

**STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
INVITATION TO BID**



**SHINGLE ROOF REPLACEMENT, SITKA**

PROJECT No. 139834

ADVERTISED DATE: FEBRUARY 14, 2018

<p><b>ISSUED BY:</b></p> <p><b>DEPARTMENT OF PUBLIC SAFETY Division of Administrative Services, Procurement-Supply Section</b></p>	<p><b>PRIMARY CONTACT:</b></p> <p><b>BENHUR KOTHAPALLEY CONTRACTING OFFICER BENHUR.KOTHAPALLEY@ALASKA.GOV  (907) 269-0599</b></p>
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**Shingle Roof Replacement – Training Academy, Sitka  
Project No. 139834**

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STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
Division of Administrative Services, Procurement-Supply Section

INVITATION TO BID
for Construction Contract

Date February 14, 2018

Shingle Roof Replacement - Training Academy, Sitka
Project No. 139834

Location of Project: Sitka, Alaska
Contracting Officer: Benhur Kothapalley, Building Management Specialist
Issuing Office: Department of Public Safety
State Funded [ X ] Federal Aid [ ]

Description of Work:
This State funded project will includes replacement of shingle roof system and gutter system.

The Engineer's Estimate is between \$180,000 and \$200,000
All work shall be substantially completed by June 30, 2018.
Interim Completion dates, if applicable, will be shown in the General Requirements.

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 1:30 p.m. local time, in the conference room, 4805 Dr. Martin Luther King Jr. Avenue, Anchorage, Alaska on March 8, 2018.

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:

Table with 2 columns: Bid for Project: Shingle Roof Replacement - Training Academy, Sitka; Project No. 139834 and ATTN: Benhur Kothapalley; State of Alaska; Department of Public Safety/Procurement- Supply Section; 4805 Dr. Martin Luther King Jr. Ave.; Anchorage, AK 99507

Bids, amendments or withdrawals transmitted by mail must be received in the above specified address no later than 2 hours prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received by the Benhur Kothapalley, Contracting Officer at the Procurement-Supply Section, 4805 Dr. Martin Luther King Jr. Ave., no later than 2 hours prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to Benhur Kothapalley, Contracting Officer. Fax number: (907) 868-7946.

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

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

See attached Special Notice to Bidders for this project.

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All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following.

**Contracting Officer, Benhur Kothapalley** Preferred Method of Contact Email: [benhur.kothapalley@alaska.gov](mailto:benhur.kothapalley@alaska.gov)  
**Phone: (907) 269-0599**

A non-mandatory site visit is scheduled on February 21, 2018 between 8:30 a.m. to 3:00 p.m. at the DPS-AST Training Academy, 877 Sawmill Creek Road, Sitka, AK 99835. Interested bidders must contact the contracting officer to arrange for site visit appointment date and time. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with:

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All questions concerning bidding procedures should be directed to:

**Benhur Kothapalley**  
**Contracting Officer**  
**Department of Public Safety/Procurement- Supply Section**  
**4805 Dr. Martin Luther King Jr. Ave.**  
**Anchorage, AK 99507**

Phone: (907) 269-0599; Email: [benhur.kothapalley@alaska.gov](mailto:benhur.kothapalley@alaska.gov)

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**Reminder: Alaska Statute AS 36.30.110 requires all Bidders to have a valid Alaska Business License and an Alaska Contractor's Certificate of Registration prior to award. To qualify as an Alaska bidder under AS 36.30.321, a bidder shall have a valid Alaska business license at time designated in the invitation to bid for bid opening.**

**STATE OF ALASKA**  
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Division of administrative services – procurement/supply section

**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. The person signing the proposal must initial any erasures or changes made to the bid.
- (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 25D-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 requirements of bid security accompanying the bid. An individual surety will not be accepted as a bid security.

The Department will hold the bid securities of the two lowest bidders until the Contract has been executed, after which they will be returned. All other 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 To Bid. 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 the bidder received no addenda, 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, 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 To Bid. 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 To Bid.

## **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 25D-16 shall be used to submit such modifications.

## **RECEIPT AND OPENING OF BIDS**

- (a) The Department must receive all bids, including any amendment or withdrawal prior to the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not actually been 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 PUBLIC SAFETY**  
Division of administrative services – procurement/supply section

**SUPPLEMENTARY INFORMATION TO BIDDERS**

This document modifies or adds to the provisions of form 25D-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 nonresponsive."

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."

**SECTION 00115**

**ITEM G-115 WORKER MEALS AND LODGING, OR PER DIEM**

**DESCRIPTION**

115-1.1 This item consists of complying with Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker Meals and Lodging, or Per Diem; as described in their May 10, 2013 memo WHPL #197 (A4) and State Laborer's and Mechanic's Minimum Rates of Pay (current issue).

Ensure subcontractors comply with the DOLWD requirements. The direct internet address is <http://www.labor.state.ak.us/lss/pamp600.htm>.

Ensure facilities meet the Alaska Administrative Code 8 AAC 61.1010 and 8 AAC 61.1040 Occupational Safety and Health Standards, 18 AAC 31 Alaska Food Code, and U.S. Code of Federal Regulations 29 CFR Section 1910.142 Temporary Labor Camps.

Do not consider the cost of Meals and Lodging or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05.

**METHOD OF MEASUREMENT**

115-2.1 Worker Meals and Lodging, or Per Diem will not be measured.

**BASIS OF PAYMENT**

115-3.1 Payment for Worker Meals and Lodging, or Per Diem is subsidiary to the contract.



STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
Division of Administrative Services, Procurement-Supply Section

**REQUIRED DOCUMENTS**  
State Funded Contracts

**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 25D-9)**
2. **Bid Schedule**
3. **Bid Security**
4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:  
**Bid Modification (Form 25D-16)**
5. If claiming the Alaska Veteran's Preference on the Bid Schedule, provide the following form:  
**Alaska Veteran's Preference Affidavit (Form 25D-17)**

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**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 25D-5)**

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**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. **Construction Contract (Form 25D-10A) or (Form 25D-10H), as applicable.**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (Form 25D-8)**
5. **Certificate of Insurance** (from carrier)
6. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: **Bidder Registration (Form 25D-6)**



STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
Division of Administrative Services, Procurement-Supply Section

**PROPOSAL**  
of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**To the CONTRACTING OFFICER, DEPARTMENT OF PUBLIC SAFETY:**

In compliance with your Invitation to Bid dated **February 14, 2018**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of Project:

**Shingle Roof Replacement, Sitka**

**Project No. 139834**

Located in **Sitka, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of **One** sheet, 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 proposal, 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 Public Safety 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 after the effective date of Notice to Proceed and to substantially complete all work by **June 30, 2018**, unless extended in writing by the Contracting Officer. Final inspection and completion for all shall be on or before **July 15, 2018**, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of 50% (of the contract) 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).

Addendum Number	Date Issued

Addendum Number	Date Issued

Addendum 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

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number



**STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
Division of Administrative Services, Procurement-Supply Section**

**BID BOND**

For

**Shingle Roof Replacement, Sitka**

**Project No. 139834**

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 the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, 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.

Corporate Seal

See Instructions on Reverse

**CORPORATE SURETY(IES)**

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

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

<b>Surety C</b>	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.



**STATE OF ALASKA**  
**DEPARTMENT OF PUBLIC SAFETY**  
**Division of Administrative Services, Procurement-Supply Section**

**BID MODIFICATION**

**Project Name: Shingle Roof Replacement, Sitka**  
**Project No: 139834**

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 +/-

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 PUBLIC SAFETY  
Division of Administrative Services, Procurement-Supply Section

ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name and Number \_\_\_\_\_

I certify under penalty of perjury that \_\_\_\_\_

(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), then a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000).
- (b) "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.
  - (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (c) "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
    - (8) Was separated from the service under a condition that was not dishonorable.
- (d) 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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# BID SCHEDULE

Project Name: **Shingle Roof Replacement, Sitka**  
Program No: **139834**

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 appearing in the bid schedule. 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.

NOTICE: Bids will be compared on the basis of the Adjusted Bid Amount (e) for the determination of the low bidder. Contract award will be made in the amount of the Basic Bid (a).

PAY ITEM	DESCRIPTION OF PAY ITEM	TOTAL BID PRICE, IN FIGURES
Basic Bid	Furnish all labor, material, equipment, supervision, and provide all work to complete the scope of work as described in Section 01 11 13 Paragraph 1.02.B and Drawings, for the lump sum price of:	(a) \$ _____
	Alaska Bidder's Preference: (5% of a.)	(b) \$ _____
	Alaska Veteran-Owned Business Preference: (c) \$ _____ (5% of a. Not To Exceed \$5,000.00)	(c) \$ _____
	Alaska Products Preference: (Attach worksheet(s))	(d) \$ _____
	Adjusted Bid Amount: (a - b - c - d)	(e) \$ _____

\_\_\_\_\_  
Contractor's Name (Printed)

\_\_\_\_\_  
Alaska Contractor's Registration #

\_\_\_\_\_  
Expires

\_\_\_\_\_  
Alaska Business License #

\_\_\_\_\_  
Expires



**STATE OF ALASKA**  
**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION**

## SUBCONTRACTOR LIST

**Shingle Roof Replacement, Sitka**  
**Project No. 139834**

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.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsive and may be required to forfeit 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 above-referenced project will be accomplished without subcontracts

Or

List all first tier Subcontractors 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

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor 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

<b>FIRM NAME, ADDRESS, PHONE NO.</b>	<b>AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.</b>	<b>SCOPE OF WORK TO BE PERFORMED</b>



STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION

CONSTRUCTION CONTRACT

Shingle Roof Replacement, Sitka
Project No. 139834

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF PUBLIC SAFETY, 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: \_\_\_\_\_ or within \_\_\_\_\_ calendar days. 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such 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 Name and Title**

---

**Date**

(Corporate Seal)

---

**STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION**

---

**Signature of Contracting Officer**

---

**Typed Name**

---

**Date**



**STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION**

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

For

**Shingle Roof Replacement, Sitka  
Project No. 139834**

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 Public Safety 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 Public Safety Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

See Instructions on Reverse

## 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 PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION

PAYMENT BOND

Bond No. \_\_\_\_\_

For

Shingle Roof Replacement, Sitka
Project No. 139834

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 Public Safety Authorized Representative

Date

See Instructions on Reverse

## **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 PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION

CONTRACTOR'S QUESTIONNAIRE

Shingle Roof Replacement, Sitka  
Project No. 139834

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:

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

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---

---

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

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**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:

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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 PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES, PROCUREMENT-SUPPLY SECTION  
DOCUMENT 00700 – ISSUED BY DOT&PF, DECEMBER 2011**

**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,**

- 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 Schedules
- 6.8 Adjusting Schedules
- 6.9 Substitutes or "Or-Equal" Items
- 6.10 Substitute Means and Methods
- 6.11 Evaluation of Substitution
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- 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
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**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 Wages and Hours of Labor
- 7.14 Overtime Work Hours and Compensation

**ARTICLE 8 - OTHER WORK**

- 8.1 Related Work at Site
- 8.2 Access, Cutting, and Patching
- 8.3 Defective Work by Others
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**ARTICLE 9 - CHANGES**

- 9.1 DEPARTMENT's Right to Change
- 9.2 Authorization of Changes within the General Scope
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- 9.7 Unauthorized Work
- 9.8 Notification of Surety
- 9.9 Differing Site Conditions
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**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

**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 the Claim
- 15.3 Claim Validity, Additional Information & DEPARTMENT's Action
- 15.4 Contracting Officer's Decision
- 15.5 Fraud and Misrepresentation in Making Claims



## **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.

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 to be interpreted as defined.

**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** - '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.

**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.

**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 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

**Controlling Item** - Any feature of the Work on the critical path of a network schedule.

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

**DEPARTMENT** - The Alaska Department of Public Safety. 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.

**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.

**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.

**Furnish** - To procure, transport, and deliver to the project site materials, labor, or equipment, for installation or Use on the project.

**General Requirements** - Sections of Division 1 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.

**Inspector** - The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

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

**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.

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

**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.

**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.

**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.

**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.

**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.

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

**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 evidence 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.

**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.

**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.

**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."

**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. 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.
- 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.

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

### **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:**

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.

### **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 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.

## 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:

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.

### 5.3 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. The delivery to the DEPARTMENT of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

5.4.2 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. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. 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. 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.
- b. Comprehensive or Commercial General Liability Insurance: Such insurance shall cover all operations by or on behalf of the CONTRACTOR and provide insurance for bodily injury and property damage liability including coverage for:

premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 5.5, Indemnification; broad form property damage; and personal injury liability.

The minimum limits of liability shall be:

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 Public Safety shall be named as an "Additional Insured" under all liability coverages listed above.

- c. Automobile Liability Insurance:  
Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following:

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

- d. Builder's Risk Insurance:  
Coverage shall be on an "All Risk" completed value basis including "quake and flood" and protect the interests of the DEPARTMENT, the CONTRACTOR and his Subcontractors. Coverage shall include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site, in transit from port of arrival to job site and while temporarily located away from the Project site.

In addition to providing the above coverages the CONTRACTOR shall ensure that Subcontractors provide insurance coverages as noted in clauses a., b., and c. of this subparagraph. Builders Risk Insurance will only be required of subcontractors if so stated in the Supplementary Conditions.

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

- 5.4.3 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)"

### **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 construction or the CONTRACTOR's performance of 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 fourteen (14) calendar days after the date of the Notice to Proceed, 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. No individual stage of work shall exceed fourteen (14) calendar days.



- 6.6.2 Within twenty one (21) days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated schedule of Shop Drawing submissions
- 6.6.3 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit for review and approval:

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.
- 6.9.5 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.

**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 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. 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 first 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.

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.

## **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, an "Alaska products" preference has been given as required under AS 36.30.326 - 36.30.332, 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. 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.

- 7.12.3 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.
- 7.12.4 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 Wages and Hours of Labor:**

- 7.13.1 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 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. 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.
- 7.13.2 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.

- 7.13.3 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 State 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.

**7.14 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.

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

#### **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 adjustment shall be made and the Contract modified in writing accordingly. An adjustment in compensation shall be computed under Article 10.

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.

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.

## **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 (fixed price) which includes overhead and profit. The lump sum (fixed price) shall be negotiated on the basis of the estimated "cost of the work" in accordance with Articles 10.4 and 10.5. 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. 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 for itself and all Subcontractors and multiple tiers thereof shall be fifteen percent of the cost incurred by the subcontractor actually performing the work;
  - 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 twenty 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 10.3.2.a through 10.3.2.d, inclusive
- 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 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 manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees. 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 or consumed 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.

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.

- 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 fifteen 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 for itself and all Subcontractors and multiple tiers thereof shall be fifteen percent of the cost incurred by the subcontractor actually performing the work;
  - 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 fifteen 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.

## **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 Substantial 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 Substantial Completion.

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

### **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 Substantial 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 Substantial Completion of the relevant portion of the work 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.

### **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 schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, 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.

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.

### **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 The Contracting Officer may give the CONTRACTOR and its 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 neglects or refuses 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 the CONTRACTOR declares bankruptcy, termination will be under Title 11 US Code 362 and/or 365. The CONTRACTOR'S 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. is a 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 the CONTRACTOR or its 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 its 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 its Surety or its 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 its 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 its 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.
- 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. The CONTRACTOR shall forfeit any right to claim for the same work or any part thereof. The CONTRACTOR shall not be 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 therefore, 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 its 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;
- 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.
- 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 the CONTRACTOR'S 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 the CONTRACTOR 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 the CONTRACTOR has 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 payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or its 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 the CONTRACTOR, actually reflected in its 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."

## **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.

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**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, 2011. 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:

1. **OWNER:** The State of Alaska – Department of Public Safety.
2. **RESIDENT ENGINEER** – The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

**SC-4.2-VISIT TO SITE**

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

"A. A formal visit to the site will occur as noted on the Invitation to Bid".

**SC-4.3-EXPLORATIONS AND REPORTS**

At General Conditions Article 4.3, add the following paragraph:

"All reports and other records (if available) are provided for informational purposes only to all plan holders listed with the DEPARTMENT as General Contractors, and are available to other plan holders upon request. They are made available so Bidders have access to the same information available to the DEPARTMENT. The reports and other records are not intended as a substitute for independent investigation, interpretation, or judgment of the Bidder. The DEPARTMENT is not responsible for any interpretation or conclusion drawn from its records by the Bidder. 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 supersede or constitute conditions of the Contract Documents."

### **SC-5.4.1 - INSURANCE REQUIREMENTS**

At General Condition Article 5.4.1, delete the second to the last sentence and replace with the following: "The delivery to the DEPARTMENT of a written notice in accordance with the policy provisions is required before cancellation of any coverage or reduction in any limits of liability."

### **SC-5.4.2a -WORKERS COMPENSATION INSURANCE**

At General Condition Article 5.4.2a, delete paragraph "a" in its entirety and replace 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. Coverage shall include:
1. Waiver of subrogation against the State.
  2. Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.
  3. 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.
  4. 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-5.4.2.b.1 - MINIMUM LIMITS of LIABILITY**

At General Condition Article 5.4.2b1, delete "\$2,000,00" and replace with "\$2,000,000".

### **SC-5.4.2.d- BUILDER'S RISK INSURANCE**

At General Conditions Article 5.4.2.d, delete the subsection in its entirety.

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

In Paragraph 6.6.2, delete the first sentence and replace with the following sentence:

"Within twenty one (21) days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review:"

Schedule of Shop Drawing submissions

Schedule of Values

At General Condition Article 6.6.2, Schedule of Values, add the following text:

"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 (see Section 01 29 76 Application for Payment and Section 01 33 00 Submittal Procedures).

1. Mobilization and Demobilization: Value of Preconstruction activities, costs and submittals shall be limited to three and a half percent (3.5%) of the total Contract Price. Value of Demobilization shall be not less than one and a half percent (**1.5%**) of the total Contract Price.
2. Section 01 77 00 - Contract Closeout Procedures. Value of all required Substantial Completion Submittals and Closeout Submittals shall be not less than **\$25,000.**"

### **SC-6.9-SUBSTITUTES OR "OR-EQUAL" ITEMS**

In Paragraph 6.9.5, delete "Document 01630 - Product Options and Substitutions" and replace with "Document 016000 - Material and Equipment."

### **SC-6.13-SUBCONTRACTORS**

Add the following paragraph:

"6.13.7 The CONTRACTOR may, without penalty, replace a Subcontractor who:

1. Fails to comply with the licensing and registration requirements of AS 08.18;
2. Fails to obtain or maintain a valid Alaska Business License;
3. Files for bankruptcy or becomes insolvent;
4. Fails to execute a subcontract or performance of the work for which the Subcontractor was listed, and the CONTRACTOR has acted in good faith;
5. Fails to obtain bonding acceptable to the DEPARTMENT;
6. Fails to obtain insurance acceptable to the DEPARTMENT;
7. Fails to perform subcontract work for which the Subcontractor was listed;
8. Must be replaced to meet the CONTRACTOR'S required state or federal affirmative action requirements.
9. Refuses to agree to abide by the CONTRACTOR'S labor agreement; or
10. Is determined by the DEPARTMENT to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new Subcontractor or replace a listed

Subcontractor. The DEPARTMENT will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the state.

