	Location:			
5	AB16-1272F	Cut Location #3			
Homogenous		Material	Color		Layer
No		Tar Mastic	Black		6 of 6
Asbestos: None Detected					
Other Fibrous: None Detected					

Non-Fibrous Materials: 100%

Bulk Sample Analysis for Asbestos

WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016

Client ID #	WL ID#	Location:		
6	AB16-1273A	Cut Location #3		
Homogenous		Material	Color	Layer
No		Vapor Barrier	Brown/Black	1 of 4
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Cellulose		75%	Other Fibrous Materials: 80%	
Fibrous Glass		5%	Non-Fibrous Materials: 20%	

Client ID #	WL ID#	Location:		
6	AB16-1273B	Cut Location #3		
Homogenous		Material	Color	Layer
No		Felt	Black	2 of 4
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Fibrous Glass		20%	Other Fibrous Materials: 20%	
Non-Fibrous Materials: 80%				

Client ID #	WL ID#	Location:		
6	AB16-1273C	Cut Location #3		
Homogenous		Material	Color	Layer
No		Felt	Black	3 of 4
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Fibrous Glass		30%	Other Fibrous Materials: 30%	
Non-Fibrous Materials: 70%				

Client ID #	WL ID#	Location:		
6	AB16-1273D	Cut Location #3		
Homogenous		Material	Color	Layer
No		Tar Mastic	Black	4 of 4
Asbestos: None Detected				
Other Fibrous: None Detected				
Non-Fibrous Materials: 100%				

Bulk Sample Analysis for Asbestos


WL Project #: LA-017004

Client Project #: 016002.000

Report #: 616846

Report By: R. Briggs

Report Date: 02/29/2016



Dave Milton, Lab Analyst

02/29/2016

Date



02/29/2016

Date

Analysis performed by: EPA Method 600/M4-82-020 or EPA Method 600/R-93/116, at the discretion of the client or WEC. All quantities reported are based on visual estimation by PLM, unless point-counting method is requested and noted for the sample. Test report relates only to items tested and must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. Test reports must not be reproduced without the approval of WEC, Inc., and are subject to WEC, Inc. General Terms and Conditions (available upon request).

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Factory-formed, concealed-fastener, lap-seam metal wall panels.
- B. Related Sections include the following:
 - 1. Division 7 Section "EPDM Roofing".
 - 2. Division 7 Section "Sheet Metal Flashing and Trim".
 - 3. Division 7 Section "Joint Sealers".

1.03 PERFORMANCE REQUIREMENTS

- A. General: Provide metal wall panel assemblies that comply with performance requirements specified as determined by testing manufacturers' standard assemblies similar to those indicated for this Project, by a qualified testing and inspecting agency.
- B. Thermal Movements: Provide metal wall panel assemblies that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.04 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of metal wall panel and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of metal wall panels; details of edge conditions, joints, butt end locations, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details. Distinguish between factory- and field-assembled work, if any.

- C. Samples for Selection: For each type of metal wall panel indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.
 - 2. Include manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each sealant exposed to view.
- D. Maintenance Data: For metal wall panels to include in maintenance manuals.
- E. Warranties: Special warranties specified in this Section.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: The manufacture shall authorize the installer and actual work shall be supervised by personnel trained by the manufacturer.
 - 1. Installer's responsibilities include fabricating and installing metal wall panel assemblies and providing professional engineering services needed to assume engineering responsibility.
 - 2. Engineering Responsibility: Preparation of data for metal wall panels, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Source Limitations: Obtain each type of metal wall panel through one source from a single manufacturer.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of metal wall panels and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, metal wall panels, and other manufactured items so as not to be damaged or deformed. Package metal wall panels for protection during transportation and handling.
- B. Unload, store, and erect metal wall panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal wall panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal wall panels to ensure dryness, with positive slope for drainage of water. Do not store metal wall panels in contact with other materials that might cause staining, denting, or other surface damage.

- D. Protect strippable protective covering on metal wall panels from exposure to sunlight and high humidity, except to extent necessary for period of metal wall panel installation.

1.07 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal wall panels to be performed according to manufacturers' written instructions and warranty requirements.
- B. Field Measurements: Verify locations of structural members and wall opening dimensions by field measurements before metal wall panel fabrication and indicate measurements on Shop Drawings.
 - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, either establish framing and opening dimensions and proceed with fabricating metal wall panels without field measurements, or allow for field trimming of panels. Coordinate wall construction to ensure that actual building dimensions, locations of structural members, and openings correspond to established dimensions.

1.08 COORDINATION

- A. Coordinate metal wall panel assemblies with rain drainage work, flashing, trim, and construction of studs, soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.09 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal wall panel assemblies that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures, including rupturing, cracking, or puncturing.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal wall panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
- b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
- c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 1. Basis-of-Design Products: The design for each metal wall panel specified is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.02 PANEL MATERIALS

- A. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792.
 2. Surface: Full 12-inch panel with one rib.
 3. Exposed Coil-Coated Finish:
 - a. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 4. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.03 MISCELLANEOUS MATERIALS

- A. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal wall panels by means of factory-applied coating.

1. Fasteners for Wall Panels: Self-drilling or self-tapping 410 stainless steel hex washer head, with EPDM washer under heads of fasteners bearing on weather side of metal wall panels.
2. Fasteners for Flashing and Trim: Stainless steel blind fasteners or self-drilling screws with hex washer head.
3. Blind Fasteners: High-strength stainless-steel rivets.

