



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501

July 10, 2018

INVITATION TO BID

#18-24-206677

BR 147.5 REPLACE PONY TRUSS WITH THROUGH PLATE GIRDER

Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this form to Goemerg@akrr.com. All addenda will be forwarded to the contact name and number listed below.

Firms that have not returned this cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.akrr.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____
Address _____

Contact _____
Phone _____ Fax _____
Email _____

www.AlaskaRailroad.com



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501
Phone 907-265-2593
GOEMERG@AKRR.COM

July 10, 2018

**INVITATION TO BID
#18-24-206677**

BR 147.5 REPLACE PONY TRUSS WITH THROUGH PLATE GIRDER

SEALED BIDS WILL BE RECEIVED AT: Alaska Railroad Corporation
327 W. Ship Creek Avenue,
Anchorage, Alaska 99501
Attn: Greg Goemer

**Offers will be received until 3:00 pm local time on August 2, 2018
At which time bids will be publicly opened.**

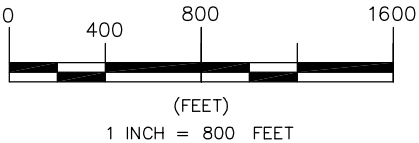
IMPORTANT


Pre-Bid Conference : A pre-bid conference will be held at **10:15 A.M.** local time on **THURSDAY JULY 19TH.**

To participate in this site visit, interested firms must provide full name(s) and cell telephone number(s) for proposed attendees to the listed email address for communications by 4:00p.m. July 17th. No more than 2 people from each company will be allowed due to time constraints and available access.

Attendees will be responsible for their own transportation to an unmarked pull off. Take the exit on the Old Glenn Highway to Palmer, cross the railroad tracks and the pull off will be on the right hand side. A representative of the ARRC will conduct the safety briefing and will provide an escort onto ARRC property for the site visit. Hardhats, safety vests, protective footwear and safety glasses will be required, and must be supplied by attendees.

P:\Engineering\ACAD\eng-projects\Bridges\BR 147_5\Br147.7_SiteVisitExhibit_071018.dwg VPort: 2 Plot Style: 750C-Half.ctb



<div><div>ALASKA RAILROAD CORPORATION ENGINEERING SERVICES P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500</div></div>		
PROJECT : BRIDGE 147.5		
TITLE: BRIDGE SITE VISIT MEETING LOCATION EXHIBIT		
DESIGNED BY: —	SCALE : AS NOTED DATE : 7/9/2018	APE NO.: —
DRAWN BY: <u>DXD</u>		ACAD FILE: —
CHECKED BY: <u>DK</u>		DWG NO. 1 OF 1
APPROVED BY: <u>DK</u>		

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC. Any questions the bidders have must be submitted in writing to the Contract Administrator. The Project Manager will not answer bidder's questions regarding the work to be performed under this ITB.

Return your bid in a sealed envelope on which the Solicitation number and title appears. Bids received by facsimile transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Hand-delivered bids, amendments, or withdrawals must be received by ARRC's Contracts Section before the scheduled time of bid opening.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

ARRC may award a contract resulting from this solicitation to the low responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation. Final award will be made based on the availability of funding.

In compliance with this solicitation and subject to all conditions hereof, the undersigned bids and agrees to furnish any or all of the items upon which prices are quoted at the price opposite each item by the time specified hereon.

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

This solicitation is not to be construed as a commitment of any kind nor does it commit ARRC to pay for any cost incurred in the submission of an offer or any other incurred cost prior to the execution of a formal contract.

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal

Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation on federal contracts of 3.878 % in FY 2018. .



The Alaska Railroad is a member of Green Star (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

The envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name -
2. Invitation To Bid Number 18-24-206677
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: BR 147.5 Replace Pony truss with Through Plate Girder

Please direct all questions concerning this solicitation to Greg Goemer, Alaska Railroad Corporation, 327 W. Ship Creek Avenue, telephone number (907) 265-2593, or Goemerg@akr.com. Questions must be submitted in written form prior to July 26th. Questions submitted after that date may not be accepted.