The contractor shall submit a written request to add a new Subcontractor or replace a listed Subcontractor to the Contracting Officer a minimum of five working days prior to the date the new Subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a CONTRACTOR violates this article, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the DEPARTMENT; or
2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue."

### **SC-7.12-APPLICABLE ALASKA PREFERENCES**

Add the following paragraph:

"7.12.5. Alaska Veteran's Preference (AS 36.30.321). In determining the low bidder for State funded projects, a 5% bid preference has been given to a bidder who qualifies under AS 36.30.321(f) as an Alaska bidder and is a Qualifying Entity. This preference may not exceed \$5,000.00. In this subsection a "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 veterans;
- (3) Limited liability company organized under AS 10.50 and if a majority of the members are Alaska veterans; or
- (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies. To qualify for this preference, the bidders must add value by the bidder actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies or the general nature solicited to other state agencies, governments, or the general public. An Alaska veteran shall be a resident of this state and an individual who served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or Alaska Territorial Guard, the Alaska Army National Guard, or the Alaska Navel Militia; and was separated from service under a condition that was not dishonorable.

The bidder shall provide an Alaska Veteran's Preference Affidavit on Form 25D-17, certifying they qualify as an Alaska bidder eligible for Alaska Veteran's preference according to AS 36.30."

## **SC-7.13-WAGES AND HOURS OF LABOR**

Add new General Conditions Article 7.13.4 as follows:

**7.13.4.** Upon completion of all work, the primary contractor shall file with the Department of Labor a "Notice of Completion Form" together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the Department of Labor's receipt of the primary contractor's notice of completion, the Department of Labor shall inform the DEPARTMENT of the amount, if any, to be withheld from the final payment.

## **SC-11.8-DELAY DAMAGES**

At General Condition Article 11.8, add the following paragraphs:

The CONTRACTOR understands that if completion of the items of work identified in this contract is not attained by the applicable Substantial and/or Final Completion Dates – as the case may be – the DEPARTMENT will suffer damages which are difficult to determine. Consequently, this contract provides for an assessment of liquidated damages, which is a reasonable forecast of the damages likely to occur in the event of breach under differing circumstances.

The following are different circumstances or scenarios where Liquidated Damages will be assessed. Liquidated Damages arising under more than one circumstance identified below are cumulative; CONTRACTOR is liable for all liquidated damage accruing under this contract. DEPARTMENT may recover these damages from retained progress payments or from payment by CONTRACT or its surety.

**11.8.1** Failure to Meet Substantial Completion Date. For each calendar day that the work is not Substantially Complete after the expiration of the Contract Time or the Substantial Completion Date has passed, the DEPARTMENT shall deduct **Two Hundred Seventy Dollars** (\$270) from progress payments.

**11.8.2** Failure to Meet Final Completion Date. The Final completion date shall be defined as the date 60 calendar days following the substantial completion date. For each calendar day that the work is substantially complete, but the project is not at Final Completion, after the Final Completion Date has passed, the DEPARTMENT shall deduct **Fifty Dollars** (\$50.00) from progress payments.

**11.8.3** If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover these sums from the CONTRACTOR, from the Surety, or from both. These are liquidated damages and not penalties. These charges shall reimburse the DEPARTMENT for its additional expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified.

**11.8.4** Permitting the CONTRACTOR to continue and finish the work or any part of it after the Contract time has elapsed or the completion date has passed does not waive the DEPARTMENT'S rights to collect liquidated damages under this section.

## **SC-12.1 -WARRANTY AND GUARANTEE**

At General Condition Article 12.1, add the following:

"The failure of the DEPARTMENT to strictly enforce the Contract in one or more instances does

not waive its right to do so in other or future instances."

### **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-13.5 - STORED MATERIALS AND EQUIPMENT**

At General Conditions Article 13.5, add the following:

"No payment will be made for an individual/unique item of material or equipment with a total value less than \$25,000 per item or for any item of material or equipment scheduled for incorporation into the work in less than 60 days from its arrival on site."

### **SC-15.1-NOTIFICATION**

In Paragraph 15.1.2, delete "Section 01310" and replace with "Section 01 33 00."

**END OF SECTION**

SECTION 01 11 13  
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. All Contract Documents are related to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The scope of work and accompanying As-Built Drawings are intended to support the replacement of existing shingle roof of Alaska State Trooper Training Academy building, located at 877 Sawmill Creek Rd, Sitka, AK 99835. The summary of work is a performance-based scope of work. The CONTRACTOR is responsible for means and methods to meet the performance and all applicable standards. All work shall be completed within the property boundaries of the site.

The roof under consideration for replacement must be measured for square footage requirements to solicit bids for material, metal edging, and ridge vent replacement. The roof must be inspected for layers of shingles and condition of deck.

- B. **Base Bid Scope of Work** for this project shall include but is not necessarily limited to:

1. All work required to removal and disposal existing asphalt shingles, substrate building paper, felt, flashing around penetrations, drip edge and gutter system. Re-secure any substrate nails that have backed out prior to installation of new underlayment.
2. All work to include installation of new asphalt shingles, ridge vent, flashing, drip edge and required appurtenances to provide a weathertight structure. Work also includes any engineering required for detailing. The shingles must be laminated architectural shingle with a biological growth inhibitor. These shingles may be Malarkey Legacy XL Scotch Gard or Owens Corning Woodcrest or Duration Max or equivalent. Installation of shingles must meet stipulated warrantee requirements and manufacturer's instructions.
3. All work required to install field underlayment. Installation of field underlayment must be lapped to drain and extend over waterproof membranes. This underlayment may be, Grace Tri-Flex XT Synthetic Roofing Underlayment, OR, Owens Corning Weather lock Roofing Underlayment or equivalent.
4. All work required to Install perimeter metal strips and drip edges. The strips and drip edges must be PVDF coated galvanized steel or aluminum.
5. All work required removing and replace identified deteriorated deck sheathing of approximate 300 Sq.ft. with new exterior grade sheathing to match existing sheathing thickness.

6. All work required to Installation of a membrane waterproofing at perimeters and valleys. Extend membrane waterproofing 6 feet from rake and eave conditions, and 6 feet up each side of valleys. Waterproofing applied over ridges will lap over the field underlayment. Waterproofing may be Grace Ice and Water Shield or equal; 60 mils bituminous sheet with polyethylene facing, self-adhering. Installation of waterproofing must meet stipulated warrantee requirements and manufacturer's instructions.
7. All work required to remove existing ridge vents with new ridge vents. Ridge vents must ensure of preventing any water ingress and leakage. The ridge vent may be Shingle vent II or equivalent. Installation of ridge vents must meet stipulated warrantee requirements and manufacturer's instructions.
8. All work required to seal existing gable vent on the east gable and ensure weather tightness.
9. All work required to remove all existing gutters and down spout systems and install a new aluminum gutters and downspouts. All gutters must have a leaf block protection system. Installation of gutters and downspouts must meet stipulated warrantee requirements and manufacturer's instructions.

**C. Enhancement #1**

1. All work required to install a de-icing system with waterproof connections to prevent ice-damming. The de-icing system must have a self-regulating thermostat. Installation of system must meet stipulated warrantee requirements and manufacturer's instructions.

**D. General Design Requirements: Scope of Work as described in Invitation to Bid (ITB) documents, including the following:**

- I. General Conditions of the Contract (Division 00 and Division 01)
- II. As-Built Drawings.

1. CONTRACTOR shall provide materials that either meets or exceeds the quality level as mentioned in the Base Bid Scope of Work and Enhancement #1.
2. CONTRACTOR Responsibilities:
  - a. CONTRACTOR shall be responsible for the design of the architectural components and coordination of all other design disciplines. CONTRACTOR shall be licensed in the state of Alaska. Engineer(s) of Record per each Responsible-in-Charge as indicated in the ITB shall be licensed in the state of Alaska.
  - b. Design Drawings shall be sealed by the respective design professional of record, submitted to the DEPARTMENT and accepted by the DEPARTMENT before an NTP for construction phase efforts shall be issued.
  - c. All permits must be received prior to beginning construction.
  - d. CONTRACTOR is responsible for all applicable code compliance.

**E. ARCHITECTURAL DESIGN AND CONSTRUCTION CRITERIA**



1. Scope and Objectives:
  1. Provide complete architectural and engineering design and detailing for the scope as identified in Part 1.2, this Section. Complete systems, including ancillary systems, shall be designed, detailed, coordinated and constructed.
    - a. Installation Systems, Finishes: refer to manufacturer specifications.
2. Architectural Components:
  1. Architectural Drawings shall be sealed by Architect of Record. Architect of Record shall be licensed in the state of Alaska.
  2. Codes and Standards: The project shall be designed and constructed in accordance with all applicable codes and standards. The Design-Build Team will be responsible for coordinating the design and construction with the Authority Having Jurisdiction (AHJ). The most current, latest approved codes and standards shall be utilized.
3. Project Code Review: Design-Builder shall be required to perform a Code Analysis for the project, as to be submitted to the AHJ for review and permitting.
4. Roof System Performance:
  - a. Performance:
    - 1) 50 year Limited Material Warranty
    - 2) 110 mph (177 kmph) Wind Warranty.
    - 3) Algae Resistance Warranty
  - b. Fire Resistance:
    - 1) Shingles shall hold Class - A Fire Rating.
5. Building Components:
  - a. Demolished and Replaced Items:
    - 1) Demolished materials must be disposed of in an approved manner according to all applicable state and local jurisdiction regulations.
6. Asphalt Shingle Roof Systems:
  - a. Shingle finish shall be pre-finished (factory finished) corrosion-resistant, appropriate for marine (salt) environments. Color: Picked by the Department from standard colors.
  - b. Provide all metal flashing, drip edge, self-adhered underlayment, and sealants as required for shingles. Components shall be pre-finished (factory finished).
  - c. Provide any design of supplemental framing.
7. New Roof System Warranties:

- a. Special manufacturer's warranty on the manufacturer's standard form, without monetary limitation, in which the manufacturer agrees to repair or replace components of the system that fail within materials or workmanship for a minimum specified warranty of not less than 2-years from Substantial Completion.
- b. Special Warranties on shingles and accessory finishes shall be provided on the manufacturer's standard form on which manufacturer agrees to repair, finish or replace shingles and related pre-finished accessories that show evidence of deterioration to factory-applied finished within the specified warranty period. Warranty period for finish deterioration shall be 50 years from date of Substantial Completion.
- c. Special weather-tightness warranty on manufacturer's standard form in which manufacturer agrees to repair or replace metal roof panel assemblies that fail to remain weather-tight, including leaks, within 50 years from date of Substantial Completion. Weather-tightness failure includes air infiltration or water penetration in excess of that which can be reasonably anticipated from design performance standards.

**1.3 CONTRACT**

- A. General: Construct all Work through a single construction contract in accordance with the Contract Documents.

**1.4 WORK BY OTHERS**

- A. Other State projects may be scheduled to be under construction in the vicinity of the Project. There are no known projects scheduled at this time.

**1.5 WORK SEQUENCE AND MILESTONES**

- A. Upon receipt of Notice to Proceed (NTP) the CONTRACTOR will be expected to prepare submittals and begin the purchase of critical materials.
- B. The CONTRACTOR shall submit a preliminary Schedule of Values and an Anticipated Construction Schedule to the CONTRACTING OFFICER at the pre-construction conference. The CONTRACTOR shall submit a final Schedule of Values to the CONTRACTING OFFICER within 3 weeks of the Notice-to-Proceed.

**1.6 PARKING**

- A. Parking shall be limited to designated areas only. If insufficient area exists, the CONTRACTOR shall make other arrangements.

**1.7 SHUTOFFS AND DISRUPTIONS TO UTILITY SERVICE**

- A. At least two (2) weeks prior to the first planned outage, submit a schedule to the DEPARTMENT showing all proposed utility outages. Upon request by the DEPARTMENT, submit a written plan describing the justification for the outages and possible impacts to the Using Agency. The CONTRACTOR shall revise the schedule to show any planned changes and shall submit the revised schedule promptly to the

DEPARTMENT.

- B. Plan work to minimize down time. Work with DEPARTMENT to schedule disruption for time periods that minimize impacts to the Using Agency. Shutoffs and disruption to service shall not be allowed during designated critical operating hours.

### **1.8 CONTRACTOR'S USE OF PREMISES**

- A. Coordinate use of the premises under direction of DEPARTMENT.
- B. Assume full responsibility for protection and safekeeping of furnished products.
- C. Assume full responsibility for the protection of roads and grounds in the project vicinity from construction related activities.
- D. Obtain and pay for use of additional storage, Work, or parking areas needed for construction operations.
- E. Do not stop or otherwise impede vehicle traffic without prior written approval from the DEPARTMENT. The CONTRACTOR shall make all necessary provisions, including but not limited to detours, bypasses, and permits, to maintain traffic flow. Submit traffic control plan and schedule for approval no less than twenty (20) working days prior to anticipated traffic disruptions.
- F. Work and Staging Areas - With the exception of vehicle movement for access to and from Work and Staging Areas, restrict all Work to within the limits of construction designated on the plans.

### **1.9 USING AGENCY OCCUPANCY**

- A. The using agency at the project location is the Department of Public Safety.
- B. Upon the issuance of a Certificate of Substantial Completion by the DEPARTMENT, the Using Agency shall take ownership of the facility and may occupy it.
- C. Refer to the General Conditions for access following substantial completion.

### **1.10 PERMITS**

- A. Where a building permit is required by the Authority Having Jurisdiction, the plan review fee and the building permit fee have been paid by the DEPARTMENT. The CONTRACTOR shall obtain the building permit in its name and shall procure all other 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.

### **1.11 HAUL ROUTES**

- A. Contractor shall determine the requirements for and shall comply with applicable local, municipal, and DOT/PF haul requirements, routes and restrictions.

- B. Obtain required approvals for the use of haul routes, and submit to the DEPARTMENT upon request.

**END OF SECTION**

**SECTION 01 12 19  
CONTRACTOR'S CERTIFICATION OF SUBCONTRACTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 00100 - Instructions to Proposer
- B. Section 00430 - Subcontractor List
- C. Section 00700 - General Conditions: Subcontractor Certification and Approval
- D. Section 00800 – Supplementary Conditions: Subcontract Provisions
- E. Section 01 33 00 - Submittals: Submittal Procedures

**1.03 PREPARATION OF CERTIFICATION**

- A. Certification Forms: Use forms provided by DEPARTMENT.
- B. CONTRACTOR shall prepare certification form and submit to the DEPARTMENT prior to the start of work. Where required, attach additional information to the certification form.
- C. Substitute certification forms will not be considered.

**1.04 SUBMITTAL OF CERTIFICATION**

- A. The CONTRACTOR shall submit certification forms for all subcontractors for review and approval by the DEPARTMENT.

**1.05 CONSIDERATION OF CERTIFICATION**

- A. Following receipt of submitted subcontractor certification forms, the DEPARTMENT will review for the following, at minimum:
  - 1. Completeness of forms and attachments
  - 2. Proper execution (signatures) of forms and attachments
- B. Incomplete or improperly executed subcontractor certification forms will be returned to the CONTRACTOR for revision and resubmittal.
- C. CONTRACTOR shall remove its subcontractor from the project site until its subcontractor certification form is submitted, reviewed, and approved.

- D. The DEPARTMENT will not process payments for work performed by a non-certified subcontractor.

**1.06 ACKNOWLEDGMENT 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 Project Engineer's signature.


**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

<b>STATE OF ALASKA</b> <b>DEPARTMENT OF PUBLIC SAFETY</b> DIVISION OF ADMINISTRATIVE SERVICES- PROCUREMENT/SUPPLY	<b>SUBCONTRACTOR</b> <b>CERTIFICATION</b>	
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**Note: The Contractor shall provide this form for ALL subcontractors working on this project.** This form is applicable to all projects, including Small Procurement Contracts, and must be completed in full.

PROJECT: Shingle Roof Replacement - Sitka PROJ. #: 139834

PRIME CONTRACTOR: \_\_\_\_\_

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

1. First Tier Subcontractor: \_\_\_\_\_ DBE? Yes  No   
 Second Tier: \_\_\_\_\_ DBE? Yes  No   
 Third Tier: \_\_\_\_\_ DBE? Yes  No   
 Fourth Tier: \_\_\_\_\_ DBE? Yes  No
  
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 (check the appropriate answer)?
 

EEO-1 Certification (Form 25A304), federally funded projects only	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Contract Minimum Wage Schedule	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Civil Rights Representative (Form 25A302)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
  
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?
 

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------
  
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 and termination provisions as required by the Contract Documents?
 

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------
  
8. a. Does the Subcontractor have adequate insurance coverages as specified in the Contract Documents?
 

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------

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?

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------
  
- b. Does the evidence of insurance certify that the policies described thereon comply with all aspects of the insurance requirements for this project?
 

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------
  
- c. Does the evidence of insurance list the Department as an "Additional Insured" or "Certificate Holder"?
 

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------

PROJECT: \_\_\_\_\_ PROJ. #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

d. Does the evidence of insurance commit to providing written notice in accordance with the policy provisions before cancellation or reduction of any coverage or reduction in any limits of liability?

Yes  No

e. Insurance Expiration dates:

Comprehensive or Commercial General Liability: \_\_\_\_\_

Automobile: \_\_\_\_\_ Workers' Compensation: \_\_\_\_\_

(Other): \_\_\_\_\_

9. Does the Contractor certify firms or individuals debarred or suspended by the Department, FAA, or FHWA are not employed or subcontracted under this construction project?

Yes  No

10. 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)
- Mechanical Administrator's License (mandatory for mechanical subs)
- Engineer/Architect
- Other: \_\_\_\_\_

11. Exceptions to any of the above are explained as follows: \_\_\_\_\_

**CERTIFICATION (to be completed and signed by PRIME CONTRACTOR):** 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:** \_\_\_\_\_  
Project Engineer

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Project Engineer



**SECTION 01 26 63  
CHANGE PROCEDURES**

**PART 1 - GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Section 00312 - Bid Schedule
- B. Section 00510 – Construction Contract
- C. Section 00700 - General Conditions
- D. Section 00800 - Supplementary Conditions: Modifications to General Conditions Section 00700
- E. Section 01 32 00 – Work Schedules and Reports
- F. Section 01 29 76 – Application for Payment
- G. Section 01 29 73 - Schedule of Values
- H. Section 01 73 00 – Execution Requirements: Project Record Documents

**1.02 SUBMITTALS**

- A. Submit the 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. Submit with each price proposal a complete, detailed, itemized cost breakdown defining all impacts on Contract Price and Contract Time, in sufficient detail to fully explain the basis for the proposal.
- C. All change forms shall be provided by the DEPARTMENT.