2.04 CONCEALED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. General: Provide factory-formed metal wall panels designed to be field assembled by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Flush-Profile, Concealed-Fastener Metal Wall Panels: Formed with vertical panel edges and flat pan between panel edges; no stiffening ribs, with flush joint between panels.
 1. Manufacturers: Subject to compliance with requirements:
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide "PS-12" by AEP-Span or comparable product by one of the following:
 2. Manufacturers:
 - a. CENTRIA Architectural Systems.
 - b. Firestone.
 - c. Kingspan.
 - d. Metal Sales.
 - e. Approved equal.
 3. Material: Aluminum-zinc alloy-coated steel sheet, 22 gauge nominal thickness.
 - a. Exterior Finish: 2-coat fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
 4. Panel Coverage: 12 inches.
 5. Stiffening ribs: one.
 6. Panel Height: 1.5 inches.
 7. Wind Clip: 16 ga galvanized steel to reinforce panel for high wind resistance.

2.05 ACCESSORIES

- A. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly as indicated and including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar

items. Match material and finish of metal wall panels, unless otherwise indicated.

1. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- B. Flashing and Trim: See Section 07 62 00.
- C. Screws holding wall panels to the structure shall be stainless steel self-tapping sheet metal screws into pre-drilled holes.
- D. For weather tightness, screws shall have EPDM washers and pop-rivets shall be set in wet sealant. Exposed fasteners shall be a minimum of #14 size screw or 3/16" diameter pop-rivet. These fasteners shall be color matched to the wall panels.
- E. Precut profile closures shall be closed cell rubber RE-42 meeting ASTM D-1056 EPT. Metal profile closures, of the same material and color as the wall panel, shall be placed in front of all rubber closures that have UV exposure.
- F. Sealant: See Section 07 92 00.

2.06 FABRICATION

- A. General: Fabricate and finish metal wall panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
- B. Tolerances: Install Metal Wall Panels and sheet metal flashing and trim to a tolerance of 1/4 inch in 20 feet in plane and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.
1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

2. Seams: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
3. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
4. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended by metal wall panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.07 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal wall panel supports, and other conditions affecting performance of work.
 1. Examine primary and secondary wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
 2. Examine solid wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
 3. Verify that weather-resistant sheathing paper or waterproof underlayment is installed over sheathing or backing substrate as indicated to prevent air infiltration or water penetration.
 4. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.

- B. Examine roughing-in for components and systems penetrating metal wall panels to verify actual locations of penetrations relative to seam locations of metal wall panels before metal wall panel installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 METAL WALL PANEL INSTALLATION, GENERAL

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cutting of metal wall panels by torch is not permitted.
 - 2. Shim or otherwise plumb substrates receiving metal wall panels.
 - 3. Rigidly fasten base end of metal wall panels and allow eave end free movement due to thermal expansion and contraction. Predrill panels.
 - 4. Flash and seal metal wall panels with weather closures at eaves, rakes, and at perimeter of all openings. Do not begin installation until weather barrier and flashings that will be concealed by metal wall panels are installed.
 - 5. Install screw fasteners in predrilled holes.
 - 6. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 7. Install flashing and trim as metal wall panel work proceeds.
 - 8. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 9. Align bottom of metal wall panels and fasten with self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 10. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by applying rubberized-asphalt underlayment to each contact surface.
- C. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal wall panel assemblies. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal wall panel manufacturer.
 - 1. Seal metal wall panel end laps with double beads of sealant, full width of panel. Seal side joints where recommended by metal wall panel manufacturer.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."

3.03 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal wall panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal wall panel installation, clean finished surfaces as recommended by metal wall panel manufacturer. Maintain in a clean condition during construction.
- B. After metal wall panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal wall panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Section Includes:
 - 1. Adhered EPDM membrane roofing system
 - 2. Substrate board
 - 3. Adhered insulation system.
 - 4. Vapor retarder generally at edge patches

1.02 RELATED SECTIONS

- A. Division 7 Section 'Membrane Reroofing Preparation'.
- B. Division 7 Section "Sheet Metal Flashing and Trim".

1.03 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing Manual" for definitions of terms related to roofing work in this Section.

1.04 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience. All products installed on the roof system are to be approved by the Roofing System Manufacturer for the warranty specified.
- C. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7.
 - 1. Field-of-Roof Uplift Pressure: -40 lbf/sq. ft
 - 2. Perimeter Uplift Pressure: -60 lbf/sq. ft.
 - 3. Corner Uplift Pressure: -85 lbf/sq. ft.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Manufacturer approved adhesive attachment ribbon patterns for adhered insulation for corner, perimeter, and field-of-roof locations.

1.06 INFORMATIONAL SUBMITTALS

- A. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that the designed roofing system complies with requirements specified in "Performance Requirements" Article. The Manufacturer Certificate is to be submitted to the Owner within 15 days after formal Notice to Proceed from Owner
- C. Warranties: Samples of special warranties.
- D. Certificates: Manufacturer's inspection reports of final inspection for warranty.

1.07 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For membrane roofing system to include in maintenance manuals.
- B. Warranties.

1.08 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty. Installer is to have a minimum of five years of documentable experience installing similar roof systems and is to provide a list of references of same upon request by the Owner.
- B. Source Limitations: Obtain components including roof insulation fasteners and all other components for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.
- C. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes.
- D. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, roofing Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.

2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.
10. Combine meeting discussion items with those listed in Section 07 59 01.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.010 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Do not allow non-waterproof roofing products or uncoated felts to be exposed to moisture, rain, ice or snow. Roofing products are to be waterproofed on a daily basis.

1.011 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, roofing accessories, and other components of membrane roofing system.
 - 2. Warranty Period: 10 years from date of Substantial Completion.
 - 3. Wind Warranty: To resist wind up to and including 110 MPH (3-second gust speed) as defined per the 2009 IBC.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 EPDM MEMBRANE ROOFING

- A. EPDM: ASTM D 4637, Type II, scrim or fabric internally reinforced, uniform, flexible EPDM sheet.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle SynTec Incorporated.
 - b. Firestone Building Products.
 - c. Approved Equal.
 - 2. Thickness: 60 mils, nominal.
 - 3. Exposed Face Color: Black.