Sincerely,

Greg Goemer

**Greg Goemer
Sr. Contract Administrator
Alaska Railroad Corporation**

BID INDEX

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APPENDIX E	SUPPLEMENTAL CONDITIONS
APPENDIX F	TECHNICAL SPECIFICATIONS
APPENDIX G	CONSTRUCTION QUALITY CONTROL (CQC) PLAN
APPENDIX H	PROJECT COMMUNICATIONS
APPENDIX I	COST SCHEDULE
ATTACHMENTS:	BRIDGE 147.5 PLANSET 26' APPORACH SPAN DRAWINGS 123' TPG SHOP DRAWINGS 147.5 ASBUILTS PERMITS PHOTOS Bridge 147.5 Birchwood yard Inventory Bridge 147.5 Lead Sample Results Wage Rates, Pamphlet 600 Issue 36, dated 4/1/18 Or use the rate in effect on the bid opening date.

APPENDIX A REQUIRED DOCUMENTS

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. Construction Bid Form - [Form 395-0121]
2. Bid Bond - [Form 395-0120]
3. Cost Schedule - Appendix I
4. Contractor Responsibility Questionnaire - [Form 395-0138]

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER The apparent low bidder is required to complete and submit the following documents within **Five (5) Working Days** after receipt of written notification:

1. Subcontractor List - [Form 395-0131]
2. Contractor's QA/QC Plan
3. Contractor's Site Health & Safety Plan

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. Certificate of Insurance - [from Insurance Carrier]
2. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Contract - [Form 395-0122] and Notice to Proceed, ARRC Generated
5. State of Alaska Department of Labor - Notice of Work
6. Contractors Business License and Contractors License

POST AWARD DOCUMENTATION

1. Weekly Certified Payrolls
2. All Required Submittals /QAQC Reports
3. State of Alaska, DOL Notice of Completion

APPENDIX B

BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS (CONSTRUCTION)

To be considered for award, Bids must be made in accordance with the following requirements:

Duty to Seek Clarification: ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

Terms and Conditions: Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

Contract Documents: Bidders shall familiarize themselves with the requirements of all of the Contract Documents which include, but are not limited to the "Bidders Instructions & Special Requirements", the Invitation to Bid, Bid and Contract Forms, General Conditions, Special Conditions, Specifications, Drawings, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

Examination of Site: Bidders should visit the Project Site(s) and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which may affect the Work and the cost thereof.

Examination and Interpretation of Documents: Each Bidder shall examine the Contract Documents carefully and shall make written requests to ARRC prior to Bid submission for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an Addendum by ARRC. Only a written interpretation or correction shall be binding. No Bidder shall rely on any interpretation or correction given by any other method.

Addenda: ARRC may modify the Invitation to Bid prior to the date fixed for opening of Bids by issuance of an Addendum to all parties who have been furnished the Bid Package for bidding purposes. Bidders must acknowledge receipt of all Addenda on the Construction Bid Form [Form 395-0121].

Qualification of Bidders: Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

Bid Forms: Bids must be submitted on the forms provided by ARRC, completed in all respects as required by the Bid Forms and other Contract Documents and manually signed by an authorized official of the Bidder. Bidders may make copies of the Bid Forms for submission of Bids.

Submission of Bids: Bids must be sealed, marked, and addressed as directed in the Invitation to Bid and must be delivered to the office designated in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

Modification, Correction, Withdrawal of Bids: Modification, correction or withdrawal of Bids will be allowed only as provided in ARRC Procurement Rule 1200.8.

Bid Opening: Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

Evaluation of Bids: Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1200.7. Alternative bids, if called for, are intended to provide ARRC a range of comparative costs which will allow identification of the combinations most responsive to ARRC's need. The order in which the alternatives are listed or set out in the Invitation to Bid should not be taken as any indication as to the order in which ARRC may elect to select the alternatives, if any. Bidders shall submit bid prices for all alternatives stated in the Invitation to Bid and are advised that the order in which the alternatives, if any, are chosen by ARRC, may affect which Bidder is the lowest responsive and responsible Bidder.