**1.03 CHANGE AUTHORIZATION**

- A. In accordance with Section 00700 - General Conditions, Part 9 Changes, the DEPARTMENT may authorize changes to the Work. The DEPARTMENT may authorize changes in one of the following ways:
  - 1. Directive (Section 00700, Article 9.3)
  - 2. Change Order (CO) (Section 00700, Article 9.4)
  - 3. Acceptance of Shop Drawing variations, which have been identified by CONTRACTOR. (Section 00700, Article 9.5)
  - 4. Interim Work Authorization (IWA) (Section 00700, Article 9.10)
  - 5. Contingency Authorization (for CM/GC contracts only) (Section 00700, Paragraph 13.0.3 (b) (2))

**1.04 CHANGE PROCEDURES**

- A. The DEPARTMENT may initiate change to the contract by issuing to the CONTRACTOR a Request for Proposal (RFP) document. The RFP may include:
  - 1. Change narrative.
  - 2. Supplementary revised drawings, specifications, additional details, or sketches.
  - 3. Other information as deemed appropriate.
  
- B. The CONTRACTOR shall request a change to the contract by submitting to the DEPARTMENT a written Change Notice on a form provided by the DEPARTMENT. The DEPARTMENT may respond by rejecting it, or with a RFP to initiate contract change. The CONTRACTOR'S Change Notice shall include, at minimum:
  - 1. A description of the proposed change with a statement of the justification of the change.
  - 2. Statement of the effect of the change on Contract Price and Contract Time.
  - 3. The information required in Section 00700 - General Conditions, Part 15 Claims for Adjustments and Disputes.
  
- C. Upon receipt of a Request for Proposal (RFP) from the DEPARTMENT, the CONTRACTOR shall respond with a price proposal. The CONTRACTOR shall make every effort to return its price proposal in response to the RFP within the time frame requested by the DEPARTMENT, but in no event later than 14 calendar days from date the RFP is issued. For work to be performed after the execution of a Change Order or Contingency Authorization, the basis of pricing shall be estimated. For work performed prior to the execution of a Change Order or Contingency Authorization, the pricing shall be based upon documentation of actual incurred costs. The price proposal shall include:
  - 1. A complete, detailed, itemized price breakdown.
  - 2. For the prime contractor and subcontractors, detailed documentation of costs for direct costs, labor, equipment, consultants, sub-contractor markups, overhead and profit, and other items set forth in General Conditions Section 00700, Part 10.
  - 3. Other information as required by the DEPARTMENT.
  
- D. Upon receipt of pricing response to a RFP, the DEPARTMENT may execute a change to the contract. The issuance of an RFP or the receipt of pricing response to an RFP shall not obligate the DEPARTMENT to execute a change to the contract.

**1.05 DIRECTIVES**

- A. The DEPARTMENT may issue Directives as per Section 00700 – General Conditions, Article 9.3.

**1.06 INTERIM WORK AUTHORIZATIONS (IWA)**

- A. The DEPARTMENT may issue Interim Work Authorizations in accordance with Section 00700 – General Conditions, Article 9.10.

- B. IWAs may be issued to authorize the commencement of additional work in advance of the execution of a Change Order or Contingency Authorization.
- C. Work authorized by IWA shall be converted to a negotiated Change Order except that, for CM/GC contracts only, the work authorized by an IWA may be converted to a Contingency Authorization provided it does not result in an extension of Contract Time.
- D. The price on the IWA form shall be an estimated limit not to be exceeded by the CONTRACTOR without prior amendment of the IWA by the DEPARTMENT. The DEPARTMENT shall not be obligated to compensate the CONTRACTOR for costs in excess of the amount on the IWA.
- E. Upon the execution of an IWA, the CONTRACTOR is authorized to begin the specified work. The CONTRACTOR shall track its costs using Cost of Work procedures. The CONTRACTOR shall use the DEPARTMENT'S Cost of the Work form and shall submit the data to the DEPARTMENT at the close of each work day. A separate Cost of Work form is required for each IWA.

**1.07 CHANGE ORDER**

- A. Any change in Contract Time, Contract Price, or associated responsibility within the general scope of the Contract, shall be made by Change Order.
- B. The CONTRACTOR shall use forms furnished by the DEPARTMENT for Change Orders.

**1.08 CONTINGENCY AUTHORIZATIONS (CM/GC Contracts Only)**

- A. This provision for Contingency Authorizations shall apply only to Construction Manager/General Contractor (CM/GC) construction contracts.
- B. The use of Construction Contingency and CONTRACTOR'S Contingency components of the Guaranteed Maximum Price (GMP) of CM/GC construction contracts shall occur only with the execution of a Contingency Authorization (CA) form provided by the DEPARTMENT.
- C. Contingency Authorizations shall be used only to effect change of scope within the general scope of the Contract, and to provide associated monetary compensation from contingency components of the GMP, provided such change will not result in an extension of the Contract Time.
- D. Contingency Authorizations shall not be used to extend the Contract Time. The CONTRACTOR shall follow Change Order procedures for the consideration of any change of scope that may result in an associated extension of the Contract Time.
- E. With the execution of a Contingency Authorization, the CONTRACTOR agrees to waive any claim to any time impact associated with the Work set forth in the Contingency Authorization.
- F. A Contingency Authorization shall be used to establish the use of the following contingencies:

1. Construction Contingency components of the GMP per Section 00700 – General Conditions, Paragraph 13.0.3.b.2.i. On the Contingency Authorization form, the DEPARTMENT shall sign as the issuer, and the CONTRACTOR shall sign with its acknowledgement.
2. CONTRACTOR'S Contingency component of the GMP per Section 00700 – General Conditions, Paragraph 13.0.3.b.2.ii., The CONTRACTOR shall execute the Contingency Authorization form as the issuer, and the DEPARTMENT may sign with its acknowledgement.

#### **1.09 CHANGE PRICING AND TIME ANALYSIS**

- A. Unless specified elsewhere, Section 00700 - General Conditions, Part 10 shall be applied to the negotiation of all changes to the scope of the contract.
  1. Unit Price, when unit prices are contained in the Contract.
  2. Mutually acceptable Lump Sum Price, including overhead and profit.
  3. Cost of the Work
- B. UNIT PRICE CHANGE - For unit price CHANGE PROCEDURES, prices shall be determined by multiplying the contractual unit price(s) by the estimated quantities of Work associated with changed scope. Payment will be based on the actual installed quantities. Document actual installed quantities and submit information requested by the DEPARTMENT on a daily basis for its approval and certification. Refer to Section 00700 - General Conditions, Part 10 for additional requirements.
- C. LUMP SUM PRICE CHANGE - The CONTRACTOR and the DEPARTMENT shall negotiate an equitable price (and time adjustment if appropriate) in good faith. If negotiations do not result in a mutually acceptable lump sum price, the DEPARTMENT may, at its discretion, direct the CONTRACTOR to perform the work under Cost of the Work Change Order.
- D. COST OF THE WORK CHANGE – The CONTRACTOR shall document Cost of the Work on forms acceptable to the DEPARTMENT, and shall submit documented costs to the DEPARTMENT daily for verification and certification. Cost of the Work pricing proposals shall be supported by invoices for substantiation of purchase and rental costs and with additional data as may be requested by DEPARTMENT.
- E. Time Analysis for CHANGE ORDER PROCEDURES shall be performed as described in Section 01 32 00 – Work Schedules and Reports.
- F. The DEPARTMENT shall have the right to audit all records in possession of CONTRACTOR relating to activities covered by CONTRACTOR's pricing of Contract CHANGE ORDER PROCEDURES, including Cost of the Work pricing, as set forth in Section 00700 - General Conditions. If CONTRACTOR is a joint venture, the right of DEPARTMENT shall apply collaterally to the same extent to the records of joint venture sponsor, and of each individual joint venture member.

#### **1.10 FORM EXECUTION**

- A. Contract forms issued under this section shall be effective the date the DEPARTMENT's authorized person signs the form.
- B. For Change Orders, CONTRACTOR signature will indicate acceptance of the terms or acknowledgment of order, depending on box checked. Acknowledgment of Change Order does not substitute for notification requirements of Section 00700 - General Conditions, Article 15.1.

**1.11 PAYMENT**

- A. The CONTRACTOR shall promptly revise its Schedule of Values and Application for Payment forms to record each authorized Change Order and each authorized Contingency Authorization as a separate line item. For Change Orders, adjust the Contract Price as shown on the Change Order.
- B. The CONTRACTOR shall promptly revise and resubmit its progress schedules to reflect any change in Contract Time, including adjustments for other items of Work affected by the change.
- C. Payment for contract changes shall be made only following the execution of Change Orders or Contingency Authorizations and the inclusion of these change documents by reference on the Application for Payment form.
- D. Payment shall not be made for Work authorized via Interim Work Authorization.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 29 73  
SCHEDULE OF VALUES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for preparing and submitting the schedule of values.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 - General Conditions: Schedule of Values.
- B. Section 01 11 13 - Summary of Work: Work sequence.
- C. Section 01 26 63 – Change Procedures
- D. Section 01 29 76 - Applications for Payment: Procedures for Applications for Payment.
- E. Section 01 32 00 – Work Schedules and Reports
- F. Section 01 33 00 – Submittal Procedures
- G. Section 01 77 00 – Contract Closeout Procedures
- H. Section 01 71 13 – Mobilization and Demobilization
- I. Section 01 91 00 - Commissioning

**1.03 FORMAT**

- A. Form and content must be acceptable to DEPARTMENT.
- B. Form shall have a signature block for submission by CONTRACTOR and a signature block for approval by DEPARTMENT.
- C. Content shall include the following column headings.
  - 1. CPM Activity Number
  - 2. CPM Activity Description
  - 3. CPM Dollar Value
  - 4. Current Percent Complete
  - 5. Current Dollar Complete
  - 6. Previous Percent Complete
  - 7. Previous Dollar Complete
  - 8. Percent Complete this Period
  - 9. Dollar Complete this Period

**1.04 CONTENT**

- A. List installed value of each activity shown on the submitted and approved CPM Schedule.
- B. For items on which payments will be requested for stored products, list sub values for cost of stored products with taxes paid.
- C. Limits for specific line item values shall be as specified below and shall be included on all approved Schedules of Values and Applications for Payment.
  - 1. Mobilization and Demobilization: Unless specified elsewhere, the assigned values for mobilization and demobilization shall be based upon the estimated value of specified Work for each of these tasks.
  - 2. Contract Closeout Procedures: Unless specified elsewhere, the assigned values for tasks specified under Contract Closeout Procedures shall be based upon the estimated value of each task. The breakdown shall include separate amounts for the requirements of Final Completion and Final Acceptance, as set forth below:

<u>Contract Price</u>	<u>Value for Final Completion</u>	<u>Value for Final Acceptance</u>
Less than \$200,000	\$2,000	\$2,000
\$200,000 - \$500,000	\$5,000	\$5,000
\$500,001 - \$1,000,000	\$10,000	\$10,000
\$1,000,001 - \$5,000,000	\$20,000	\$20,000
Greater than \$5,000,000	\$30,000	\$30,000

- D. The sum of values listed on the Schedule of Values shall equal total Contract Price.
- E. A Schedule of Values containing costs for early activities in excess of actual value (“front end loading”) will be rejected by the DEPARTMENT until the CONTRACTOR corrects the deficiency. The DEPARTMENT shall not be obligated to pay the CONTRACTOR until front end loading is eliminated and the Schedule of Values is approved.

**1.05 SUBMITTAL**

- A. Submit proposed Schedule of Values with updated CPM Schedule per specification sections for Summary of Work, Work Schedules and Reports, and Submittals.
- B. Submit Schedule of Values with updated completion percentages sufficiently in advance of each Application for Payment to enable the DEPARTMENT to resolve differences.

**1.06 SUBSTANTIATING DATA**

- A. When the DEPARTMENT requires substantiating information, submit data justifying line item amounts in question.
- B. 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.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**



**SECTION 01 29 76**  
**APPLICATION FOR PAYMENT**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 00312 – Bid Schedule
- B. Section 00700 - General Conditions
- C. Section 00800 – Supplementary Conditions
- D. Section 01 11 13 – Summary of Work
- E. Section 01 26 63 – Change Order Procedures
- F. Section 01 31 13 – Job Site Administration
- G. Section 01 32 00 – Work Schedules and Reports
- H. Section 01 33 00 –Submittal Procedures
- I. Section 01 29 73 - Schedule of Values
- J. Section 01 45 00 – Quality Control
- K. Section 01 45 29 – Testing Laboratory Services
- L. Section 01 51 00 – Construction Facilities
- M. Section 01 52 13 – Field Offices and Sheds
- N. Section 01 57 10 – Erosion, Sediment and Pollution Control
- O. Section 01 71 13 – Mobilization
- P. Section 01 77 00 - Contract Closeout Procedures
- Q. Section 01 78 39 – Project Record Documents

**1.03 FORMAT**

- A. Submit Application for Payment on form approved by the DEPARTMENT.

**1.04 PREPARATION OF APPLICATIONS**

- A. Type required information on Application for Payment form acceptable to the DEPARTMENT.
- B. Execute certification by original signature of authorized officer upon each copy of the Application for Payment.
- C. Show breakdown of costs for each item of the Work on accepted Schedule of Values as specified in Section 01 29 73 – Schedule of Values.
- D. 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.
- E. Submit Stored Materials Worksheet with every Application for Payment requesting payment for stored materials. Show only direct costs of materials and freight. Submit documentation in accordance with Section 00700 – General Conditions, Article 13.5 Stored Materials and Equipment, for materials shown in column titled “New Material This Pay Request Period.”

**1.05 SUBMITTAL PROCEDURES**

- A. Submit two originals of each Application for Payment at one-month intervals. Each document shall bear original signature of authorized executive.
- B. Submit with DEPARTMENT-approved transmittal letter bearing DEPARTMENT’s project number.

**1.06 SUBSTANTIATING DATA**

- A. When DEPARTMENT requires substantiating information, submit all requested data justifying line item amounts in question.
- B. Provide one copy of data with cover letter for each copy of Application for Payment. Show Application for Payment number and date, and line item by number and description.

**1.07 SUBMITTALS WITH APPLICATION FOR PAYMENT**

- A. Submit the following for review sufficiently in advance of Application for Payment to allow detailed review by DEPARTMENT and resolution of differences.
  - 1. Schedule of Values with updated percentages of completion as required by Section 01 29 73 – Schedule of Values.
- B. Submit the following with each Application for Payment.
  - 1. Updated construction schedule as required by Section 01 32 00 – Work Schedules and Reports.
  - 2. Updated Project Record Documents as required by Section 01 78 39 – Project Record Documents.

3. Letter certifying that all Project Record Documents, including as-built drawings and submittals are current.

**1.08 ADDITIONAL REQUIREMENTS FOR FIRST APPLICATION FOR PAYMENT**

- A. The first Application for Payment will be processed after the Resident Engineer has received all of the following:
  1. Superintendent Data (Section 00700 – General Conditions, Article 6.2)
  2. Progress Schedule (Section 00700 – General Conditions, Paragraph 6.6.1, & Section 01 32 00 – Work Schedules and Reports)
  3. Schedule of Values (Section 00700 – General Conditions, Paragraph 6.6.2, & Section 01 29 73 – Schedule of Values)
  4. Submittal Schedule (Section 00700 – General Conditions, Paragraph 6.6.2)
  5. Safety Representative Designation (Section 00700 – General Conditions, Article 6.18)
  6. Building Permits (Section 00700 – General Conditions, Article 7.2)
  7. Name of Individual Authorized to Accept Changes (Section 01 26 63 – Change Order Procedures)
  8. CONTRACTOR's Management Team (Section 01 31 13 – Job Site Administration)
  9. CONTRACTOR Quality Control Program and Plan (Section 01 45 00 – Quality Control)
  10. National Bureau of Standards Inspection Report (Section 01 45 29 – Testing Laboratory Services)
  11. Freeze Protection Plan (Section 01 51 00 – Construction Facilities)
  12. Construction Site Layout Plan (Section 01 71 13 – Mobilization and Demobilization)
  13. Traffic Control Plan and Haul Routes (Section 01 11 13 – Summary of Work)
  14. Schedule for Dust and Air Pollution Abatement (Section 01 57 10 – Erosion, Sediment and Pollution Control)
  15. Pre-Construction Property and Structure Assessments (Section 01 51 00 – Construction Facilities)
  16. Hazardous Material Control Plan (Section 01 57 10 – Erosion, Sediment and Pollution Control)
  17. Notice of Intent (Section 01 57 10 – Erosion, Sediment and Pollution Control)
  18. Project Summary (Section 01 57 10 – Erosion, Sediment and Pollution Control)
  19. Temporary Facilities Plan. (Section 01 52 13 – Field Offices and Sheds)

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 31 13  
JOB SITE ADMINISTRATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. General requirements for the administration of the construction contract.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 – General Conditions
- B. Section 01 29 76 – Application for Payment
- C. Section 01 31 14 – Work Coordination
- D. Section 01 32 00 – Work Schedules and Reports
- E. Section 01 33 00 – Submittal Procedures
- F. Section 01 45 00 – Quality Control
- G. Section 01 77 00 – Contract Closeout Procedures
- H. Section 01 79 00 – Demonstration and Training

**1.03 DEPARTMENT PROJECT MANAGEMENT TEAM**

- A. The DEPARTMENT's Contracting Officer will issue a Delegation of Authority letter to the CONTRACTOR after Contract Award.
- B. The Delegation of Authority letter will designate the members of the DEPARTMENT's project management team, and delegate levels and limitations of contractual authority, all in accordance with Section 00700 - General Conditions, Article 2.1 Authorities and Limitations.
- C. The CONTRACTOR shall sign the Delegation of Authority letter to acknowledge its understanding of the instructions contained therein.