2.02 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials approved by the roofing system manufacturer for specified warranty and intended use and compatible with membrane roofing.

- B. Sheet Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturers standard.
- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3 inch wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- H. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
- I. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.03 VAPOR RETARDER (at roof edge patches)

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Manufacturer approved self-adhering rubberized asphalt membrane which is compatible with a fully adhered roofing system:
 - a. VapAir Seal 725TR Air and Vapor Barrier/Temporary Roof by Carlisle SynTec Systems.
 - b. V-Force Vapor Barrier Membrane by Firestone Building Products, Inc.

2.04 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM membrane roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. All insulation layers are to be adhered with a manufacturer approved, cold applied adhesive, no asphaltic adhesive.

- C. Molded-Polystyrene Board (EPS) Insulation: ASTM C 578 Type II, 1.35-lb/cu. ft. minimum density. The R-value for calculation purposes for Type II EPS insulation is to be R-4.17 per inch thickness, measured at 75 degrees F.

- 1. Available Manufacturers:

- a. Insulfoam, Inc.
 - b. Approved equal.

- 2. Maximum dimension: 4 feet by 4 feet

- D. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.

- 1. Minimum thickness: 1/4-inch.

- E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

- F. Polyisocyanurate Board Insulation is an acceptable substitution: ASTM C 1289, Type II, felt facer on both major surfaces. The R-value for calculation purposes for Polyisocyanurate insulation is to be R-5.6 per inch thickness. Maximum thickness to be 3-inches per layer.

2.05 COVER BOARD

- A. The contractor shall provide at his membrane manufacturer's approved option either GWB, OSB, high density polyisocyanurate.

2.06 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Bead-Applied Insulation Adhesive: Manufacturer's recommended bead-applied, low-rise, two-component urethane adhesive formulated to attach roof insulation to substrate or to another insulation layer. Basis of design: Firestone Building Product's two-component "I.S.O. Twin Pack Adhesive".

2.07 MICELLANEOUS ITEMS

- A. Lumber: Hem-fir. 15% maximum moisture. Size as shown.
- B. Plywood: laminated plies to form sheet. Oriented Strand Board not allowed other than membrane substrate if approved by the membrane manufacturer.
- C. Building paper: Tyvek or approved equal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. If deck surface is not suitable for receiving new roofing, or framing, or if structural integrity of deck is suspect, immediately notify the Owners Representative. Do not proceed with installation until directed by Owners Representative.
 - 2. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 3. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections and projections that will inhibit proper insulation adhesion.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.03 VAPOR-RETARDER INSTALLATION (at edge patches)

- A. Do not apply primer or vapor retarder to frozen substrates.
- B. Do not apply primer or vapor retarder to damp or contaminated surfaces.
- C. Primer: Surfaces to receive vapor retarder must be clean and dry with minimal concrete pitting.
- D. Prime with manufacturer approved primer. Apply Primer by spray, brush or with a long nap roller at the applicable coverage rate. At 75°F allow primer to dry 1 hour minimum. Primer has a satisfactory cure when it will not transfer when touched. Prime only areas to be waterproofed the same day. Re-prime if area becomes dirty.

- E. Application: Apply vapor retarder from low to high point, in a shingle fashion, so that laps will shed water. Overlap all edges at least 3-1/2". End laps shall be staggered and overlapped a minimum of 6". Place membrane carefully so as to avoid wrinkles and fishmouths. Immediately after installation, roll with a 100-150 pound weighted steel roller.
- F. Repairs: Following application, inspect membrane for tears, punctures, fishmouths, air bubbles and voids due to misalignment at seams. Remove damaged membrane. Prime exposed substrate and allow primer to dry. Apply a new section of vapor retarder to primed substrate, extending onto adhered membrane 6" on all sides. Firmly press air and vapor retarder repair section to ensure a good seal. Slit fishmouths and overlap the edges. Place a section of vapor retarder over the repair and extend 6" in all directions. Firmly press repair section to ensure a good seal.

3.04 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to achieve required thickness. Install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- E. Install tapered insulation under area of roofing to conform to slopes indicated.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place until adhesive sets.
 - 2. Adhere insulation to resist uplift pressure at corners, perimeter, and field of roof.
- H. Adhered Coverboard: Install coverboards and adhere to insulation substrate as follows:

1. Install cover boards over existing roof membrane with long joints in continuous straight lines with end joints staggered between rows. Stagger coverboard joints from joints in insulation below a minimum of 12 inches in each direction.
2. Set coverboard in ribbons of bead-applied insulation adhesive, loosely butting cover boards together. Firmly press and maintain coverboard in place with adequate pressure until cover board is bonded to insulation.
3. Adhere cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.05 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
- D. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeters.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.
- G. Secondary Seam Flashing: Install Manufacturer's standard 6-inch wide peel & stick flashing tape over all completed seams in roofing membrane. Apply lap sealant to 6-inches each direction beyond all overlaps. Apply lap sealant to 6-inches beyond each endlap of 6-inch secondary flashing.
- H. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- I. Spread sealant or mastic bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

3.06 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturers' written instructions.

- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Secondary Flashing for Baseflashing Seams: Install Manufacturer's standard 6-inch wide peel & stick flashing tape over all completed flashings in roofing membrane. Apply lap sealant to 6-inches each direction beyond all overlaps. Apply lap sealant to 6-inches beyond each endlap of 6-inch secondary flashing.
- F. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.07 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing agency to perform inspections.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
 - 1. Notify Architect and Owner 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.08 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray, spillage, smears, etc from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.09 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: Department of Health & Social Services.
 2. Address: DHSS/FMS Facilities
3601 C Street, Suite 578
Anchorage, Alaska 99503
 3. Building Name/Type: Alaska Veterans and Pioneers Home
 4. Address:
 5. Area of Work: Sunny Loop (Roof 2), Fireweed hall (Roof 1)
 6. Acceptance Date: _____
 7. Warranty Period: _____
 8. Expiration Date: _____
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 110 mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

D. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 2016.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Roof tear-off, at edges.
 - 2. Temporary roofing membrane.
 - 3. Removal of base flashings.
- B. Related Sections include the following:
 - 1. Division 7 Section "EPDM Membrane Roofing".
 - 2. Division 7 Section "Sheet Metal Flashing and Trim".