Bid Security: In accordance with ARRC Procurement Rule 1200.4, all Bids shall be accompanied by bid security in the form of a cashier's check or an acceptable Bid Bond, a form of which is provided herein, in the amount of five percent (5%) of the Bid price.

Rejection of Bids: ARRC reserves the right to waive minor defects or informalities in a Bid in accordance with the provisions of ARRC Procurement Rule 1200.8, or to reject any or all Bids in accordance with the provisions of ARRC Procurement Rule 1600.2.

Award of Contract: Unless the solicitation is canceled or all bids are rejected, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest, responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set out in the Invitation to Bid.

Execution of Contract: A written contract must be signed by the Bidder to whom an award is made and returned to ARRC within ten (10) calendar days, together with all required performance and payment bonds, and certificate(s) of insurance in the amounts required by the Invitation to Bid. The Bidder to whom award is made shall not be permitted to occupy the project site until he has first obtained the required insurance and submitted to ARRC proof of such insurance together with a statement certifying that said insurance conforms to requirements set forth in the Invitation to Bid.

Failure to Execute Contract: If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required bonds and insurance within the time specified, the amount of his bid security may be retained by ARRC as liquidated damages.

Government Contract Requirements: If Federal funds will be used to pay for any part of the project described in the Invitation to Bid, any contract awarded hereunder will contain provisions requiring the successful Bidder to comply with all pertinent provisions, agreements, and clauses of the subject federal grant and all pertinent laws, regulations, Presidential directives, and executive orders to the extent they apply to the subject matter of the contract.

Drug and Alcohol-Free Workplace: Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return to work requirements contained in the Contractor's written program.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this ITB shall be good and firm for a period of thirty (30) days from the date of bid opening.

Site-Safety Plan Requirement: Before the contractor or any subcontractor begins any construction related work under this contract including but not limited to mobilization, equipment setup, storage, etc., taking place on sites under Alaska Railroad Corporation (ARRC) control, they will submit a site Health and Safety Plan to ARRC for compatibility acceptance.

The plan must be compatible with ARRC Safety Policies, including On-Track Safety, ARRC on-site employee safety including safety for Project Managers, Construction Managers, Flaggers, Visitors, Safety personnel, Quality Assurance staff, vendors, and the public. The plan must outline procedures for first aid, emergency response, chemical exposures, spills, site sign-in requirements for site-safety briefings, coordination with ARRC dispatch, (SAFETY AND PROTECTION), Section 6.17 (WORK SAFETY ON RAILROAD PROPERTY), (EMERGENCIES), other sections of the contract GENERAL CONDITIONS.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project

Contractor's Instructions for Submitting Certified Payroll

To ensure that the federal requirement for the weekly submission of certified payrolls with social security numbers is met, the following instructions will be given to the prime contractor by listing them in the contract as follows:

This contract may include work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the Alaska Department of Labor Workforce Development (DOLWD) and/or it may include work on a federally funded construction project and be subject to U. S. Department of Labor Davis-Bacon Act wage/certified payroll requirements.

As part of the contract the following will be required:

1. All contractors on a construction project funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor (www.access.gpo.gov/davisbacon/ or <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be sent to ARRC within seven days after the regular "payday" for that certified payroll at the following address:

The Alaska Railroad Corporation
Attn: Certified Payroll
P.O. Box 107500
Anchorage, AK 99510-7500

The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.

4. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor's complete name**, including joint ventures, Inc., LLC., etc.
 - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state

iii. **Employee's**

- a. Name
 - b. Address (domicile and mailing)
 - c. Social security number
 - d. Job classification
 - e. Hours worked
 - f. Wages/fringe benefits paid
- iv. **Contracting agency project number**, which is the ARRC contract/purchase order number and is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.
- v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. If no work is completed during a given week, the contractor must nonetheless submit a certified payroll for that week, with the appropriate consecutive payroll number for that week, and write "No Work Performed" on payroll.
- vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed within seven days of the payment date of the payroll.
- vii. **Stamp or write "Confidential"** on the certified payroll to help insure the privacy of contractor employees.