**1.04 CONTRACTOR'S PROJECT MANAGEMENT TEAM**

- A. For Construction Manager/General Contractor (CM/GC) construction contracts, the CONTRACTOR shall staff the construction project for its entire duration with the same personnel as proposed in the CM/GC proposal for pre-construction services.
- B. Regardless of delivery method, the CONTRACTOR's Project Management Team shall be capable of performing the following duties, including but not limited to:

1. Maintain the schedule in the progress of Work and resolve construction related issues.
2. Coordinate permitting and construction activities to ensure timely completion of the Work.
3. Maintain a CPM schedule as specified in Section 01 32 00 - Work Schedules and Reports.
4. Coordinate construction activities of suppliers and subcontractors with those of the CONTRACTOR and each other to ensure timely deliveries for installation.
5. Coordinate and effectively manage the construction activities of subcontractors to maintain the Contract schedule and quality requirements.
6. Coordinate necessary inspections with the DEPARTMENT, approved Testing Laboratory, and other agencies as required for the progress of the Work.
7. Participate in Project meetings with the DEPARTMENT and the Architect/Engineering Team to review the progress of the construction, and identify and resolve outstanding construction-related issues.
8. Coordinate the installation, operation and maintenance of temporary utilities required during construction.
9. Prior to submittal of Shop Drawings, Product Data, Samples and other submittals, as specified in Section 01 33 00 -- Submittal Procedures, review for compliance with the Contract Documents and coordination with other work.
  - a. Check field dimensions and clearance dimensions.
  - b. Check relation to available space.
  - c. Check anchor bolt settings.
  - d. Review the effect of changes, if any, on the Work of other subcontracts or by others.
  - e. Check compatibility of equipment and work of the various trades.
  - f. Check motor voltages and control characteristics.
  - g. Coordinate controls and interlocks: Voltages and wiring of electric switches and relays.
  - h. Coordinate wiring and control diagrams.
  - i. Certify compliance with Contract Documents or list differences.
10. Prepare coordination drawings, as specified in Section 01 31 14 - Work Coordination.
  - a. Prepare, as required to ensure coordination of Work of, or affected by mechanical and electrical Work, or to resolve conflicts
  - b. Reproduce and distribute reviewed copies to all concerned parties
11. Observe required testing and maintain a record of tests. Document in the record:
  - a. Testing Laboratory and name of inspector
  - b. Subcontractor
  - c. Manufacturer's representative present
  - d. Date and time of testing
  - e. Type of product or equipment
  - f. Type of test, and test results
  - g. Location of each test
  - h. Retesting required

- i. Other documentation upon request
  - 12. Verify that Subcontractors maintain an accurate and up-to-date set of Contract Documents and record documents.
  - 13. Observe the work for compliance with requirements of the Contract Documents, maintaining a list of observed deficiencies and discrepancies.
  - 14. Equipment Start-up:
    - a. Check to ensure that utilities and specified connections are complete and that equipment is in operable condition.
    - b. Observe testing, adjusting, and balancing.
    - c. Record results, including time and date of start-up.
  - 15. Inspection of Equipment:
    - a. Prior to inspection, check that equipment is clean, repainted as required, tested, and operational.
    - b. Assist inspector; prepare list of items to be completed or corrected.
  - 16. Assemble Project Record Documents from subcontractors and ensure that completed Project Record Documents are submitted to the DEPARTMENT in accordance with Section 01 77 00 - Contract Closeout Procedures, and other requirements of the Contract Documents.
- C. Execute Request for Information (RFI) Procedures.
- 1. Submit RFIs in writing to the DEPARTMENT in a format approved by the DEPARTMENT.
  - 2. The response to the RFI is formally issued to the CONTRACTOR when the DEPARTMENT signs and issues formal direction to the CONTRACTOR.
  - 3. The DEPARTMENT may request it's Architect/Engineers of record to provide recommendations before the DEPARTMENT issues the RFI response to the CONTRACTOR.
- D. Upon request, the CONTRACTOR shall submit all correspondence, including letters, memoranda, meeting minutes, transmittals, Request for Information, technical submittal transmittals, Requests for Change, specified Notices, and any other documentation using forms and format provided by or otherwise approved by the DEPARTMENT.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 31 14  
WORK COORDINATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Work coordination, and coordination with work of other contracts.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 – General Conditions
- B. Section 01 11 13 – Summary of Work
- C. Section 01 31 13 – Job Site Administration
- D. Section 01 72 00 – Utilities Coordination
- E. Section 01 73 29 – Cutting and Patching

**1.03 REQUIREMENTS**

- A. Coordinate work of various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed by DEPARTMENT or under separate contracts.
- B. Verify that characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections that have interdependent responsibilities for installing connection to, and placing such equipment in service.
- C. Coordinate space requirements and installation of electrical, mechanical, and other special work, which are indicated diagrammatically on the Contract Drawings. Follow routing shown for ducts, conduits, pipes etc., as closely as practicable; make runs parallel with lines of buildings and roads. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Conceal ducts, wiring, and pipes in finished areas unless otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.
- E. Whenever the Work of a Subcontractor is dependent upon the Work of other Subcontractors, contractors, or utility company contractors installing utilities under contract with the DEPARTMENT, then the CONTRACTOR shall require the Subcontractor to:
  - 1. Coordinate its Work with the dependent work.
  - 2. Provide dependent data and requirements.
  - 3. Supply and install items to be built into dependent work of others.
  - 4. Make provisions for dependent work of others.
  - 5. Examine dependent drawings, specifications and submittals.

6. Examine previously placed dependent work.
7. Check and verify dependent dimensions of previously placed work.
8. Notify CONTRACTOR of previously placed dependent work or dependent dimensions, which are unsatisfactory or will prevent a satisfactory installation of its Work.
9. Not proceed with its Work until the unsatisfactory dependent conditions have been corrected.
10. CONTRACTOR shall require subcontractors to participate in coordination meetings as required by the DEPARTMENT.

F. Not Used

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**Not Used**

**END OF SECTION**



**SECTION 01 31 19  
PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for various meetings during the construction project.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 11 13 - Summary of Work: Coordination of Work.
- B. Section 01 32 00 – Work Schedules and Reports: Progress Schedules.
- C. Section 01 33 23 - Shop Drawings, Product Data, and Samples.
- D. Section 01 45 00 - Quality Control: CONTRACTOR responsibilities.
- E. Section 01 73 00 – Execution Requirements; Project Record Documents; Operation and Maintenance Data.
- F. Section 01 79 00 – Demonstration and Training

**1.03 PRECONSTRUCTION CONFERENCES**

- A. DEPARTMENT will administer preconstruction conference for execution of Contract and exchange of preliminary submittals. Attendance by all key CONTRACTOR and Subcontractor project personnel is required. The CONTRACTOR shall notify and invite in writing to the pre-construction conference all serving utilities at least 72 hours in advance of the conference.
- B. DEPARTMENT may administer site mobilization conference at Project site for clarification of CONTRACTOR responsibilities in use of site and for review of administrative procedures.
- C. DEPARTMENT will document the meeting and distribute minutes within 48-hours of adjournment. Minutes will be typed, reflecting date, list of attendees and in format to facilitate correction of previous meeting minutes. Distribution will be to all attendees and those affected by discussions or decisions made at meeting.

**1.04 PREINSTALLATION CONFERENCES**

- A. When required in an individual specification section, and as shown in the CONTRACTOR's quality control plan, or as directed by the DEPARTMENT, convene a pre-installation conference prior to commencing Work for a specific item.
- B. Require attendance of entities directly affecting, or affected by, Work of the section.

- C. Review conditions of installation, preparation and installation procedures, and coordination with related Work.
- D. Record significant discussions and agreements and disagreements of each conference, and approved schedule. Distribute record of conference to all attendees within 24-hours of adjournment.

**1.05 WEEKLY PROGRESS MEETINGS**

- A. The CONTRACTOR shall administer Weekly Progress Meetings on a regular day and time, which is mutually convenient to both the DEPARTMENT and the CONTRACTOR. These meetings shall be documented by the CONTRACTOR.
- B. Weekly Progress Meeting shall be attended by all key CONTRACTOR and, as appropriate, Subcontractor project personnel.
- C. The CONTRACTOR shall furnish copies of its current Two Week Look Ahead Schedule, per Section 01 32 00 – Work Schedules and Reports, to all attendees of the meeting. This schedule will be reviewed in detail during the meeting and will be used for the coordination of activities by others.
- D. Weekly Progress Meetings will also be used to review other key aspects of the Work, such as safety, quality, critical items, etc.
- E. Meeting Minutes: The CONTRACTOR shall document the meetings and distribute minutes within 48-hours of adjournment. Minutes shall be typed, reflecting date, attendees, and in format to facilitate correction of previous meeting minutes. Distribution shall be to all attendees and those affected by discussions or decisions made at meeting.

**1.06 SAFETY MEETING**

- A. The CONTRACTOR shall conduct Safety Meetings as required by its project Safety Program.
- B. The CONTRACTOR shall invite the DEPARTMENT to attend Safety Meetings.

**1.07 OTHER MEETINGS**

- A. At various times throughout the duration of the Contract, the CONTRACTOR will be required to attend meetings as requested by the DEPARTMENT. It is anticipated that such meetings will involve coordination with others, project schedule review, problem resolution, change order negotiations, and other topics of mutual importance.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for the preparation, tracking, and review of submittals for the project.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 – General Requirements
- B. Section 00800 – Supplementary Conditions
- C. Section 01 11 13 - Summary of Work: Work sequence
- D. Section 01 12 19 – Subcontractor Certifications
- E. Section 01 29 73 - Schedule of Values: Submittal of Schedule of Values
- F. Section 01 29 76 - Applications for Payment: Submittal of Applications
- G. Section 01 31 13 – Job Site Administration
- H. Section 01 32 00 – Work Schedules and Reports
- I. Section 01 33 23 – Shop Drawings Product Data and Samples.
- J. Section 01 45 00 - Quality Control: Manufacturers' field service reports, Testing laboratory reports
- K. Section 01 45 29 – Testing Laboratory Services
- L. Section 01 60 00 - Material and Equipment: Substitutions
- M. Section 01 71 23 – Field Engineering
- N. Section 01 73 00 – Execution Requirements: Project Record Documents, Warranties and Bonds: Closeout submittals
- O. Section 01 77 00 - Contract Closeout Procedures: Closeout submittals
- P. Section 01 79 00 – Demonstration and Training
- Q. Technical Product Specifications
- R. Commissioning Specifications
- S. Operations and Maintenance Manuals
- T. Equipment Installation Data

**1.03 SCHEDULE OF SUBMITTALS**

- A. Submit preliminary Schedule of Submittals as required by Section 00700 - General Conditions. In addition to shop drawing submissions, include all submittals required by the Contract Documents in the Schedule of Submittals.
- B. Schedule of Submittals will be used by the DEPARTMENT to schedule time in their activities relating to review of submittals. Schedule of Submittals shall portray an orderly sequence of submittals, early submittals for long lead-time items, and submittals which require extensive review.
- C. Schedule of Submittals shall be reviewed by the DEPARTMENT and shall be revised and resubmitted until accepted by the DEPARTMENT.

**1.04 CONTRACTOR REVIEW**

- A. The CONTRACTOR shall prepare and review submittals as required by the provisions of Section 00700 – General Conditions and Section 00800 – Supplementary Conditions.

**1.05 SUBMITTAL REQUIREMENTS**

- A. Number of copies: Submit the number of copies of submittals which the CONTRACTOR requires to be returned to it following review, plus four (4) copies for retention by the DEPARTMENT.
- B. Submit each submittal with a Submittal Summary form as its face document. Use a Submittal Summary form provided by the DEPARTMENT, or a substitute approved by the DEPARTMENT.
- C. Label submittals with a numbering system approved by the DEPARTMENT. Identify the project by title and DEPARTMENT'S project number; identify Work and product by Specification section and Article number.
- D. Submit items required by individual specification sections. Sequence the submission of submittals to correspond with the approved Schedule of Submittals.
- E. Before the submission of each submittal, 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 submittal with other submittals and with the requirements of the Work and the Contract Documents, upon which the CONTRACTOR shall certify in writing on each submittal that it has made this determination. The failure to review and certify a submittal shall be cause for the DEPARTMENT to return the submittal without review.
- F. On the submittal, notify the DEPARTMENT in writing of any deviations from requirements of the Contract Documents.
- G. Organize the submittals into logical groupings to facilitate the processing of related submittals, such as:
  - 1. Finishes which involve DEPARTMENT selection of colors, textures, or patterns.

2. Items required by the individual Technical Product Specification Sections.
  3. Associated items, which require correlation for efficient function or for installation.
- H. Submit all required color and finish samples in order to receive approval for colors and finishes.

#### **1.06 RESUBMITTALS**

- A. Provide the same number of submittals required for the first submission. For example, if 6 are required and 2 are returned marked "rejected" or "revise and resubmit", re-submit 6 copies. The DEPARTMENT will not return any of its copies from the prior submittal for the CONTRACTOR'S use in preparing the re-submittal.
- B. Provide complete copies of re-submittals. Do not re-submit partial copies of submittals for incorporation into the DEPARTMENT'S retained submittals from the prior submission.
- C. If drawings, product submittals, samples, mockups, or other required submittals are incomplete or not properly submitted, the DEPARTMENT will not review the submittal and will return it to the CONTRACTOR. The DEPARTMENT will review a submittal no more than 2 times without additional charge to the CONTRACTOR (incomplete or improperly submitted submittals count as one). The CONTRACTOR shall pay all review costs associated with more than 2 reviews.

#### **1.07 DEPARTMENT REVIEW**

- A. The DEPARTMENT will review submittals and re-submittals, and return submittal comments within 30 calendar days of receipt.
- B. The DEPARTMENT or authorized agent will receive, review and return submittals to the CONTRACTOR with one of the following dispositions noted:

"No Exceptions Taken" – denotes that the submittal is generally consistent with the requirements of the Contract Documents. A resubmittal is not required.

"Make Corrections Noted" – denotes that the submittal is generally consistent with the requirements of the Contract Documents but only as conditioned by notes and corrections made on the submittal. A resubmittal is not required provided the CONTRACTOR understands the review comments and desires no further clarification.

"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. The DEPARTMENT will indicate on the returned submittal what revisions are necessary. A resubmittal is required.

"Rejected" – denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work. The DEPARTMENT will indicate on the returned submittal the reasons for its rejection. A resubmittal is required

- A. Review by the DEPARTMENT of submittals 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 submittals shall not relieve the CONTRACTOR of the responsibility for compliance with the requirements of the Contract Documents or for errors, dimensions, and quantities unless specific exception is requested and approved on the submittal.

- B. The DEPARTMENT's review shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

**1.08 DISTRIBUTION**

- A. The CONTRACTOR shall be responsible for making and distributing any reproductions of approved submittals that it may require for its use.
- B. The CONTRACTOR shall perform work in accordance with approved submittals.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 33 23**

**SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

**PART 1 - GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Section 00700 - General Conditions
- B. Section 01 11 13 - Summary of Work
- C. Section 01 31 19 – Project Meetings
- D. Section 01 33 00 - Submittals: Schedules for submittals and submittal requirements
- E. Section 01 45 00 - Quality Control: Mockups and samples for testing
- F. Section 01 60 00 - Material and Equipment
- G. Section 01 73 00 - Execution Requirements
- H. Section 01 78 39 – Project Record Documents
- I. Technical Specifications: Identification of submittal requirements

**1.02 SHOP DRAWINGS**

- A. Present in a clear and thorough manner. Label each Shop Drawing with DEPARTMENT's Project name, Project number and date of submittal. Identify each element of the Shop Drawings by reference to specification section, sheet number and detail, schedule, or room number of Contract Documents.
- B. The data shown on the Shop Drawings shall be complete with respect to specified performance and design criteria, materials and similar data to show the DEPARTMENT materials and equipment the CONTRACTOR proposes to provide.
- C. Identify dimensions; show relation to adjacent or critical features or Work or products.
- D. Designation of work "by others," if shown in submittals, shall mean that work will be responsibility of CONTRACTOR rather than subcontractor or supplier who has prepared submittals.
- E. Minimum Sheet Size: 11"x17".

**1.03 PRODUCT DATA**

- A. 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.

- B. 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. Submit manufacturer's instructions for storage, preparation, assembly, installation, start up, adjusting, balancing, and finishing.

**1.04 SAMPLES**

- A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures and patterns, for DEPARTMENT selection as specified in technical product sections.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Approved samples, which may be used in the Work, are indicated in the Specification section.
- D. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which they are intended and otherwise as the DEPARTMENT may require, to enable the DEPARTMENT to review the submittal.
- E. Label each sample with identification required for transmittal letter.
- F. Provide field sample mockup 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.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**



**SECTION 01 41 00  
SPECIAL REGULATORY REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Compliance with Governmental Regulatory Permit requirements and conditions.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 - General Conditions

**1.03 SPECIAL REGULATORY REQUIREMENTS**

- A. The CONTRACTOR shall comply with all the requirements enumerated in the Contract Documents. In addition, the CONTRACTOR shall comply with the following codes and permits, as amended by the Authority Having Jurisdiction.
  - 1. Current Edition of the International Building Code
  - 2. Current Edition of the International Fire Code
  - 3. Current edition of Uniform Plumbing Code
  - 4. Current edition of International Mechanical Code
  - 5. Current edition of NFPA 70 National Electric Code
  - 6. Current Edition of Americans with Disability Act Guidelines
  - 7. Current edition of Occupational safety and Health Administration standards
  - 8. NFPA 101 – Life Safety Code
  - 9. ASCE 7-05
  - 10. Required Permits of the Authority Having Jurisdiction
  - 11. Environmental Protection Agency (EPA), Section 402/40 CFR 125, National Pollutant Discharge Elimination System (NPDES) Nationwide Permit Compliance, with compliance with all permit requirements; Storm Water Pollution Prevention (SWPP) Plan, Notice of Intent (NOI), and Notice of Termination (NOT)
  - 12. Not Used

**PART 2 – PRODUCTS** **NOT USED**

**PART 3 – EXECUTION** **NOT USED**

**END OF SECTION**

**SECTION 01 42 19  
REFERENCE STANDARDS**

**PART 1 - GENERAL**

**1.01 RELATED SECTIONS**

- A. Section 00700 - General Conditions

**1.02 QUALITY ASSURANCE**

- A. For Products or workmanship specified by association, trade, or other technical standards: comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of bid advertisement, unless otherwise stated in the Contract Documents.
- C. Provide copies of standards through the submittal process when required by the Contract Documents. Maintain a copy of each reference standard on site during construction.
- D. Should specified reference standards conflict with Contract Documents, request clarification from the DEPARTMENT before proceeding. Local code requirements, where more stringent than referenced standards, shall govern.
- E. Neither the contractual relationship, duties, and responsibilities of the parties to the Contract, nor those of the Architect/Engineer, shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 45 00  
QUALITY CONTROL**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Quality Control program requirements
- B. Manufacturer field services requirements
- C. Testing laboratory requirements
- D. Record keeping for quality control
- E. Quality surveillance by DEPARTMENT

**1.02 RELATED SECTIONS**

- A. Section 00700 - General Conditions
- B. Section 01 29 76 – Application for Payment
- C. Section 01 31 19 – Project Meetings
- D. Section 01 33 00 – Submittal Schedule, Submittal Procedures
- E. Section 01 33 23 – Shop Drawings, Product Data, and Samples
- F. Section 01 42 19 – Reference Standards
- G. Section 01 45 23 – Departmental Inspection Service
- H. Section 01 45 29 – Testing Laboratory Services
- I. Section 01 60 00 – Material and Equipment
- J. Section 01 77 00 – Contract Closeout
- K. Individual Specification Sections: Quality Control

**1.03 REFERENCES**

- A. Comply with Section 01 42 19 – Reference Standards and the individual technical product specification sections.