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing Systems: Asphalt membranes, rigid insulation(s), and components and accessories above concrete roof decks.
- C. Substrate Board: Rigid board or panel products placed over the roof deck that serve as thermal barriers, provide a smooth substrate, or serve as a component of a fire-resistance-rated roofing system
- D. Roof Tear-Off: Removal of existing roofing system from deck up.
- E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- F. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane, and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.
- C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.05 QUALITY ASSURANCE

- A. Reroofing Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
 - 1. Meet with Owner; Architect, Roofing Installer including Project Manager, Superintendent, and Foreman.
 - 2. Review methods and procedures related to reroofing preparation, including membrane roofing system manufacturer's written instructions.
 - 3. Review temporary protection requirements related to reroofing operations.
 - 4. Review roof drainage during each stage of reroofing and review roof drain plugging and plug removal procedures.
 - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 6. Review procedures to determine condition and acceptance of existing deck substrate for reuse.
 - 7. Review structural loading limitations of deck during reroofing.
 - 8. Review special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
 - 9. Review HVAC shutdown and sealing of air intakes.
 - 10. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
 - 11. Review procedures for unexpected discovery of asbestos-containing materials.
 - 12. Review existing conditions that may require notification of Architect before proceeding.
 - 13. Combine meeting discussion items with those listed in Section 07 53 23.

1.06 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner. Contractor to place protective dust or water leakage covers (6-mil polyethylene) over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired.
 - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, doorways, corridors, and other adjacent occupied or used facilities.
- D. Owner assumes no responsibility for condition of areas to be reroofed.
- E. Limit construction loads on roof to 100 lbs/wheel for rooftop equipment wheel loads and 60 lbs/sq. ft. for uniformly distributed, temporary loads.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

PART 2 PRODUCTS

2.01 TEMPORARY ROOFING MATERIALS

- A. Self Adhering Material, SAM, sloped roofs: Grace Ice and Water Shield by W. R. Grace & Co., or approved equal.

2.02 AUXILIARY REROOFING MATERIALS

- A. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new membrane roofing system.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect existing membrane roofing system that is indicated not to be reroofed, where work or traffic will occur and could damage roof system.
- B. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. If roof drains will be temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- E. Verify that rooftop utilities and service piping have been shut off before commencing Work.

3.02 ROOF TEAR-OFF (at edges)

- A. General: Notify Owner each day of extent of roof tear-off proposed.
- B. Low sloped roof removal: Remove asphalt membrane, flashings, rigid insulation, vapor retarders, substrate boards, and other roof components from the structural deck and discard.
 - 1. Remove any fasteners from the deck, except verify that fasteners are not supporting items under the roof deck. If fasteners are structural fasteners or structural supports, leave them undisturbed and install new roof products over them.
 - 2. Vacuum dust and debris from the roof deck after the roof membrane and underlayment removal process is complete.
 - 3. Coordinate with Owner's representative to schedule times for deck inspections immediately after membrane removal.

3.03 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
 - 1. Verify that the roof deck surface is sound, dry, and suitable for reroofing.
- B. If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Owners Representative. Do not proceed with installation until directed by Owners Representative.

3.04 EXISTING BASE FLASHINGS

- A. Remove all existing BUR base flashings around parapets, curbs, walls, and penetrations. Infill to match adjacent levels.
 - 1. Clean substrates of contaminants such as asphalt, glue, sheet materials, dirt and debris.
- B. Do not damage metal counterflashings that are to remain.
- C. Where parapet sheathing is indicated for removal, immediately notify Architect if parapet framing is deteriorated.

3.05 DISPOSAL

- A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site will not be permitted.
- B. Transport demolished materials off the Owner's property and legally dispose of them.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. New prefinished coping with concealed splice plates and protective flashings at locations indicated on the drawings.
 - 2. Formed low slope roof sheet metal fabrications.
 - 3. Miscellaneous metal roof and wall flashings, curb/equipment flashings, and scuppers.
- B. RELATED WORK Related Sections include the following:
 - 1. Division 7 Section "EPDM Membrane Roofing".
 - 2. Division 7 Section "Joint Sealants".

1.03 SYSTEM DESCRIPTION

- A. Work of this Section is to physically protect base flashings, parapets, and penetrations from damage that would permit water leakage to building interior, or into roof insulation.

1.04 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Applicator: Company specializing in sheet metal flashing work with three years minimum experience. Provide documentation stating the above.
- D. Prefinished Metal Supplier: Company specializing in coil coating and fabrication of commercial flashings with five years minimum experience. Provide documentation stating the above.

1.05 SUBMITTALS

- A. Product data: For each type of product indicated.
- B. Submit sample of the finish warranty and submit the final warranty signed by the manufacturer.
- C. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments.
 - 4. Details of special conditions.
 - 5. Details of connections to adjoining work.
- D. Samples for initial selection: Provide two each per color 2-inch x 2-inch minimum sized sample of prefinished metal illustrating typical material, and finish, for color selection by Architect.

1.06 STORAGE AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.07 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.

- c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

- 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
- C. Prefinished Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality.
 - 2. Surface: Smooth, flat.
 - 3. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 4. Color: Color selection to be by Architect from the manufacturer's full range.
 - 5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.
 - 6. Manufacturers:
 - a. ColorKlad by Ryerson.
 - b. AEP Span.
 - c. Firestone.
 - d. Metal Sales.
 - e. Approved equal.
- D. For specific sheetmetal thickness use the gauge indicated. See also the schedule at the end of this section.