**1.04 DESCRIPTION**

- A. The CONTRACTOR shall provide and maintain an effective Quality Control Program related to testing and inspection. The CONTRACTOR shall perform Quality Control Testing

as specified and shall provide copies of all results to the DEPARTMENT for use in observing contract compliance.

- B. The CONTRACTOR's Quality Control Program shall include, but is not limited to: administration, management, supervision, reports, record-keeping, submittals, services of independent testing agencies and labs, and other related services.
- C. Quality Control is the sole responsibility of the CONTRACTOR.
- D. The CONTRACTOR's Quality Control program does not include I.B.C. required special inspection performed by the DEPARTMENT as described in Section 01 45 23 – Departmental Inspection Service.
- E. Quality Control services are required to verify compliance with requirements specified or indicated and do not relieve the CONTRACTOR of responsibility for compliance with the Contract Documents.
- F. Specific Quality Control requirements for individual construction fabrication and procurement activities are included in the Technical Product Specifications. General Quality Control requirements entail ensuring that all aspects of the Work conform to the technical requirements of the Contract Documents.
- G. The CONTRACTOR's Quality Control Program described herein is not intended to limit the CONTRACTOR's Quality Control activities, which may be necessary to achieve compliance with the Contract Documents.
- H. The CONTRACTOR shall have a full-time Quality Control Manager whose sole responsibility is to ensure compliance with Contract Documents and manage the CONTRACTOR Quality Control Program, except that the Quality Control Manager may also serve as the site safety officer.

#### **1.05 JOB CONDITIONS**

- A. Where Specifications require work to be field-tested or approved, it shall be tested in the presence of the DEPARTMENT after timely notice of its readiness for inspection and testing, and the work after testing shall be concealed only upon approval of DEPARTMENT.
- B. The DEPARTMENT shall have the right to witness all off site tests. The CONTRACTOR shall notify the DEPARTMENT at least seven (7) calendar days prior to testing.
- C. The results of tests are for use by the DEPARTMENT to evaluate the acceptability of materials with respect to specified testing requirements. Regardless of the test results, CONTRACTOR is solely responsible for quality of workmanship and materials and for compliance with requirements of Contract Documents.
- D. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. Verify applicability and follow all manufacturers' recommendations and instructions for assembly, installation and testing of materials and equipment. In any case where the CONTRACTOR believes that such

recommendations or instructions are not applicable, the CONTRACTOR shall so notify the DEPARTMENT and state the reasons for the CONTRACTOR's determination. The CONTRACTOR shall then follow the DEPARTMENT's written direction on whether to follow manufacturer's recommendations and instructions.

- E. Upon failure of materials and equipment, which have been tested or inspected, previous acceptance may be withdrawn and material may be subject to removal and replacement with material meeting Specification requirements, at no cost to the DEPARTMENT.

#### **1.06 MANUFACTURER'S FIELD SERVICES**

- A. Required when technical specifications require the manufacturer or supplier to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, and to start, test, and adjust equipment as applicable.
- B. Submit to the DEPARTMENT the manufacturer representative's written reports containing observations and recommendations. Provide three (3) copies and a digital version.

#### **1.07 TESTING LABORATORY DUTIES**

- A. Testing laboratories retained by the CONTRACTOR shall comply with the requirements of Section 01 45 29 – Testing Laboratory Services.

### **PART 2 – PRODUCTS**

**Not Used**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. The CONTRACTOR shall provide full and complete documentation of Quality Control procedures and activities in a Quality Control Program and Plan.

#### **3.02 QUALITY CONTROL**

- A. The CONTRACTOR shall establish a Quality Control Program (Program) which shall establish an independent organization and a methodology to perform the CONTRACTOR's inspection and tests of all items including that of its subcontractors. The Program shall ensure conformance to applicable technical specifications and drawings with respect to the materials, codes, workmanship, storage, installation, construction, finishes, functional performance, and identification. The Program shall be established for all construction work performed under this Contract, including assigned subcontract work. The Program shall specifically include surveillance and tests required in the technical specifications.
- B. The CONTRACTOR shall coordinate all work requiring special inspection with the DEPARTMENT to ensure full access by the DEPARTMENT's Special Inspectors and Quality Assurance testing personnel to work, work performance, and testing preparation, operations and results.
- C. CONTRACTOR shall describe the Program in a detailed Quality Control Plan that must be approved by the DEPARTMENT prior to the start of any construction or offsite fabrication.

- D. The Program shall include, as a minimum, the following components for all definable features of work:
1. Preparatory Inspection Meeting: CONTRACTOR shall schedule and attend a preparatory meeting to review testing procedures a minimum of a week prior to beginning work on any element of Work which has been identified in the Contract Documents to require testing and inspection by the CONTRACTOR testing and inspection by the DEPARTMENT, or code-required inspections. Subsequent meetings shall be conducted as necessary to ensure continued accuracy of testing procedures.
  2. Document Control: CONTRACTOR's Program to include procedure for ensuring that all Work is performed in accordance with the following:
    - a. Conformed sets of Contract Drawings and Specifications
    - b. Contract Change Order documents
    - c. Approved Submittals, most current revision
    - d. Applicable Requests for Information (RFI's)
    - e. Manufacturer's Instruction.
  3. In Progress Inspection: CONTRACTOR shall perform in-progress inspections as work progresses on the Work which shall include, but not be limited to:
    - a. Examination of the quality of workmanship with respect to Contract Drawings, Technical Specifications and Approved Submittals.
    - b. Review of control testing for compliance with Contract requirements.
    - c. Inspection for use of defective or damaged materials, omissions and dimensional requirements.
    - d. Review of timeliness and scheduling requirements for all tests, retests and eventual approvals.
    - e. CONTRACTOR Deficiency Reports and punch lists as appropriate to the level of completion of the work.
  4. Non-Conformance Procedure: CONTRACTOR's program shall include procedure for identifying, documenting, tracking, and resolving items in the Work which do not comply with Contract Documents, Specifications, Approved Submittals, or Manufacturer's Instructions. If a quality control test indicates that the tested material does not conform to the requirements of the contract documents, the CONTRACTOR shall eventually take supplemental tests at the same location from which the non-conforming result was obtained, to document conformance and acceptability for payment. Otherwise, the DEPARTMENT reserves the right to reject materials for which final Quality Control tests indicate non-conformance with the contract documents.
  5. Code Required Inspection: CONTRACTOR shall coordinate and make timely requests for inspections, tests and other activities required by codes and regulations as specified, which are to be provided by others. This requirement includes coordinating with and providing access to the Authority Having Jurisdiction. (AHJ)

### **3.03 RECORD KEEPING**

- A. The CONTRACTOR shall maintain current Quality Control records, on forms acceptable to the DEPARTMENT, of all inspections and tests performed. The records shall include factual evidence that the required inspections or tests have been performed, including, but not limited to, the following information for each such test and inspection: specification reference, date, type and number of inspections or test involved; results of the inspections, tests or retests; the nature of defect, causes for rejection, proposed remedial action, corrective action(s) taken, and similar information related to any reinspection.
- B. The CONTRACTOR shall maintain and submit to the DEPARTMENT the following Quality Control records and reports:
  - 1. Daily Reports: The CONTRACTOR shall maintain a daily log of all inspections performed for both CONTRACTOR and subcontractor operations. The Daily Log shall include compliance with shop submittals, identification by specification section and schedule activity of inspections, tests, and retests conducted, results of inspections and tests, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. One copy of Daily Reports shall be submitted to the DEPARTMENT by 12:00 noon of the next business day.
  - 2. Immediate Notification of Deficiencies: CONTRACTOR shall provide immediate notification to the DEPARTMENT whenever a failed nonconforming test or inspection occurs. This immediate notification shall be followed up with the required written reports.
  - 3. Nonconformance Report: CONTRACTOR shall submit three copies of a weekly Nonconformance Report to the DEPARTMENT identifying all substandard inspections and tests taken during the week including identification by specification section and schedule activity of the inspection or test, location and nature of defects, causes for rejection and remedial actions taken or proposed. The Nonconformance Report shall also identify corrective actions taken or proposed for any open items on prior Nonconformance Reports including a scheduled date for resolution of each item. The Nonconformance Report shall be submitted and discussed in each Weekly Progress Meeting.
  - 4. Inspection Control Log: CONTRACTOR shall maintain an inspection control log chronologically recording each inspection and test performed by the CONTRACTOR, including the nature of the inspection, test or retest, the date performed, the results, causes for rejection, remedial action or corrective action taken and dates of subsequent inspections and retests, and final acceptance. The CONTRACTOR shall submit three (3) copies plus an electronic copy of the updated Inspection Control Log weekly to the DEPARTMENT; the Log will be discussed in each Weekly Progress Meeting.
  - 5. Testing Laboratory Data: Maintain and submit to DEPARTMENT in accordance with Section 01 45 29.

### **3.04 ORGANIZATION**

- A. The Program shall be implemented by the establishment of a Quality Control Organization which shall as a minimum, consist of the following: Quality Control personnel shall be dedicated to Quality Control duties only, and independent of the production and commercial aspects of the CONTRACTOR's full organization.

1. Quality Control Manager: The Quality Control Manager shall have the following qualifications: Minimum of 5 years experience in a supervisory Quality Control position whose sole responsibility is to ensure compliance with the Contract Documents. This person shall be employed on this Project only, shall be physically on the Project site during performance of all Contract Work, and shall be in charge of the CONTRACTOR's Quality Control Organization. The Quality Control Manager shall report directly to the responsible corporate officer of the firm.
  2. Quality Control Inspectors: The Quality Control Inspectors shall report directly to the Quality Control Manager. Quality Control Inspectors shall be provided as required to meet requirements of the Contract Documents for CONTRACTOR testing and inspection and as needed to verify that all aspects of the Work comply with the technical requirements of the Contract. Inspectors shall have minimum 5 years experience inspecting the type of work being inspected. Submit qualifications as part of the Quality Control Plan.
  3. Independent Testing and Inspection Laboratories: Provide and pay for an industry-recognized, independent laboratory or laboratories to perform all Quality Control tests and/or inspections as may be indicated by the nature of the construction or as specifically required under the terms of the Contract.
  4. Electrical and Mechanical Testing: If specified elsewhere, provide and pay for an independent testing firm (or firms) performing electrical and mechanical testing. The testing firm shall be a corporately and financially independent testing organization that can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems evaluated by the testing firm. Follow Technical Product Specifications Quality Control requirements and testing responsibilities.
  5. Manufacturers' Representative: Provide review and inspection by qualified technical non-sales manufacturers' representatives for specific work as appropriate, or as directed by the DEPARTMENT including but not limited to, roofing, waterproofing, skylights, window wall and building system, and fireproofing.
- B. Staffing Levels: Provide sufficient qualified personnel to monitor the work quality at all times. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity.
1. In cases where multiple trades, disciplines or subcontractors are on site at the same time, each activity shall be inspected and tested by personnel skilled in that portion of the work.
  2. In cases where multiple shifts are employed, the Quality Control staff shall be increased as required to monitor the work on each shift.

### **3.05 QUALITY CONTROL PLAN**

- A. Provide a Quality Control Plan to the DEPARTMENT as soon as practicable, and in no event later than 15 days after Notice to Proceed. Plan shall be updated as required by "Detailed Quality Control Procedures" below, and approved by the DEPARTMENT prior to construction.
- B. Quality Control Plan Contents: Include the personnel, procedures, instructions and documents to be used.



1. Organization: A description of the CONTRACTOR's Quality Control Organization, including:
  - a. An organization chart showing lines of authority and relationship of the quality control organization to other CONTRACTOR management and project personnel.
  - b. Names and resumes of work experience and qualifications of personnel in the quality control organization.
  - c. Area of responsibility and authority of each individual in the quality control organization.
2. Inspection:
  - a. Methods of performing quality control inspections including those for each subcontractor's work.
  - b. Detailed lists of inspection activities for each specification section. See "Detailed Quality Control Procedures" below.
3. Testing:
  - a. Description of how testing will be performed including identification and qualifications of the industry recognized testing laboratory or laboratories proposed for the work.
  - b. Identify the testing methods, frequency, and number to be taken of each type of material requiring Quality Control testing. To facilitate the development of a testing plan, the DEPARTMENT will provide a tabular schedule of minimum testing requirements, to be derived from the requirements contained in the contract documents. The CONTRACTOR shall be responsible for taking the tests summarized in the schedule, in conjunction with any other tests that may be required in the contract documents.
4. Documentation: Method of documenting Quality Control operation, inspection and testing.
5. Administration: Methods of administering Quality Control operations document control, non-conformance procedure, inspection and testing.
6. Letter of Authority: A copy of a letter of direction to the CONTRACTOR's Quality Control Manager responsible for quality control outlining that person's duties and responsibilities and signed by responsible officer of the firm. This letter shall include the authority to halt construction and direct removal and replacement of work not in compliance with the Contract.
7. Forms: Sample copies of all forms and reports to be used, a flow chart describing their distribution, and identification of those documents to be retained by the CONTRACTOR.
8. Subcontractor's Quality Control: The CONTRACTOR shall include, as part of its Quality Control Plan, specific methods of performing quality control inspections of onsite and offsite subcontractors.
9. Detailed Quality Control Procedures: Detailed descriptions of quality control activities for work under each section of the specifications. Include list of all tests, inspection and frequencies, personnel, and instruction prior to starting such work. The

procedures shall be updated each month incorporating any changes. Changes shall be submitted at least one month prior to Work effected by any change.

C. Quality Control Plan Approval

1. Before the CONTRACTOR's Quality Control Plan is officially submitted, the CONTRACTOR shall meet with the DEPARTMENT and discuss the CONTRACTOR's Quality Control Plan. The CONTRACTOR and the DEPARTMENT shall jointly develop a mutual understanding of the details of the plan, including the forms to be used for recording the quality control operations, inspections, administration of the plan for both onsite and offsite work, and the interrelationship of CONTRACTOR and DEPARTMENT inspection. The CONTRACTOR shall prepare minutes of the meeting, which shall be incorporated in the CONTRACTOR's Quality Control Plan, which shall then be officially submitted for approval.
2. If the DEPARTMENT determines that the Quality Control Plan, personnel, inspections, tests, or records are not adequate, corrective actions shall be taken as directed prior to payment of the next monthly CONTRACTOR's Progress Report.
3. Notify the DEPARTMENT in writing of any proposed change to the CONTRACTOR's Quality Control Plan; no such change shall be implemented prior to approval in writing by the DEPARTMENT.

D. Quality Control Plan Implementation: Implementation of the Quality Control Plan is the responsibility of the CONTRACTOR. This implementation will be monitored by the DEPARTMENT and deficiencies therein will be corrected at the sole expense of the CONTRACTOR.

**3.06 QUALITY SURVEILLANCE BY THE DEPARTMENT**

A. All items of materials and equipment shall be subject to surveillance testing and inspection by the DEPARTMENT at the point of production, manufacture or shipment to determine if the producer, manufacturer or shipper maintains an adequate inspection system which insures conformance to the applicable specifications and drawings with respect to materials, workmanship, construction, finish, functional performance and identification. In addition, all items or materials, equipment and work in place shall be subject to surveillance testing and inspection by the DEPARTMENT at the site for the same purposes. Surveillance by the DEPARTMENT does not relieve the CONTRACTOR of performing Quality Control inspections and testing of either onsite or offsite CONTRACTOR's or subcontractor's workplace or manufacturing assembly plant.

**END OF SECTION**

**SECTION 01 45 23**  
**DEPARTMENTAL INSPECTION SERVICES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Testing and inspection services provided by the DEPARTMENT.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 - General Conditions
- B. Section 00700 - General Conditions: Article 13, Substantial Completion, Final Inspection.
- C. Section 01 45 00 - Quality Control
- D. Section 01 45 29 - Testing Laboratory Services
- E. Section 01 73 00 - Execution Requirements
- F. Individual Specifications Sections: Inspections and tests required, and standards for testing.

**1.03 REFERENCES**

- A. International Building Code
- B. Special Inspection Program as approved by Authority Having Jurisdiction (AHJ)

**1.04 DESCRIPTION**

- A. In accordance with the International Building Code, the DEPARTMENT will provide Special Inspection Services. These services are in addition to those inspection and testing services provided by the CONTRACTOR under Section 01 45 00 – Quality Control and Section 01 45 29 – Testing Laboratory Services and AHJ permit inspections.
- B. The CONTRACTOR is responsible for requesting Special Inspection Services from the DEPARTMENT for the following work activities:
  - 1. Soil compaction: Special Inspector to monitor the soils compaction process and review soils compaction testing data provided by the CONTRACTOR.
  - 2. Asphalt: Special Inspector to monitor placement of asphalt and review asphalt testing data provided by the CONTRACTOR.
  - 3. Concrete and concrete reinforcement: Special Inspector to monitor placement of concrete reinforcing steel, review concrete sampling and testing data provided by the CONTRACTOR, perform other related inspections as required by the IBC.
  - 4. Concrete post-tensioned assemblies: Special Inspector to monitor placement of post tension assemblies and review post tensioning test data as provided by the CONTRACTOR (strand sampling, jacking and elongation records).
  - 5. Structural steel field bolting and welding: Special Inspector to monitor placement of post installed anchors and bolts and provide high strength bolt tension testing. The Special Inspector will monitor erection of structural assemblies and provide weld testing.