2.02 UNDERLAYMENT MATERIALS

- A. Self-Adhering, Self Adhering Membrane: W.R. Grace & Co. "Ice and Water Shield" or approved equal.

2.03 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Series 300 stainless steel blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Stainless steel with heads matching color of sheet metal using factory-applied coating, with soft EPDM gaskets.
 - b. Blind Fasteners: High-strength stainless-steel rivets suitable for metal being fastened.
- C. Solder:
 - 1. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight. See Section 07 92 00.

2.04 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight as indicated.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Sealed Joints: Form non-expansion but movable joints in metal to accommodate

elastomeric sealant.

- D. Fabricate hold down cleats and starter strips of galvanized steel sheet, minimum 2 inches wide, interlockable with sheet.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- F. Do not use graphite pencils to mark galvanized metal surfaces.
- G. Form pieces in longest practical lengths.
- H. Hem exposed edges on underside minimum 1/2-inch; miter and seam corners.
- I. Fabricate vertical faces with bottom edge formed outward 3/4-inch and hemmed to form drip.

2.05 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Fascia Cap: Fabricate in minimum 96-inch long, but not exceeding 10-foot-long, sections.
 - 1. Fascia Profile: As indicated.
 - 2. Joint Style: Butt, with minimum 12-inch-wide, concealed backup plate.
 - 3. Material: Pre-finished Aluminum-Zinc Alloy-Coated Steel: 24-gauge.
- B. Copings: Fabricate in minimum 96-inch-long, but not exceeding 10-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg. Miter corners, seal watertight.
 - 1. Coping Profile: As indicated.
 - 2. Joint Style: Butt, with minimum 12-inch-wide, concealed backup plate.
 - 3. Material: Pre-finished Aluminum-Zinc Alloy-Coated Steel: 24-gauge.
- C. Counterflashings, trim and miscellaneous flashing: Fabricate as indicated from the following materials:
 - 1. Pre-finished Aluminum-Zinc Alloy-Coated Steel: 24-gauge.
- D. Roof-Penetration Flashing: Air vents 8-inches or larger in diameter: Fabricate from the following materials:
 - 1. Galvanized steel: 24-gauge.
 - 2. Waterproofing over steel flashing: Refer to Section 07 53 23.
- E. Roof-Penetration Flashing: VTR pipes, conduits, with less than 8-inch diameter: Fabricate from the following materials:
 - 1. EPDM flashing: Refer to Section 07 53 23.

2.06 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Securement Cleats: Fabricate as indicated from the following materials:

1. Galvanized steel: 20 or 22 gauge, as indicated.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION

- A. Verify conditions and critical dimensions affecting fabrication and installation of work of this Section.
- B. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, and cant strips in place, and nailing strips located.
- C. Verify membrane termination and base flashings are in place, sealed, and secure.
- D. Verify that self-adhering membrane has been installed over the top of all curbs and parapets.
- E. Beginning of installation means acceptance of existing conditions.

3.02 UNDERLAYMENT INSTALLATION

- A. General: Install underlayment as indicated on Drawings.
- B. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

3.03 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder and sealant.

2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than 12 inches apart. Anchor each cleat with a minimum of two fasteners.
 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not use graphite pencils to mark bare metal surfaces.
- B. Metal Protection: Sheet metal flashing and trim is to be separated with self adhering material when in contact with aluminum, preservative treated wood, cementitious construction or other corrosive substrates.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Seal joints as shown and as required for watertight construction.
1. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants"
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches.
1. Do not solder Pre-Finished Aluminum-Zinc Alloy-Coated Steel.
 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.04 INSTALLATION

- A. Conform to approved shop drawing details.
- B. All flashings shall be sloped to drain positively, minimum 1/4-inch per foot.
- C. Install hold down cleats before starting installation.
- D. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations shown. The use of fasteners which penetrate low-sloped horizontal surfaces of metal flashings will not be accepted.
- E. Fit flashings tight in place. Make corners square, surfaces true and straight in

planes, and lines accurate to profiles and installation weathertight.

- F. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
 - 1. At coping, install coping pieces with 1/8-inch expansion allowance between ends.
 - 2. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 12-inch centers.
 - 3. Anchor interior leg of coping with washers and screw fasteners at 12-inch centers.
- G. At flashing assemblies supporting fans, hoods, flues and similar items on top of curbs and parapets, fabricate flashing assembly to maintain positive drainage and support superimposed loads.
- H. Stack Counterflashing: Install counterflashing umbrella with close-fitting collar above the flashing. Flare the top edge for elastomeric sealant. Extend umbrella a minimum of 4 inches over base flashing. Install a bead of elastomeric sealant around the pipe or post at the top edge of the collar.
- I. Pipe or Post Counter-flashing, 12-inches or less than diameter: Install counterflashing umbrella above top of flashing with close-fitting collar extending a minimum of 4-inches over base flashing. Install a bead of elastomeric sealant around the pipe or post at the top edge of the umbrella.
- J. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with sealant, and secure 24-inches on center or as indicated, unless otherwise noted.
- K. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof as indicated. Install watertight cap to flashing as indicated. Secure cap to flashing with stainless steel screws.

3.05 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings or as indicated.

3.06 MISCELLANEOUS FLASHING INSTALLATION

- A. Mechanical Curb Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Seal flashing with elastomeric sealant to equipment support member.

3.07 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Non-fire rated sealants and backing materials.
 - 2. Joint sealants between metal panels and metal flashing.
 - 3. Vapor retarder sealant.
- B. Related sections include the following:
 - 1. Division 7 Section "EPDM Membrane Roofing".
 - 2. Division 7 Section "Sheet Metal Flashing and Trim".

1.03 REFERENCES

- A. ASTM C 1193 – Standard Guide for use of Joint Sealants.

1.04 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.05 SUBMITTALS

- A. Submit shop drawings, product data, Material Safety Data Sheets (MSDS) and samples.
- B. Submit samples of sealant colors.
- C. Submit manufacturer's surface preparation and installation instructions.

1.06 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.07 SYSTEM REQUIREMENTS

- A. Building Sealants: Work shall be water tight, and resist passage of moisture and vapor.
- B. Building Movement: Installed systems shall be flexible to allow for normal movement of building and penetrating items without affecting the adhesion or integrity of the system.
- C. All materials shall be free of asbestos, and emit no toxic fumes or vapors.

PART 2 - PRODUCTS

2.01 URETHANE SEALANT MATERIALS

- A. General: No Silicone Sealant to be used on Project.
- B. All Exterior Locations: Polyurethane base, single component, solvent curing; capable of withstanding movement of up to 50 percent of joint width and satisfactorily applied throughout a temperature range of 40 to 80 degrees F Shore A hardness of maximum 50; non-staining; color as selected:
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Bostik Findley; Chem-Calk 900.
 - b. Bostik Findley; Chem-Calk 915.
 - c. Bostik Findley; Chem-Calk 916 Textured.
 - d. Schnee-Morehead, Inc.; Permthane SM7100.
 - e. Schnee-Morehead, Inc.; Permthane SM7108.
 - f. Schnee-Morehead, Inc.; Permthane SM7110.
 - g. Sika Corporation, Inc.; Sikaflex - 15LM
 - h. Tremco; DyMonic.
 - i. Tremco; Vulkem 921.
 - j. Tremco; Vulkem 931.
 - k. Substitutions: Approved equal.

2.02 VAPOR RETARDER SEALANT

- A. Vapor Retarder Sealant: Manufacturer's standard non-skinning, non-hardening, synthetic rubber acoustical sealant; CAN/CGSB 19.21 M87.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Tremco Corporation; "Acoustical Sealant".
 - b. Approved Equal.

2.03 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.04 ACCESSORIES - SEALANT SYSTEMS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that joint dimensions, physical and environmental conditions are acceptable to receive work of this Section.
- B. Beginning of installation means acceptance of conditions.

3.02 PREPARATION

- A. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Clean, prepare, and size joints in accordance with manufacturer's instructions.
- C. Verify that joint shaping materials and release tapes are compatible with sealant.
- D. Examine joint dimensions and size materials to achieve required width/depth ratios.
- E. Use primer where required by manufacturer's installation instructions.
- F. Use bond breaker where required by manufacturer's installation instructions.
- G. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION

- A. Perform work in accordance with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant in accordance with manufacturer's instructions.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Tool joints concave, unless otherwise indicated.
- E. At sheetmetal joints, provide double beads of sealant to seal lap joints.
- F. Joints: Free of air pockets, foreign embedded matter, ridges, and sags.

3.04 VAPOR RETARDER SEALANT

- A. Vapor Retarder Sealant Installation: At vapor retarder assemblies and elsewhere as indicated, seal construction at perimeters, at control joints, at the interior side of building joints, and at openings and penetrations with a continuous bead of vapor retarder sealant. Install sealant continuously to provide an air- and vapor-tight seal. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.05 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.06 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Section Includes:
 - 1. Gypsum wallboard.
 - 2. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2002 (Reapproved 2007).
- B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2011.
- C. ASTM C1280 - Standard Specification for Application of Gypsum Sheathing; 2012.
- D. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2011.
- E. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2010.

1.03 SUBMITTALS

- A. Product data for all products used.

PART 2 PRODUCTS

2.03 BOARD MATERIALS

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Glass-mat-faced gypsum panels as defined in ASTM C1658/C1658M, suitable for paint finish, of the same core type and thickness may be substituted for paper-faced board.
 - 3. Thickness: 5/8 inch.

2.04 ACCESSORIES

- A. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
- B. Textured Finish Materials: Latex-based compound; plain. Match existing.
- C. Batt insulation: Unfaced Fiberglass batts
- D. Vapor retarder: 8 mill polystyrene

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.04 BOARD INSTALLATION

- A. Comply with manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Corner Beads: Install at external corners, using longest practical lengths.

3.06 JOINT TREATMENT

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.

3.07 TEXTURE FINISH

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.
- B. Texture required: match existing.

3.08 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. GWB wall painting
 - 2. Surface finish schedule.
 - 3. Touch up painting

1.03 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

1.04 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.05 REGULATORY REQUIREMENTS

- A. Conform to 2006 International Building Code for flame/fuel/smoke rating requirements for finishes.

1.06 SUBMITTALS

- A. Provide product data on all finishing products.
- B. Submit manufacturer's application instructions.
- C. Submit color samples.
- D. Submit two samples minimum 1-inches x 2-inches in size illustrating range of colors available for each surface finishing product scheduled, for selection.

1.07 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years' experience.
- B. Applicator: Company specializing in commercial painting and finishing with three years documented experience.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site per manufacturer's instructions.
- B. Store and protect products per manufacturer's instructions.
- C. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- D. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions. Protect from freezing.
- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 55 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.
- C. Minimum Application Temperatures for Paints: per manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS - PAINT PRODUCTS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co. (Benjamin Moore).
 - 2. ICI Dulux Paint Centers (ICI Dulux Paints).
 - 3. PPG Industries, Inc. (Pittsburgh Paints).

4. Sherwin-Williams Co. (Sherwin-Williams).
5. Approved equal.

2.02 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
3. Ready mixed, except field-catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.

B. Colors: As selected by Architect from manufacturer's full range.

C. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.