6. Pile and pier foundations: The special inspector will provide inspections during installation and testing, as set forth in the IBC.
7. Masonry and masonry reinforcement: The special inspector will inspect masonry reinforcement, masonry and grouting procedures.
8. Wind requirements: The special inspector will inspect for wind requirements as required for cold-formed steel light-frame construction, wood construction, roof and wall cladding.
9. Seismic resistance: Special inspections will be performed for seismic resistance elements as required by the IBC.
10. Sprayed fire resistive materials, mastic and intumescent fire-resistant coatings: The special inspector will inspect these materials applied to structural elements and decks, in accordance with the IBC.
11. Exterior insulation and finish systems (EIFS): Require inspection as set forth by the IBC.
12. Smoke control systems: Require inspection and testing as set forth by the IBC.
13. Other special inspections and activities required by the IBC and Authority Having Jurisdiction (AHJ)

**1.05 REQUEST AND PAYMENT**

- A. The CONTRACTOR shall request services provided by the DEPARTMENT to perform specified inspection and testing.
- B. Inspection by the DEPARTMENT or its agents shall in no way relieve CONTRACTOR of obligation to perform Work in accordance with requirements of Contract Documents

**1.06 CONTRACTOR SUBMITTALS**

- A. The CONTRACTOR shall coordinate with the DEPARTMENT to provide adequate advance notice to enable the DEPARTMENT'S special inspector(s) to be present when necessary.
- B. A Materials Placement Schedule shall also be submitted each Thursday for the work scheduled for the following week, if requested by the DEPARTMENT. This schedule shall include the date and time each material, required to have materials testing or inspection, is scheduled for placement or observation. A schedule of material deliveries to the site of materials stored for incorporation into work items, which require Special Inspection, may also be required upon notification from the Department.
- C. The CONTRACTOR shall provide a minimum of 8 hours written notification counting only working hours and working days of a change in the Special Inspection schedule of time and/or date. Submit written notification, which provides the Project name and location, CONTRACTOR's name, and phone number, inspection cancelled, time changed or added, and reason for the change. Failure to provide this notification will result in a reduction of the Contract value for extra costs incurred by the DEPARTMENT.
- D. A CONTRACTOR request for re inspection of previous Work shall include the DEPARTMENT's prior report, listing of deficiencies, and remedies provided since prior inspection.

**1.07 DEPARTMENT RESPONSIBILITIES**

- A. Review schedules and request for inspections as submitted by CONTRACTOR for timeliness and conformance.

- B. Provide qualified personnel at site after due notice; cooperate with CONTRACTOR in performance of services.
- C. Perform specified inspection, inventorying, and testing of products in accordance with specified standards.
- D. Promptly notify CONTRACTOR of observed irregularities or non-conformance of Work or products.
- E. Perform additional inspections and re-tests required by the Contract Documents.
- F. When applicable provide to the CONTRACTOR a written description of the DEPARTMENT's costs attributed to the inspection.

**1.08 DEPARTMENT REPORTS**

- A. After each inspection or test, the DEPARTMENT will promptly submit one copy of inspection report to the CONTRACTOR. The report will include: date issued, project title, DEPARTMENT project number, name of inspector(s), date and time of inspection, identification of product and Specifications section, location in the Project, type of inspection or test, results of inspection or tests, and conformance with Contract Documents. When requested in writing by the CONTRACTOR, the DEPARTMENT will interpret the results.

**1.09 LIMITS ON AUTHORITY RESULTING FROM INSPECTIONS**

- A. The DEPARTMENT may not release, revoke, alter, or enlarge on requirements of the Contract Documents through the issuance of an inspection report.
- B. The DEPARTMENT may not approve or accept any portion of the Work through the issuance of an inspection report.
- C. The DEPARTMENT may not assume any duties of the CONTRACTOR through the issuance of an inspection report.
- D. The DEPARTMENT inspection report shall not constitute a stop work order.

**1.10 CONTRACTOR RESPONSIBILITIES**

- A. Pre-construction Inspection Meeting. The CONTRACTOR shall arrange a meeting of all parties involved with Special Inspection, Inspection, and testing to be conducted by the Authority Having Jurisdiction (AHJ), to review all inspection requirements, particularly those involving Special Inspection.
- B. Special Inspection Notification: The CONTRACTOR shall notify the DEPARTMENT 72 hours in advance of each required special inspection. The CONTRACTOR is responsible for notifying the DEPARTMENT in a timely manner regarding individual inspections for items listed in the Specifications and as noted in the Special Inspection Program approved by the AHJ. Adequate notice shall also be provided so that the Special Inspector has time to become familiar with the project.
- C. Inspector access to approved plans: The CONTRACTOR shall be responsible for providing the Special Inspector access to or copies of approved plans at the job site.
- D. Availability of Test Reports: The CONTRACTOR shall make copies of all test reports that are pertinent to the responsibilities of the Special Inspector available to that individual.

- E. Access to Areas of Work: The CONTRACTOR shall provide adequate, safe means for the Special Inspector to access the areas to be inspected.
- F. Retention of Special Inspection Records.: The CONTRACTOR shall be responsible for retaining at the job site copies of all special Inspection records submitted by the Special Inspector and copies of test reports, material ticket, etc. These records shall be available for review by the AHJ upon request.
- G. Cooperate with DEPARTMENT personnel, and provide access to work and to manufacturer's facilities.
- H. Provide incidental labor and facilities to provide safe access to work to be inspected, to obtain and furnish incidental supplies at the site or at source of products to be inspected, to facilitate tests and inspections, and for storage and curing of test samples when appropriate.
- I. Notify the DEPARTMENT as required above in CONTRACTOR Submittals for operations requiring inspection, special inspection and testing services.
- J. Pay costs of DEPARTMENT furnished services for all re-inspections as required by Contract Documents.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 45 29**  
**TESTING LABORATORY SERVICES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. CONTRACTOR'S requirements for quality control inspections and testing.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 General Conditions: Inspections, testing, and approvals required by public authorities
- B. Section 01 33 00- Submittal Procedure
- C. Section 01 45 00 Quality Control
- D. Section 01 45 23 – Departmental Inspection Service.
- E. Section 01 73 00 – Execution Requirements
- F. Individual Specification Sections: Inspections and tests required, and standards for testing

**1.03 REFERENCES**

- A. ANSI/ASTM E329 – Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction.

**1.04 SELECTION AND PAYMENT**

- A. The CONTRACTOR shall employ and pay for the services of an independent, industry-recognized testing laboratory or laboratories to perform specified inspection and testing. The laboratory shall be corporately and financially independent of the CONTRACTOR's organization, as well as of any organization which is associated with performing the Work, such that it can offer an unbiased professional appraisal of compliance with the technical requirements of the Contract. The qualifications of the proposed testing laboratory and personnel shall be submitted to the DEPARTMENT for review and approval, 30 days prior to any inspection or testing by the laboratory.
- B. Employment of testing laboratory shall in no way relieve the CONTRACTOR of obligation to perform Work in accordance with requirements of the Contract Documents.

**1.05 QUALITY ASSURANCE**

- A. Comply with requirements of ANSI/ASTM E329.
- B. The testing laboratory shall maintain an Alaska registered Engineer on staff to review services.
- C. The laboratory shall be authorized to operate in State in which testing is performed.

- D. Testing equipment shall be calibrated at reasonable intervals with devices of having an accuracy traceable to either NBS Standards or accepted values of natural physical constants.

**1.06 CONTRACTOR SUBMITTALS**

- A. Prior to the start of Work, submit testing laboratory name, address, and telephone number, and names of registered Engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

**1.07 LABORATORY RESPONSIBILITIES**

- A. Test samples of materials and mixes submitted by CONTRACTOR.
- B. Provide qualified personnel at site after due notice; cooperate with the DEPARTMENT and the CONTRACTOR for the performance of services.
- C. Perform specified inspection, sampling, and testing of products and installations in accordance with specified standards. When requested, perform these services at locations designated by the DEPARTMENT.
- D. Ascertain compliance of materials and mixes with requirements of the Contract Documents.
- E. Promptly notify the DEPARTMENT and the CONTRACTOR of observed irregularities or non-conforming Work or products.
- F. Perform additional inspections and tests required by the DEPARTMENT.
- G. Attend pre-construction conferences and progress meetings.

**1.08 LABORATORY REPORTS**

- A. Inspection reports shall be transmitted in duplicate each day to the DEPARTMENT and the Engineer of Record.
- B. Reports for tests conducted shall be submitted to the DEPARTMENT immediately after the results are determined and no later than when the testing agency leaves the site for the day.
- C. Within 24 hours of the completion of each inspection and test, submit ONE copy of the laboratory report directly to the DEPARTMENT in addition to copies required by the CONTRACTOR. Include: date issued, project title and DEPARTMENT project number, name of inspector, date and time of sampling or inspection, identification of product and specifications section, location in the Project, type of inspection or test, date of test, results of tests, and conformance with Contract Documents. When requested by the DEPARTMENT, provide written interpretations of test results.

**1.09 LIMITS ON TESTING LABORATORY AUTHORITY**

- A. The testing laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. The laboratory may not approve or accept any portion of the Work.



- C. The laboratory may not assume any duties specified to be performed directly by the CONTRACTOR.
- D. The laboratory has no authority to stop Work.

**1.10 CONTRACTOR RESPONSIBILITIES**

- A. Deliver to the testing laboratory, at a designated location, adequate samples of materials proposed to be used which require testing, together with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide safe access to Work.
- C. Provide incidental labor and facilities to provide safe access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. Notify the DEPARTMENT and the CONTRACTOR's laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
- E. Provide the DEPARTMENT 4 hours written notification of change in date and/or time of inspection and/or testing services.
- F. Pay costs of testing laboratory services for all tests.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 51 00  
CONSTRUCTION FACILITIES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for furnishing and maintaining construction facilities during the project.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 11 13 – Summary of Work
- B. Section 01 29 76 – Application for Payment
- C. Section 01 52 13 – Field Offices and Sheds
- D. Section 01 71 13 – Mobilization and Demobilization
- E. Section 01 71 23 – Field Engineering
- F. Section 01 73 00 – Execution Requirements

**1.03 TEMPORARY ELECTRICITY**

- A. Unless specified elsewhere, the CONTRACTOR shall make its own provisions for temporary electrical service.
- B. Provide lighting for construction operations.
- C. Not Used

**1.04 TEMPORARY HEAT**

- A. Provide and pay for heat devices, insulated enclosure, tenting, and heat as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity.
- B. Heating with resistance electric heat shall not be allowed.

**1.05 TEMPORARY VENTILATION**

- A. Provide and pay for ventilation of enclosed areas to cure materials, to disperse humidity, to prevent accumulations of dust, fumes, vapors, or gases, and to maintain a safe work environment.

**1.06 TEMPORARY WATER SERVICE**

- A. Unless specified elsewhere, the CONTRACTOR shall make its own provisions for temporary water service.
- B. Not Used

**1.07 TEMPORARY SANITARY FACILITIES**

- A. Unless specified elsewhere, provide and maintain required facilities and enclosures. Use of existing toilet facilities by CONTRACTOR is prohibited.
- B. Not Used

**1.08 TEMPORARY TELEPHONE SERVICE**

- A. Unless specified elsewhere, provide, maintain and pay for telephone service to the CONTRACTOR field offices.
- B. Not Used

**1.09 BARRIERS**

- A. Provide as required to prevent entry to construction areas and to protect adjacent properties from damage from construction operations
- B. Maintain lights of such size and location each night between the hours of sunset and sunrise upon all obstructions resulting from work which may endanger or obstruct vehicle traffic, and be responsible for all damages to persons and property resulting from failure to maintain lights. Designate personnel to replace or relight markers or barricades and provide the DEPARTMENT with their names and telephone numbers for use in summoning them as necessary.
- C. Not Used

**1.10 FREEZE PROTECTION**

- A. Provide freeze protection for all water service piping, valves, and other components.
- B. Prior to submitting the first application for payment, the CONTRACTOR shall submit a Freeze Protection Plan. The plan shall describe when freeze protection will be implemented during construction, and the methods to be used.
- C. Permanent building heating equipment furnished and installed as part of this Contract shall not be used for the purpose of freeze protection during construction. When the permanent building heating equipment is started up and commissioned as scheduled for service for building occupancy, the CONTRACTOR is allowed to realize the incidental benefit of freeze protection. Reference applicable Division 15 Sections for permanent heating equipment and system requirements.
- D. Freeze Protection shall be maintained in place throughout the season when freezing temperatures may exist and affect the work.
- E. The CONTRACTOR shall remove all freeze protection materials and equipment when no longer required unless it is required to remain in place by other provisions of this Contract.
- F. All costs for freeze protection shall be incidental to the CONTRACTOR's contract price.
- G. Not Used

**1.11 ENCLOSURES**

- A. Not used

**1.12 CONSTRUCTION FENCES**

- A. Not Used.

**1.13 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Not Used

**1.14 SECURITY**

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

**1.15 REMOVAL OF UTILITIES AND FACILITIES**

- A. Remove CONSTRUCTION FACILITIES, equipment (including temporary boiler stack), facilities, and materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 3 feet below finish grades. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore permanent facilities used during construction to specified condition.

**1.16 SHORING AND BRACING**

- A. The CONTRACTOR is responsible for designing and providing shoring and bracing permit required to accomplish the work. This includes shoring adjacent facilities, shoring for excavation work, and shoring and bracing for installation of concrete, masonry, and steel.
- B. The CONTRACTOR's shoring and bracing for protecting existing facilities, for stabilizing excavations, for supporting elevated slabs, and for resisting loads that could result in damage to existing construction or injury to workers, shall be designed by an Alaska registered civil engineer.
- C. Provide a sealed and signed copy of shoring and bracing calculations and drawings to the DEPARTMENT for informational purposes only. The submission of calculations to the DEPARTMENT shall not transfer responsibility for the design of shoring and bracing to the DEPARTMENT. Rather, the DEPARTMENT will receive the calculations to verify they have been done by a registered engineer.

**1.17 PRE-CONSTRUCTION PROPERTY AND STRUCTURE ASSESSMENTS**

- A. The CONTRACTOR shall perform pre-construction condition assessments of adjacent properties and structures to the site.
- B. The assessments shall be performed by a qualified company with 5 years of experience performing commercial building condition assessments. Submit qualifications to the Department.
- C. Assessments shall be provided in written and DVD format.

**1.18 COST RESPONSIBILITY**

- A. Except as otherwise noted, the cost of construction facilities and utilities shall be the responsibility of CONTRACTOR.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 54 00**  
**SECURITY**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall conform to the security requirements of the Kodiak Airport (ADQ). These requirements include 'Airport Ground Vehicle Operating Training Guide' available from ADQ. The Contractor is required to receive security clearances, be badged, and receive Security training, pertinent to the area of the airport at which the Contractor will be working.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 10 00 — Program of Facilities
- B. Section 01 41 00 — Work Coordination
- C. Section 01 50 00 — Construction Facilities and Temporary Controls

**1.03 REQUIREMENTS**

- A. The security of Airport Operations Areas (AOAs) shall be maintained at all times. The Contractor shall be liable for any fines charged against the State, by the TSA (Transportation Security Administration), resulting from actions by the Contractor, or by those for whom the Contractor is responsible, that cause a failure in the maintaining of security in the area of construction, to include any points of entry into the AOA utilized for the construction project. Failure to maintain security will also include failure to abide by the identification program or other requirements pertaining to the security of the AOAs as set out herein.
- B. The Contractor will be responsible for preventing unauthorized access to the AOA by way of the construction site to include maintaining perimeter gates in either a locked condition or attended by persons who insure that only authorized personnel or vehicles are admitted through them into the AOA. Any opening in the fencing that would allow unauthorized access by a person being able to go through must be either secured so as not to allow unauthorized access or attended by persons as outlined elsewhere in the Contract. Those persons designated to control access points into the AOA shall be instructed in the proper procedures of identification requirements for persons and vehicles.
- C. The Contractor will be responsible for maintaining, as a minimum, a six (6) foot clear zone on both sides of any perimeter fence line affected by the Contractor or any authorized representative thereof.

#### 1.04 IDENTIFICATION OF PERSONS

- A. Transportation Security Administration (TSA) Regulations require the airport operator to control access and prevent unauthorized persons from entering (AOAs). In compliance with this requirement, the airport operator has established procedures to authorize or deny access to the AOAs and to identify and control persons while in these areas.
  
- B. The Identification Badge, developed and adopted by the airport operator, is the only identification system recognized as authority to allow Contractor personnel to enter restricted AOAs. Any person found in restricted areas not in compliance with this program will be removed from the area and action will be taken against violators as appropriate under Alaska State Statute or Alaska Administrative Codes.
  
- C. Proper individual identification and vehicle permits must be obtained through the Airport Manager before attempting to enter the airport grounds. Applicants for Airport identification Badges must present either a current US Passport or two types of identification; one state and one federal. For example, a valid Alaska Driver's License, or Alaska State ID and a Social Security Card must be presented to the airport Manager. An individual badge will be used by each Contractor employee granted access to the airport for construction projects. It does not grant access to aircraft and is valid only for the area in which their construction is actually taking place and the approved routes to and from that area.

#### 1.05 BADGE ISSUANCE CONTROLS

- A. No person may be issued an identification badge unless the following actions are completed:
  - 1) The employer of the person to receive a photo badge submits a written request to the Airport Manager requesting badge issuance. The application form for Airport identification shall be an original letter, shall be on company letterhead stationery, and will include the following provisions:

Original Signature of authorized company representative. The request form/letter will be considered valid for 30 days from the date it was originally signed and dated.
  - 2) Prior to issuance of an identification badge, the employee to be badged shall complete the badging application form at the airport manager's office and affirm that they understand and will abide by the appropriate rules required for access onto the AOA. Each application will be submitted to the TSA for a Security Threat Assessment (STA) prior to receiving an identification badge. A STA can take from 72 hours to 3 weeks to complete.

Upon receiving clearance from TSA, through the STA process, the employee will attend Security training, based on the airport the employee will be working and the area of the airport the employee will be working. Security training will be scheduled, in advance, through the airport manager's office. Upon completion of the required Security training, a badge will be issued

- 3) Employers are responsible for the maintenance of records necessary to ensure the retrieval of badges and final employee clearance by the Airport Manager upon termination of employment. Whenever a badged person's employment is terminated, for any reason whatsoever, the employer is responsible for recovering the ID badge and returning it to the Airport Manager. All badges must be returned to the ID section within five (5) days of the employee's termination date.
- 4) Should an employee lose his/her ID badge, he/she should immediately notify his/her employer, who would then immediately notify the Airport Manager. Per TSA regulations, a written report of the lost badge must be filed with the Airport Manager's office.  

The Airport Manager will make telephone confirmation of the employee's employment status prior to reissue of a badge.
- 5) The airport operator requires each Contractor and badge holder to agree to abide by the provisions of this identification program. The employer shall designate one or more persons to act as the activity badge control officer and as the point of contact for coordination in matters of badge program administration and security matters.

#### 1.06 RESTRICTED AREA ACCESS CONTROLS

- A. The airport operator is responsible for preventing unauthorized access to AOAs. Therefore, no person is permitted access to air operations areas unless that person is badged by the airport operator and his/her badge signifies that he/she has access to the area. All Airport Identification Badges must be worn on the outermost garment above the waist.
- B. The word "TEMPORARY" is written on the bottom front of the badge inside a gray bar. Construction badges will only be valid in the immediate construction area and direct routes to and from the construction area. Failure to properly wear the badges or improper use of the construction badge(s) may result in confiscation of the badge(s) by the Airport Manager, removal from the AOA, and civil penalties imposed. The construction badge has an expiration date and is valid for a particular construction project only. The construction badge must be returned to the company immediately upon completion of the job, project, or badge expiration date, whichever is sooner. Lost badges must be reported immediately to the company and the Airport Manager.
- C. Any crossings of the AOA security fence will require coordination with the Airport Manager prior to opening any gate. The Contractor is responsible for providing a flagman at any unsecured AOA access gate used to haul materials to and from the construction site, waste disposal area, or to any area where the Contractor's equipment must traverse within the AOA. These flagmen shall receive training from the Airport Manager relative to the access requirements into the AOA. The flagmen will ensure that no access to the Air Operations Area is allowed except for properly badged personnel or by vehicles that are properly marked and permitted or properly escorted. The Airport Manager will be contacted immediately if an unauthorized person enters the gate. In addition, flagmen will be required



at areas where the Contractor's equipment must cross active runways or taxiways to ensure that trucks hauling materials to and from the job safely yield right of way to aircraft. The Contractor shall provide a two way radio so that the flagmen will continuously monitor the CTAF when the Contractor is hauling across or working in close proximity of an active runway or taxiway.