D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.03 FINISHES

A. Refer to schedule at end of Section for surface finish schedule.

B. Refer to drawings for locations and areas.

PART 3 EXECUTION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.

1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.

3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood.
 - c. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
 - 3. Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
 - 4. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

- D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.03 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 5. Sand lightly between each succeeding enamel coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 2. Testing agency will perform appropriate tests for the following characteristics as required by Owner:
 - a. Proper surface preparation.
 - b. Correct film thickness according to manufacturer's specifications.

3. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.05 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.06 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.07 PAINT SCHEDULE

- A. Paint finishes and colors are to be selected and approved by the Architect. Color match for touchup painting will be approved by the Architect.
- B. Gypsum Substrates, new rain leaders where exposed to view: Provide the following finish systems over gypsum and interior surfaces not otherwise scheduled:
 1. Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Latex, interior primer sealer.
 - b. Finish Coats: Latex, interior acrylic enamel.
- C. Smooth Wood: Provide the following finish systems over smooth wood siding, wood trim, and other smooth exterior wood surfaces:
 1. Acrylic-Enamel Finish: Two finish coats over a primer.

- a. Primer: Exterior wood primer with stain blocker for acrylic enamels.
 - b. Finish Coats: Exterior acrylic enamel.
- D. Plywood: Provide the following finish systems over exterior plywood:
 - 1. Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Exterior wood primer with stain blocker for acrylic enamels.
 - b. Finish Coats: Exterior low-luster acrylic paint.
- E. Zinc-Coated Metal: Provide the following finish systems over exterior zinc-coated metal surfaces:
 - 1. Alkyd-Enamel Finish: Two finish coats over a galvanized metal primer.
 - a. Primer: Exterior galvanized metal primer.
 - b. Finish Coats: Exterior alkyd enamel.
- F. Interior and Exterior Metallic Surfaces:
 - 1. Alkyd-Enamel Finish: Two finish coats over a primer.
 - a. Steel Primer: Exterior ferrous-metal primer.
 - b. Aluminum Primer: Exterior aluminum primer under alkyd finishes
 - c. Finish Coats: Exterior alkyd enamel.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION AND RELATED WORK

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

1.2 SCOPE

- A. Provide all labor, material and equipment required for complete, safe, workable electrical systems. Comply with the latest edition of the National Electrical Code and applicable local, state and national codes and standards.
- B. Re-work electrical system as required to facilitate work of other trades.
- C. Where the work of several crafts is involved, coordinate all related work to provide each system in complete and in proper operating order.
- D. Cooperate with all others involved in the project, with due regard to their work, to promote rapid completion of the entire project.
- E. Local Conditions: The Contractor shall thoroughly familiarize himself with the work as well as the local conditions under which the work is to be performed. Schedule work with regard to seasons, weather, climatic conditions, and all other local conditions, which may affect the progress and quality of the work.
- F. Demolition: Coordinate all related demolition in support of the project. Restore circuits and systems, which are to remain, but which are affected in any way by demolition Work. Refer to Part 3 of this Section for execution requirements.

1.3 CODES AND STANDARDS

- A. Codes: Perform all work in strict accordance with all applicable national, state and local codes; including, but not limited to the latest legally enacted editions of the following specifically noted requirements:
 - 1. NFPA 70, National Electrical Code – NEC.
 - 2. International Building Code – IBC.
 - 3. International Fire Code – IFC.
 - 4. Underwriters Laboratory (UL) or approved equal.
- B. Standards: Reference to the following standards infers that installation, equipment and material shall be within the limits for which it was designed, tested and approved, in conformance with the current publications and standards of the following organizations:

1. American National Standards Institute – ANSI.
2. National Electrical Manufacturers' Association – NEMA.
3. National Fire Protection Association – NFPA.

1.4 DEFINITIONS

- A. "Contracting Agency" is the Owner as defined in the General Conditions of the Contract.
- B. "Provide" means furnish all products, labor, subcontracts, and appurtenances required and install to a complete and properly operating, finished condition.
- C. "Furnish" means to purchase material as shown and specified, and cart the material to an approved location at the site or elsewhere as noted or agreed, to be installed by supporting crafts.
- D. "Install" means to set in place and connect, ready for use and in complete and properly operating finished condition, material that has been furnished.
- E. "Accessible" means arranged so that an appropriately dressed man, 6 feet-2 inches tall, weighing 250 pounds, may approach the area in question with the tools and products necessary for the work intended, and may then position himself to properly and safely perform the task to be accomplished, without disassembly or damage to the surrounding installation.
- F. "Serviceable" means arranged so that the component or product in question may be properly removed, and replaced without disassembly, destruction or damage to the surrounding installation.
- G. "Product" is a generic term, which includes materials, equipment, fixtures, and any physical item used on the project.
- H. "Basis of Design" refers to products around which the design was prepared. Some or all of the particular characteristics of Basis of Design products may be critical to the fit or performance of the completed installation. Such characteristics are often subtle. Where substitutions are made to products that are the Basis of Design, the Contractor is alerted that nominally acceptable substitutions may produce undesirable side effects such as switchboards that no longer fit the space due to increased product dimensions. The Contractor is responsible for resolving all impacts of substitutions. Approval of a substitution request does not relieve the Contractor of complying with the design intent and all Codes.
- I. "As Specified" denotes a product, system, or installation that:
 1. Includes all of the salient characteristics identified in the Drawings and Specifications;
 2. Meets all of the requirements of the "Basis of Design"; and
 3. Is produced by a manufacturer listed as acceptable on the Drawings or in the Specifications.

- J. "Substitution" is a product, system or installation that is not by a listed manufacturer or does not conform to all salient characteristics identified in the Contract Documents, but which the Contractor warrants meets all specific requirements listed in the Contract Documents.

1.5 PRODUCT AND SYSTEM SUBMITTALS

- A. Submittals: Provide submittals for all products and systems in Division 16 to demonstrate compliance with the requirements of the project. Unless specified otherwise in Division 1, submit data not later than 60 days after award of contract or, in any case, to allow sufficient time for review without delaying construction.
- B. Mark submittal literature and shop drawings clearly and bind 8-1/2 by 11 inch literature in three-ring hardback loose-leaf binders by individual sets.

1.6 PERMITS, TESTS AND INSPECTIONS

- A. Schedule, obtain, and pay for all permits and fees required by local authorities and by these specifications.
- B. Request for Tests: Notify the Contracting Agency a minimum of 24 hours in advance of tests. In the event the Contracting Agency does not witness the test, certify in writing that all specified tests have been made in accordance with the specifications.
- C. Deficiencies: Immediately correct all deficiencies that are evidenced during the tests and repeat tests until system is approved. Do not cover or conceal electrical installations until satisfactory tests are made and approved.
- D. Operating Tests: Upon request from the Contracting Agency, place the entire electrical installation and/or any portion thereof, in operation to demonstrate satisfactory operation.

1.7 IDENTIFICATION

- A. Junction Boxes: Mark the circuit numbers of wiring on all junction boxes with sheet steel covers. Mark with indelible black marker. On exposed junction boxes in finished areas mark on inside of cover.
- B. Code Required Markings and Warnings: Provide all placards, markings and identification systems required by Code and/or the Contract Documents, such as (but not limited to):
 - 1. Arc Flash.
 - 2. "Series Rated Systems".
 - 3. Conductor insulation color identification.
 - 4. Special conductor identification and legends.

1.8 PROJECT COMPLETION AND DEMONSTRATION

- A. Tests: During final inspection, conduct operating tests for approval. Demonstrate installation to operate satisfactorily in accordance with requirements of Contract Documents. Should any portion of installation fail to meet requirements of Contract Documents, repair or replace items failing to meet requirements until items can be demonstrated to comply. Furnish personnel to assist in taking measurements and making tests. In the event that systems are not complete and fully operational at the time of final inspection, all costs of any subsequent inspections shall be borne by the Contractor at no additional cost to the Owner.

1.9 WARRANTY

- A. Warranty work shall be promptly coordinated and performed at the Contractor's sole expense. All workmanship, labor and materials (without limitation) in this Division shall be warranted for the longer of the following:
 - 1. As called for in the General Conditions of the Contract.
 - 2. For a minimum period of one year from the date of final acceptance.
- B. Where a specific product carries a longer warranty as a standard offering of its manufacturer, extended warranty coverage beyond these requirements shall be retained by the Owner. The Owner will have recourse back to the manufacturer only in these cases, when the warranty as specified in A above has expired.

PART 2 - PRODUCTS

2.1 WIRING

- A. Wiring shall be copper, XHHW insulation minimum. Minimum wire size shall be #12 AWG. All conductors used on this project shall be copper, solid or stranded for wiring #10 or smaller, stranded for #8 or larger.
- B. Wiring shall be in metal raceways. Fittings shall be steel/malleable iron (Die cast not approved). Provide properly sized and bonded grounding conductors with power circuits.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Examination Prior to Bid: Drawings involving existing conditions are based on building record drawings and/or limited field observation. Conduct a site inspection prior to submission of Bid to become thoroughly familiarized with the Scope of Work. Report discrepancies to Contracting Agency. Submission of Bid certifies acceptance of existing conditions.

- B. Examination Prior to Start of Demolition: Conduct a thorough site inspection before disturbing existing installation. Verify field measurements and circuiting arrangements. Verify that abandoned wiring and equipment serve only abandoned facilities. Beginning of demolition certifies acceptance of existing conditions.
- C. Preparation:
 - 1. Disconnect electrical systems in walls, floors, ceilings, roofs, etc., scheduled for removal.
 - 2. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits use personnel experienced in such operations.
- D. Demolition of Existing Electrical Work:
 - 1. Remove, relocate, and extend existing installations to accommodate new construction.
 - 2. Remove abandoned wiring to source of supply.
 - 3. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut concealed conduit flush with walls and floors, and patch surfaces.
 - 4. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets, which are not removed. In finished areas, blank covers shall be blank plates matching the device plates specified for new work, unless otherwise noted or specified.
 - 5. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
 - 6. Repair adjacent construction and finishes damaged during demolition and extension work.
 - 7. Disconnect and remove abandoned light fixtures. Remove brackets, stems, hangers, and other accessories.
 - 8. Maintain access to existing electrical installations that remain active. Modify installation or provide access panels as appropriate.
 - 9. Restore circuits and systems to remain that are affected in any way by demolition Work, such as loads downstream of demolished equipment.
 - 10. Salvage or disposal of removed items shall be as noted on the Drawings or as directed by the Contracting Agency. Items, which the Owner does not desire to retain, shall be disposed of at a legal disposal site.
- E. Cleaning and Repair:
 - 1. Clean and repair existing materials and equipment that remain or are to be reused or are affected by this work.

3.2 REPAIR OF EXISTING

- A. Repair all surfaces damaged or impacted by the work. Restore to original condition or better. Retexture surfaces to match surrounding surfaces. Repaint

all affected surfaces, with extent of paint to include adjacent surfaces to next wall or other clean break to avoid mismatched finish.

3.3 INSTALLATION

- A. Skilled craftsmen shall install all materials and equipment. The norms for execution of the work shall be in conformity with NEC Chapter 3 and the National Electrical Contractors' Association "National Electrical Installation Standards", which herewith is made part of these specifications.
- B. Employ workmen skilled in the trade and familiar with techniques required to complete the work in a neat and workmanlike manner. Workmanship is subject to approval by the Owner.
- C. Repair all surfaces and furnish all required material and labor to maintain fireproof, airtight and waterproof characteristics of the construction.

END OF SECTION