#### 1.07 IDENTIFICATION OF VEHICLES

- A. Transportation Security Administration (TSA) Regulations require the airport operator to control access and prevent unauthorized vehicles from entering AOA's. In compliance with this requirement, the airport operator has established procedures to authorize or deny access to the AOA's and to identify and control vehicles while in restricted areas.
- B. Vehicle Identification Standards
  - 1 All Contractor vehicles requiring access to the AOA's shall display a temporary ramp access permit as issued and instructed by the Airport Manager.
  - 2 Temporary ramp permits must be turned back to the airport manager upon completion of work or expiration of the ramp permit(s), whichever is sooner.
- C. Area of Authorization
  - 1 Contractor vehicles are only authorized in the areas where their contract work is being performed and on the access routes to and from that area.
- D. Authorized Vehicles
  - 1 Any Contractor vehicle is authorized onto the airport when it is within its area of authorization, the temporary permits are properly displayed, and all occupants have proper airport identification badges properly displayed.
  - 2 In order to maintain accountability for all badges issued, it will be required that the Contractor be responsible for physically collecting and turning back to the Airport Manager any and all outstanding badges/permits no longer used for the construction project; to include photo identification construction badges and vehicle ramp permits.
- E. Fees for Badges and Permits
  - 1 A fee of \$25.00 will be charged to the Contractor for each badge or permit the Contractor is responsible for that is issued; \$50.00 for each replacement of a lost badge; \$50.00 for not returning upon expiration of said badge(s), permit(s), or completion of the project, whichever is sooner. No badge or permit will be reissued

until fees are paid and a replacement request letter is received. All fees shall be paid by the Contractor as a subsidiary cost.

**PART 2 – PRODUCTS**

**NOT USED**

**PART 3 – EXECUTION**

**NOT USED**

**END OF SECTION**

**SECTION 01 60 00**  
**MATERIAL AND EQUIPMENT**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for transportation and handling, storage and protection, substitutions, and product options.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 – General Conditions
- B. Section 01 33 23 – Shop Drawings
- C. Section 01 42 19 Reference Standards
- D. Section 01 33 00 - Submittal Procedures
- E. Section 01 45 00 – Quality Control
- F. Section 01 51 00 – Construction Facilities
- G. Section 01 60 00A – Substitution Request Form
- H. Section 01 73 00 – Execution Requirements

**1.03 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.

#### **1.04 STORAGE AND PROTECTION**

- A. Handle and store materials for construction, products of demolition, and other items to avoid damage to existing buildings, and infrastructure. All materials stored or staged on the roof shall be properly covered and anchored to prevent materials from being blown off the roof. Do not overload the structure.
- 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. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter. Cover such material to prevent material from being blown or transported away from the stockpile.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

#### **1.05 SUBSTITUTIONS**

- A. Substitutions shall be allowed during the Bidding period only if Document 00100, Information to Bidders, designates a time for submitting requests for substitutions under requirements specified in this Section.
- B. 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.
- C. DEPARTMENT will consider requests for Substitutions only within 90 days after date established in Notice to Proceed.
- D. Substitutions may be considered when a Product becomes unavailable through no fault of the CONTRACTOR.
- E. Document each request with complete data substantiating compatibility of proposed Substitution with Contract Documents.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

**1.06 SUBSTITUTION SUBMITTAL PROCEDURE:**

- A. Submit four copies of Request for Substitution for consideration on Substitution Request form provided by DEPARTMENT (Section 01 60 00-A). Limit each request to one proposed Substitution.
- B. Submit certification signed by the CONTRACTOR: that the CONTRACTOR:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product. List similar projects using proposed product, dates of installation and user telephone number.
  - 2. Will provide an equivalent warranty for the Substitution as for the specified Product.
  - 3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to DEPARTMENT.
  - 4. Waives claims for additional costs or time extension, which may subsequently become apparent from indirect costs.
  - 5. Will reimburse Department for review or redesign services associated with re-approval by Authorities.
- C. Submit shop drawings, manufacturers' product data, and certified test results attesting to the proposed Product equivalence and variations between substitute and specified product. The burden of proof is on proposer.
- D. The DEPARTMENT will notify CONTRACTOR in writing of decision to accept or reject request.

**PART 2 - PRODUCTS**

**2.01 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.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers followed by the term "No Substitutions": use only specified manufacturers, no substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:  
Submit a request for substitution for any manufacturer not specifically named that meets the description specifications of the named manufacturers.

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES-  
PROCUREMENT/SUPPLY**

**SUBSTITUTION REQUEST FORM  
(after Award)**



Project: **Shingle Roof Replacement - Sitka**

Project No.: **139834**

Contractor: \_\_\_\_\_

Specified item for which substitution is requested: \_\_\_\_\_  
(reference specification section and paragraph)

The following product is submitted for substitution: \_\_\_\_\_  
(describe proposed substitution and differences from specified item; attach complete technical, performance, and test data; state whether substitution affects dimensions and functional clearances shown on drawings or affects other trades, and include complete information for changes to drawings and/or specifications which proposed substitution will require for its proper installation.)

I certify the following:

- | Yes                      | No                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The substitute will perform adequately and achieve the results called for by the general design.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> The substitute is similar, of equal substance, suited to the same use, and will provide the same warranty as the product specified.  |
| <input type="checkbox"/> | <input type="checkbox"/> | An equivalent source of replacement parts is available.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> The evaluation and approval of the proposed substitute will not delay the Substantial or Final Completion of the project.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Any change in the design necessitated by the proposed substitution will not delay the Substantial or Final Completion of the project.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> The cost of any change in the design necessitated by the proposed substitution, including engineering and detailing costs, and construction costs caused by the substitution will be paid by the contractor at no cost to the State. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> The cost of any license fee or royalty necessitated by the proposed substitution will be paid by the contractor at no cost to the State.   |

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Contractor Signature

Architect/Engineer Recommendation:

- Accepted       Accepted as Noted       Not Accepted       Received Too Late

Remarks:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Architect/Engineer

Recommend Acceptance / Rejection \_\_\_\_\_ Date: \_\_\_\_\_  
(circle one) Resident Engineer

Accepted  
 Rejected \_\_\_\_\_ Date: \_\_\_\_\_  
Project Manager

**SECTION 01 71 13  
MOBILIZATION AND DEMOBILIZATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for mobilization and demobilization.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 11 13 – Summary of Work
- B. Section 01 29 73 – Schedule of Values
- C. Section 01 29 76 – Application for Payment
- D. Section 01 51 00 – Construction Facilities
- E. Section 01 52 13 – Field Office and Sheds
- F. Section 01 77 00 – Contract Closeout

**1.03 DEFINITIONS**

- A. Mobilization and Demobilization includes:
  - 1. CONTRACTOR's work to prepare Site for Work under Contract and to marshal workers, materials and equipment, and those of subcontractors, to accomplish the Work.
  - 2. Mobilization of all construction equipment, materials, suppliers, appurtenances, and the like, staffed and ready for commencing and prosecuting the Work, and the subsequent demobilization and removal from the site of said equipment, appurtenances, and the like upon completion of the Work.
  - 3. Assembly and delivery to the site of plant, equipment, materials, and supplies necessary for the prosecution of Work which are not intended to be incorporated in the work; the clearing of and preparation of the CONTRACTOR's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; all other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the Contract.

**1.04 REQUIREMENTS**

- A. Haul routes, staging areas, and security guard and flagger positions will be designated and/or subject to approval by DEPARTMENT, who will coordinate with CONTRACTOR to determine requirements and locations.



- B. Cooperate with DEPARTMENT in allocation and use of MOBILIZATION AND DEMOBILIZATION areas of Site, field offices and sheds, materials storage, traffic, and parking facilities.
- C. During construction, coordinate use of Site and facilities through DEPARTMENT.
- D. Comply with DEPARTMENT'S procedures of contract communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of DEPARTMENT for use of utilities and construction facilities.
- F. Coordinate field engineering and layout Work under instructions of DEPARTMENT.
- G. Walk through Site with DEPARTMENT prior to start of Work.

**1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 - Submittal Procedure, for submittal requirements.
- B. If requested by DEPARTMENT, submit a plan of the proposed layout of the construction site, including fences, roads, parking, buildings, staging, and storage areas, within seven (7) days after Notice to Proceed.

**PART 2 – PRODUCTS**

**Not used**

**PART 3 - EXECUTION**

3.01 Delivery: Delivery to the jobsite of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing ordinances and regulations and the requirements of the Contract Documents.

3.02 Upon completion of the Work, remove construction tools, apparatus, equipment, unused materials and supplies, plant, and personnel from the jobsite.

**END OF SECTION**

**SECTION 01 72 00  
UTILITIES COORDINATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Coordination of utilities to be provided by the CONTRACTOR, DEPARTMENT, and others, and utility locates.

**1.02 RELATED DOCUMENTS**

- A. Section 00700 – General Conditions
- B. Section 01 11 13 – Summary of Work
- C. Section 01 31 14 – Work Coordination
- D. Related Technical Specification Sections

**1.03 UTILITIES PROVIDED BY OTHERS**

- A. The DEPARTMENT will provide permanent utilities listed in this section, to points of demarcation shown in the Contract Documents, under separate agreements with utility companies. The CONTRACTOR shall coordinate with the DEPARTMENT to sequence the provision of utilities provided by others with its Work.
- B. Utilities to be provided by the DEPARTMENT are described below.
  - 1. Water and Sewer Utilities:
  - 2. Electrical Service:
  - 3. Natural Gas Service:
  - 4. Telecommunications Utilities:
- C. The CONTRACTOR shall notify the DEPARTMENT at least Thirty (30) calendar days before it needs utility companies retained by the DEPARTMENT to begin work on the site. Coordinate with the DEPARTMENT to enable the utilities to be installed as per the requirements of the CONTRACTOR'S schedule.
- D. Not Used

**1.04 UTILITIES PROVIDED BY CONTRACTOR**

- A. The CONTRACTOR shall provide permanent utilities listed in this section as shown in the contract documents.
- B. Utilities to be provided by the CONTRACTOR are described below.

1. Water and Sewer Utilities:
2. Electrical Service:
3. Natural Gas Service:
4. Telecommunications:

C. Not Used

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**3.01 UTILITY LOCATES**

- A. The CONTRACTOR shall request field locates from all utilities having facilities in the area a minimum of seven (7) calendar days prior to excavation. Utility company telephone numbers are summarized below:

Not Used

- B. The location and elevation of existing utilities shown on the Plans are approximate only. Additional utilities may exist that are not shown on the Plans. Before starting construction, the CONTRACTOR shall request all utility owners to locate their utilities and, at points of possible conflict, the CONTRACTOR shall uncover the located utilities.
- C. The CONTRACTOR shall repair any damage caused to utilities by the CONTRACTOR's operations at no cost to the DEPARTMENT.
- D. The CONTRACTOR shall protect and work around existing underground utilities.
- E. Comply with requirements of utility companies when working with, in, or around their utilities.
- F. Not Used

**3.02 NOTIFICATION FOR COORDINATION WITH UTILITY COMPANIES**

- A. Provide the DEPARTMENT and affected utility companies a minimum of thirty (30) calendar days advance written notice of any work requiring coordination with utility companies, or longer notification as required by the utility companies. The utility companies will not be required to work at more than one location at a time, and shall be allowed to complete work at a specific location prior to commencing with work at another specific location.
- B. Not Used

**3.03 STAGING DURING THE WORK**

- A. Coordinate with utility companies, whether retained by the DEPARTMENT or the CONTRACTOR, to allow adequate staging area on-site for utility companies to perform their work.
- B. Designate and dedicate area seven calendar days prior to required Utility mobilization. Allow for multiple mobilizations as required to accommodate Contractor schedule.
- C. Not Used

**END OF SECTION**

**SECTION 01 73 00**  
**EXECUTION REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for addressing defects, cleaning, operating and maintenance manuals, spare parts, training, warranties and bonds, and maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 - General Conditions: Fiscal provisions, legal submittals, and other administrative requirements
- B. Section 01 26 63 – Change Procedures
- C. Section 01 31 19 – Project Meetings
- D. Section 01 33 00 –Submittal Procedures
- E. Section 01 33 23 – Submittal Procedures
- F. Section 01 45 23 – Departmental Inspection Services
- G. Section 01 45 29 – Testing Laboratory Services
- H. Section 01 60 00 – Material and Equipment
- I. Section 01 71 23 – Field Engineering
- J. Section 01 79 00 – Demonstration and Training.

**1.03 CLOSEOUT PROCEDURES**

- A. Comply with Section 01 77 00 - Contract Closeout Procedures.

**1.04 DEFECTS**

- A. Product defects shall be all items that affect the visual appearance or function of the Products. Defects shall be as identified below unless more stringent requirements are specified within specific sections.
- B. Products shall be shall typically be viewed from a distance of 30.0 inches (760 mm).
- C. Defects shall be solely determined by the Project Manager.
- D. Defects, Product:

1. Cuts, Scrapes, Gouges Abrasions 0.250 inch (6 mm) long or longer than and 0.03125 inches (0.79375 mm) wide or wider that are visible at a distance of 30.0 inches (762 mm) shall be considered defects.
  2. Abrasions less than the above shall be accepted.
  3. Burns of any size that permanently discolor the surface material shall be considered defects.
  4. Product color variation.
- E. Defects, Joint:
1. Non-alignment of Products. Visual defects and non-alignment of joints shall be considered defective.
- F. Defects, Structural:
1. Bent members or other structural damage shall be considered defective.
  2. Incorrectly manufactured members shall be considered defective.
- G. Defects, Corrosion:
1. Surface corrosion not exceeding one percent (1%) of the surface area shall be considered a visual defect.
  2. Surface corrosion exceeding one percent (1%) and not exceeding five percent (5%) of the surface area shall be evaluated by the Project Manager.
  3. Surface corrosion exceeding five percent (5%) of the surface area shall be shall be considered a structural defect.
- H. Defects shall be repaired or replaced as solely determined by the Project Manager at no additional cost to the DEPARTMENT.
1. Structural defects shall be replaced, no exceptions.
  2. Visual defects shall be repaired or replaced as solely determined by the Project Manager.

#### **1.05 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Maintain work and storage areas free of waste materials, debris, and rubbish. Maintain site in a neat and orderly condition to maintain safe passage and exits and to avoid fire hazard. Provide covered containers for deposit of waste materials.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and at least weekly, and dispose off-site. Have equipment and personnel available on-site daily to sweep and scrub roads and parking areas, which are work sites or haul routes.
- C. Pavement striping and markings that cannot be effectively cleaned shall be replaced at expense of CONTRACTOR.

#### **1.06 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.
- C. Use materials which will not create hazards to health or property, and which will not damage surfaces. Follow manufacturer's recommendations.
- D. Maintain cleaning until DEPARTMENT issues certificate of Substantial Completion.
- E. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

**1.08 ADJUSTING**

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

**1.09 OPERATION AND MAINTENANCE DATA**

- A. Submit data bound in 3-ring slant "D" presentation ring binders, maximum 11-5/5" high and 11-1/4" deep. Spine, front, and back shall be heavy virgin vinyl sealed over heavy board. Binders shall have clear, full size pockets on spine and front cover. Thickness of content shall not exceed 75% of binder manufacturer's stated capacity. All pages shall be 8 1/2" x 11", or 11" x 17" folded to 8 1/2" x 11" in a manner to permit unfolding without removal from binder.
- B. O&M Manual binders shall be black, clearly and permanently labeled as follows:
  - a. Spine
    - Project Name
    - Project Number
    - Operations & Maintenance Manual, Volume \_\_\_\_ of \_\_\_\_
    - Building Name:
  - b. Front Cover:
    - Project Name:
    - Project No.:
    - Building Name:
    - CONTRACTOR:
      - Address
      - City, State, ZIP

Phone:

Fax:

Consultant:

Address

City, State, ZIP

Phone:

Fax:

Operations & Maintenance Manual, Volume \_\_\_\_ of \_\_\_\_

Discipline:

Date:

- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with 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 three 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: Operation and maintenance instructions, arranged by system process flow 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. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds.



- E. Submit 1 draft copy of completed volumes 90 working days prior to Training or Substantial Completion inspection, whichever is earliest. 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 45 days prior to Training or Substantial Completion inspection, whichever is earliest.
- G. In addition to required hard copies, provide electronic copy on .pdf format with table of contents hyperlinked to all referenced sections.

#### **1.10 TRAINING**

- A. Before Substantial Completion, instruct DEPARTMENT designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times. For equipment requiring seasonal operation, or placed into operation subsequent to Final Completion, perform instructions within six months.
- B. Refer to Section 01 79 00 for additional training requirements.
- C. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Unless specified elsewhere, the duration of on-site instruction shall be as specified.
- E. Provide digital video recordings of all provided instruction in format approved by DEPARTMENT. Training videos shall be submitted prior to Substantial Completion.
- F. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

#### **1.11 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections. These shall be labeled and stored per manufacturer's recommendations.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to Substantial Completion payment.

#### **1.12 WARRANTIES AND BONDS**

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.

- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

**1.13 MAINTENANCE SERVICE**

- A. Furnish service and maintenance of components indicated in specification sections for one year from date of Substantial Completion.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the DEPARTMENT.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION REQUIREMENTS**

**Not Used**

**END OF SECTION**

**SECTION 01 73 29**  
**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Related Documents and Requirements
- B. General Requirements
- C. Submittals
- D. Structural Work
- E. Operational Systems
- F. Visual Requirements
- G. Existing Warranties
- H. Materials
- I. Inspection
- J. Preparation
- K. Performance
- L. Cleaning

**1.02 RELATED REQUIREMENTS**

- A. Section 01 11 13 - Summary of Work
- B. Section 01 31 14 - Work Coordination
- C. Section 01 33 00 – Submittal Procedures
- D. Section 01 60 00 - Material and Equipment

**1.03 REQUIREMENTS**

- A. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Repairs and Patching: CONTRACTOR shall repair or patch all cut or disturbed areas as incidental to the Work. All patching and repairs shall match adjacent areas in texture, color, materials, and quality of workmanship.
- C. Employ skilled and qualified workers to perform cutting and patching.

**1.04 SUBMITTALS**

- A. Cutting and Patching Proposal: Prior to proceeding with cutting and patching, submit and obtain DEPARTMENT'S review of proposed cutting and patching procedures.
- B. Include the following information, as applicable, in proposal:
  - 1. Describe extent of cutting and patching required. Show how it will be performed and indicate why it is unavoidable.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform Work.
  - 4. Indicate dates and times when cutting and patching will be performed.
  - 5. Describe how the Work may affect operations of the facility user and what measures will be taken to mitigate them.
  - 6. Utilities: List utilities cutting and patching procedures will disturb or affect. Describe how service from affected utilities will be bypassed if necessary to maintain uninterrupted service.
  - 7. Structural: Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 8. Roofing and Exterior Architectural Systems: Submit information on proposed cutting and patching procedures adequate for the DEPARTMENT to obtain in writing from the manufacturer of the existing system that the proposed procedures will not void the manufacturer's warranty. Work shall be performed by an installer authorized by the existing system manufacturer.
- C. The DEPARTMENT'S review of cutting and patching proposals does not waive its right to later require complete removal and replacement of unsatisfactory work.

**1.05 STRUCTURAL**

- A. Requirements for Structural Work: Do not cut and patch structural elements in manner that would change their load-carrying capacity or load-deflection ratio.
- B. Obtain approval of cutting and patching proposal before cutting and patching following structural elements:
  - 1. Foundations
  - 2. bearing and retaining walls
  - 3. structural concrete and masonry units

4. structural steel
5. Lintels
6. timber and primary wood framing
7. structural decking
8. stair systems
9. miscellaneous structural metals
10. exterior curtain-wall constructions
11. equipment supports
12. piping, ductwork, vessel, and equipment
13. structural systems of special construction
14. others as deemed necessary by the DEPARTMENT

### **1.06 OPERATIONAL SYSTEMS**

- A. Obtain approval of cutting and patching proposal before performing cutting and patching work affecting the following operating elements or safety related systems:
  1. primary operational system and equipment
  2. air or smoke barriers
  3. water, moisture or vapor barriers
  4. membranes and flashings
  5. fire protection system
  6. noise and vibration control elements and systems
  7. control systems
  8. communication systems
  9. conveying systems
  10. electrical wiring systems
  11. operating system of special construction
  12. others as deemed necessary by the DEPARTMENT
- B. Provide bypass or backup systems to minimize downtime and operational impact to existing facility.

### **1.07 EXISTING WARRANTIES**

- A. Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- B. Work on existing roofing and other items covered by warranty shall be done by firm or craftsman authorized by warranty issuer.

## **PART 2 - PRODUCTS**

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Before proceeding meet at Project Site with DEPARTMENT'S representative and parties involved in cutting and patching, including related trades.
- B. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed.
- C. Review areas of potential interference and conflict; coordinate procedures and resolve before proceeding.

### **3.02 PREPARATION**

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### **3.03 PERFORMANCE**

- A. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- B. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and ensures thermal and moisture integrity of building enclosure.

### **3.04 CLEANING**

- A. Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

**END OF SECTION**

**SECTION 01 77 00**  
**CONTRACT CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for Substantial Completion
- B. Requirements for Final Completion
- C. Requirements for Final Payment and Final Acceptance

**1.02 RELATED SECTIONS**

- A. Section 00700 - General Conditions: Substantial Completion, Final Completion, Final Payment, Final Acceptance
- B. Section 01 11 13 - Summary of Work: Using Agency occupancy
- C. Section 01 33 00 – Submittal Procedures
- D. Section 01 29 73 – Schedule of Values
- E. Section 01 29 76 – Application for Payment
- F. Section 01 31 13 – Job Site Administration
- G. Section 01 45 23 – Departmental Inspection Service: CONTRACTOR'S Responsibilities
- H. Section 01 71 13 – Mobilization and Demobilization
- I. Section 01 73 00 – Execution Requirements: Final cleaning, Project Record Documents, Operation and Maintenance Data, Warranties and Bonds, Spare Parts and Maintenance Materials
- J. Section 01 78 39 – Project Record Documents
- K. Section 01 79 00 – Demonstration and Training
- L. Section 01 91 00 - Commissioning

**1.03 SUBSTANTIAL COMPLETION SUBMITTALS**

Submit the following prior to requesting the Substantial Completion Inspection:

- A. Evidence of Compliance with Requirements of Authority Having Jurisdiction:



1. Certificate of Occupancy
  2. Required Certificates of Inspection
  3. Other approvals as may be required
- B. Project Record Documents
- C. Operation and Maintenance Data
- D. Spare Parts and Maintenance Materials
- E. Warranties and Bonds
- F. Keys and Keying Schedule
- G. No progress payments will be made for Substantial Completion until all required submittals have been submitted and accepted by the DEPARTMENT.

**1.04 SUBSTANTIAL COMPLETION**

- A. In accordance with Section 00700 - General Conditions, Article 13.10 Substantial Completion, the CONTRACTOR shall notify the DEPARTMENT in writing that the Work or a portion of the Work which has been specifically identified in the Contract Documents (except for items specifically listed by the CONTRACTOR as incomplete) is substantially complete and request that the DEPARTMENT issue a Certificate of Substantial Completion. The DEPARTMENT will consider the CONTRACTOR'S request for Substantial Completion only when:
1. Written request for Substantial Completion is provided at least 14 calendar days in advance of the DEPARTMENT'S scheduled Substantial Completion inspection date.
  2. List of items to be completed or corrected is submitted.
  3. All Operation and Maintenance Manuals are submitted and approved by the DEPARTMENT.
  4. All commissioning requirements have been met.
  5. All equipment and systems have been tested, adjusted, balanced and are fully operational.
  6. All demonstration and training requirements have been met.
  7. All automated and manual controls are fully operational.
  8. Operation of all equipment and systems has been demonstrated to DEPARTMENT.
  9. Certificate of Occupancy is submitted.
  10. Certificates of Inspection for required inspections have been submitted.
  11. Project Record Documents for the Work or the portion of the Work being accepted are submitted and approved.
  12. Spare parts and maintenance materials are turned over to DEPARTMENT.
  13. All keys are turned over to the DEPARTMENT.
  14. All warranties and bonds are submitted and approved.
  15. Final cleaning has been completed to the satisfaction of the DEPARTMENT.

- B. When all of the preceding requirements for the consideration of Substantial Completion have been met, the DEPARTMENT will conduct a scheduled Substantial Completion inspection with its Architect/Engineers and Using Agency representatives. If upon the completion of the inspection, the DEPARTMENT should find that the Work is not substantially complete, DEPARTMENT will promptly notify CONTRACTOR in writing, listing observed deficiencies.
- C. The CONTRACTOR shall remedy deficiencies and send a second written notice of Substantial Completion.
- D. When the DEPARTMENT finds the Work is substantially complete, it will have 14 days to issue a certificate of Substantial Completion with an attached punch list of deficiencies, all in accordance with the provisions of the General Conditions.
- E. The CONTRACTOR shall be responsible for scheduling the activities required for Substantial Completion to enable completion within the Contract Time.

**1.05 FINAL COMPLETION**

- A. In accordance with Section 00700 – General Conditions, Article 13.13 Final Completion, when the CONTRACTOR considers that it has completed all the deficiencies listed on the Substantial Completion punch list, and that the Work is otherwise complete, it shall submit written certification that:
  - 1. Contract Documents have been reviewed
  - 2. Work has been completed in accordance with Contract Documents, and deficiencies listed with certificate of Substantial Completion have been corrected
  - 3. Work is complete and ready for final inspection
- B. Upon the receipt of the preceding written notice, the DEPARTMENT will conduct a Final Completion inspection. If the DEPARTMENT should then find the Work to be incomplete, it will promptly notify the CONTRACTOR in writing with a list of observed deficiencies.
- C. The CONTRACTOR shall remedy deficiencies and transmit to the DEPARTMENT a second certification of Final Completion.
- D. When the DEPARTMENT determines the Work is complete, all in accordance with the General Conditions article, “Final Completion and Application for Payment”, the CONTRACTOR may make application for Final Payment.

**1.06 REINSPECTION FEES**

- A. In accordance with Section 00700 – General Conditions, Articles 13.10 Substantial Completion and 13.12 Final Inspection, the CONTRACTOR shall pay for all costs incurred by the DEPARTMENT for re-inspection.
- B. The DEPARTMENT may deduct the re-inspection costs from the application for final payment.

**1.07 FINAL ACCEPTANCE**

- A. Following the issuance of Final Completion, and subject to the completion of requirements specified in Section 00700 - General Conditions, Articles 13.14 Final Payment and 13.15 Final Acceptance, the DEPARTMENT will review the project files for completeness. The DEPARTMENT may require the CONTRACTOR to submit or re-submit any of the following documents, upon request:
  - 1. Contractor's transmittal letter: O&M Manuals
  - 2. Contractor's transmittal letter: Warranty/Bonds
  - 3. Contractor's transmittal letter: Record Documents
  - 4. Spare parts, maintenance materials receipts
  - 5. Contractor's transmittal letter: keys & keying schedule
  - 6. Contractor's certification of insurance
  - 7. EEO compliance certification (Federally funded projects only)
  - 8. Submittals and miscellaneous registers
  - 9. Original final pay estimate
  - 10. Contractor's release
  - 11. Department of Labor Notice of Completion (NOC)
  - 12. Other documentation as required by the DEPARTMENT
  
- B. Statement of Adjustment of Accounts – The DEPARTMENT may require the CONTRACTOR to submit a final statement reflecting adjustments to the Contract Price showing:
  - 1. Original Contract Price
  - 2. Previous Change Orders
  - 3. Changes under allowances
  - 4. Changes under Unit Prices
  - 5. Deductions for uncorrected Work
  - 6. Penalties and bonuses
  - 7. Deductions for liquidated damages
  - 8. Deductions for re-inspection fees
  - 9. Other adjustments to Contract Price
  - 10. Total Contract Price as adjusted
  - 11. Previous payments
  - 12. Sum remaining due
  
- C. DEPARTMENT will issue a final Change Order reflecting all remaining adjustments to Contract Price not previously made by Change Orders.
  
- D. See Section 01 29 73 - Schedule of Values for minimum value that shall be assigned for Final Acceptance.
  
- E. The CONTRACTOR shall cooperate with the DEPARTMENT and shall provide the requested documentation.

- F. When the DEPARTMENT determines its files are complete, it may make final payment and issue a letter of Final Acceptance.

**PART 2 - PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 78 39**  
**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Maintenance of Record Documents and Samples
- B. Submittal of Record Documents and Samples

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 - General Conditions: Record Documents
- B. Section 01 11 13 – Summary of Work: Record survey
- C. Section 01 29 76 – Application for Payment
- D. Section 01 33 23 – Shop Drawings, Product Data, and Samples
- E. Section 01 77 00 – Contract Closeout Procedures
- F. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection

**1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. In addition to requirements in General Conditions, maintain at the site for DEPARTMENT one accurate record copy of:
  - 1. Contract Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other modifications to the Contract
  - 5. Reviewed Shop Drawings, product data, and samples
  - 6. Survey and field records
  - 7. Field test records
  - 8. Inspection certificates
  - 9. Manufacturer's certificates
- B. Prior to Substantial Completion, provide original or legible copies of each item maintained by CONTRACTOR as listed in 01 78 39.1.02.B,C, and D above.
- C. Delegate responsibility for management of maintenance of Record Documents to one person on CONTRACTOR's staff as approved in advance by Contracting Officer.
- D. Promptly following award of Contract, secure from DEPARTMENT, at no cost to the CONTRACTOR, one complete set of all Documents comprising the Contract.

- E. Immediately upon receipt of job set described above, identify each Document with title "RECORD DOCUMENTS - JOB SET".
- F. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.
- G. Label and file record documents and samples in accordance with section number listings in table of contents of this Project manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- H. Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.
- I. Use all means necessary to maintain job set of Record Documents completely protected from deterioration and from loss and damage until completion of Work and transfer of recorded data to Contracting Officer.
- J. Keep record documents and samples available for inspection by DEPARTMENT.
- K. Upon request by the DEPARTMENT and at time of each Application for Payment enable inspection of record documents by the DEPARTMENT for review as to completeness.
- L. Contracting Officer's approval of current status of Record Documents will be prerequisite to Contracting Officer's approval of requests for progress payments and request for final payment.
  - 1. Prior to submitting each request for progress payment, secure Contracting Officer's approval of Record Documents as currently maintained.
  - 2. Prior to submitting request for Final Payment, obtain Contracting Officer's approval of final Record Documents.
- M. Do not use job set for any purpose except entry of new data and for review and copying by Contracting Officer.

#### **1.04 RECORDING**

- A. Record information on a set of blue line opaque Drawings, and in a copy of a Project manual, provided by DEPARTMENT.
- B. Using felt tip marking pens or colored pencil, maintaining separate colors for each major system, clearly describe changes by note and by graphic line, as required. Date all entries. Call attention to entry by a "cloud" around area or areas affected.
- C. Thoroughly coordinate all changes within Record Documents, making adequate and proper entries on each Specification Section and each sheet of Drawings and other Documents where such entry is required to properly show change or selection.

- D. When a change within Record Documents is referenced to another document, such as a RFI, Shop Drawing or Change Order, attach a copy of the referenced document to the respective Record Drawing or Record Specification where the entry is made.
- E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. Measured depths of elements of foundation in relation to finish first floor datum. Accurate to the nearest inch.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Accurate to the nearest inch.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by modifications.
  - 6. Details not on original Contract Drawings.
  - 7. References to related Shop Drawings and modifications
  - 8. Clearly label all changes and show dimensions to establish size and location. All identifications shall be sufficiently descriptive to relate reliably to Specifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records required by individual Specifications sections.

**1.05 SUBMITTALS**

- A. Upon submittal of the completed Record Documents, make changes in Record Documents as required by the Contracting Officer.
- B. Transmit with cover letter in duplicate, listing:
  - 1. Date
  - 2. DEPARTMENT's Project title and number
  - 3. CONTRACTOR's name, address, and telephone number
  - 4. Number and title of each record document
  - 5. Signature of CONTRACTOR or authorized representative.
- C. Final Record Documents shall include both hard copies and digitally scanned copies in .pdf format (high quality greyscale scans, minimum 200 pixels/inch). Scans shall include front and back of drawings/documents where information occurs on both sides.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 - EXECUTION**

**Not Used**

**END OF SECTION**

**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for instructing DEPARTMENT's personnel. Major topics include the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 00700 – General Conditions
- B. Section 01 11 13 – Summary of Work
- C. Section 01 31 13 – Job Site Administration
- D. Section 01 31 19 – Project Meetings
- E. Section 01 33 00 – Submittal Procedures
- F. Section 01 73 00 – Execution Requirements
- G. Section 01 77 00 – Contract Closeout Procedures
- H. Section 01 91 00 – Commissioning

**1.03 SUBMITTALS**

- A. Instruction Program: Submit three copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit two complete training manual(s) for DEPARTMENT's use.
- B. Qualification Data: For facilitator and instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.



#### 1.04 QUALITY ASSURANCE

- A. **Facilitator Qualifications:** A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. **Instructor Qualifications:** A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. **Pre-instruction Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.05 COORDINATION

- A. Coordinate instruction schedule with DEPARTMENT's operations. Adjust schedule as required to minimize disrupting DEPARTMENT's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Department.

### PART 2 - PRODUCTS

#### 2.01 INSTRUCTION PROGRAM

- A. **Program Structure:** Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
  - 1. Door hardware
  - 2. Equipment, including projection screens, A/V, and laboratory fume hoods
  - 3. Fire-protection systems, including fire alarm, fire pumps and fire-extinguishing systems
  - 4. Intrusion detection and security systems

5. Laboratory equipment, including laboratory air and vacuum equipment and piping, and laboratory fume hoods
  6. Heat generation, including boilers, feed water equipment, pumps, and water distribution piping
  7. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices
  8. HVAC instrumentation and controls
  9. Electrical service and distribution, including transformers, switchboards, panel boards, uninterruptible power supplies and motor controls
  10. Packaged engine generators, including transfer switches
  11. Lighting equipment and controls
  12. Communication systems, including intercommunication and voice and data equipment.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions
    - b. Performance and design criteria if CONTRACTOR is delegated design responsibility
    - c. Operating standards
    - d. Regulatory requirements
    - e. Equipment function
    - f. Operating characteristics
    - g. Limiting conditions
    - h. Performance curves
  2. Documentation: Review the following items in detail:
    - a. Emergency manuals
    - b. Operations manuals
    - c. Maintenance manuals
    - d. Project Record Documents
    - e. Identification systems
    - f. Warranties and bonds
    - g. Maintenance service agreements and similar continuing commitments
  3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages
    - b. Instructions on stopping
    - c. Shutdown instructions for each type of emergency
    - d. Operating instructions for conditions outside of normal operating limits
    - e. Sequences for electric or electronic systems

- f. Special operating instructions and procedures
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures
  - b. Equipment or system break-in procedures
  - c. Routine and normal operating instructions
  - d. Regulation and control procedures
  - e. Control sequences
  - f. Safety procedures
  - g. Instructions on stopping
  - h. Normal shutdown instructions
  - i. Operating procedures for emergencies
  - j. Operating procedures for system, subsystem, or equipment failure
  - k. Seasonal and weekend operating instructions
  - l. Required sequences for electric or electronic systems
  - m. Special operating instructions and procedures
- 5. Adjustments: Include the following:
  - a. Alignments
  - b. Checking adjustments
  - c. Noise and vibration adjustments
  - d. Economy and efficiency adjustments
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions
  - b. Test and inspection procedures
- 7. Maintenance: Include the following:
  - a. Inspection procedures
  - b. Types of cleaning agents to be used and methods of cleaning
  - c. List of cleaning agents and methods of cleaning detrimental to product
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance
  - f. Procedures for routine maintenance
  - g. Instruction on use of special tools
- 8. Repairs: Include the following:
  - a. Diagnosis instructions
  - b. Repair instructions
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions
  - d. Instructions for identifying parts and components
  - e. Review of spare parts needed for operation and maintenance.

**PART 3 - EXECUTION**

**3.01 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

**3.02 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between CONTRACTOR and DEPARTMENT for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct DEPARTMENT's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect/Engineer will furnish a representative to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. DEPARTMENT will furnish an instructor to describe DEPARTMENT's operational philosophy.
  - 3. DEPARTMENT will furnish CONTRACTOR with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with DEPARTMENT with at least 14 days' advance notice.
- D. Cleanup: Collect used and leftover educational materials and give to DEPARTMENT. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

**END OF SECTION**