Sample copies of DOLWD certified payroll forms with the "Statement of Compliance are shown in Figures 1 and 2 below.

Failure to timely submit complete and accurately filled out weekly certified payrolls to ARRC may result in the delay of payment on the contract.



Alaska Department of Labor & Workforce
Development
Labor Standards & Safety Division
Wage & Hour Administration

CERTIFIED PAYROLL

Contractor Name		SubContractor		Address							
Alaska Strong Steel, Inc				782 Northridge Avenue, Anchorage, AK 99503							
Phone	Contractor License No.	Week Ending	Contracting Agency Project #	Dept. Labor Project #	Project Name and Location	Contract Amount	Date Work Started	Est. Completion Date			
907-555-1212	28888	18-Dec-04	35014	04/12-1500	Gold Creek Bridge Repair	\$50,000.00	12-Dec-04	October-05			
Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee		Specific Work Class Code (Including Certifications for Electrician, Welder, Painter, Asbestos Workers, Truck drivers include truck license number)	Union Membership? If NONE put N/A	Apprentice (%) if Applicable	Day of the Week	DEDUCTIONS			Total Deductions	Net Amount Paid	Check No. Issued
Social Security numbers (SSN) MUST be included for all employees					S M T W T F S	FICA	FED WH TAX	ESD	OTHER (EPL/AN) Dental or Medical Insurance		
Joe H. Worker, SSN: 555-55-5555		S0301									
316 Timber Lake Road		Classification:									
Anchorage, AK 99515		Certificate #									
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		Certificate #									

APPENDIX C

FORMS

QUESTIONNAIRE
(Revised 1-31-06)

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of nonresponsiveness and/or nonresponsibility.

Project _____

Name of Your Business: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Date Firm Established: _____

How many years has the business been under the above name? _____

Previous business name(s) if any: _____

Federal Tax ID Number: _____

Business License Number: _____

Contractor License Number (For Construction: _____

Bid Acceptance Period _____ Days. (Bids providing less than thirty-day (30) calendar days for acceptance may be considered nonresponsive and may be rejected.)

Discount for prompt pay _____ % _____ days.

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation

Continued on the next page

List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client's name, contract amount, contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.

Clients name, Contact person, Contact info. Description of Work and Contract Amount
(telephone, fax, and email)

<u>List any other business related experience:</u>	

Are you acting as a broker or the primary supplier in this transaction?

- ☐ Broker
☐ Primary Supplier

Business Information (Please check all that apply):

- ☐ The business is Individual
☐ The business is a Partnership
☐ The business is a Non-Profit
☐ The business is a Joint-Venture
☐ The business is a Corporation incorporated under the laws of the State of _____
☐ The business is full-time
☐ The business is part-time
☐ The business is not a certified Disadvantaged Business (DBE)
☐ Business is a certified DBE
☐ DBE was certified by State DOTPF
☐ DBE was certified by the Municipality of Anchorage
☐ Business is an 8(a)/WBE/MBE and is certified by SBA
☐ B business was certified by _____
☐ DBE Certification # is _____

Firms Annual Gross Receipts:

- ☐ <\$500,000
☐ \$500,000 - \$999,999
☐ \$1,000,000 - \$4,999,999
☐ \$5,000,000 - \$9,999,999
☐ \$10,000,000 - \$16,999,999
☐ >\$17,000,000

Completed by: _____ Title: _____

Signature: _____ Date: _____

Page 2 of 2, Form 395-0136

**ALASKA RAILROAD CORPORATION
CONSTRUCTION BID FORM of**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation for Bids No. _____, dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of _____ Located at or near _____, according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the quantities, where such are specified in the Cost Schedule or on the plans for this Project, are approximate only and subject to increase or decrease, and that he/she 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 **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete the work by _____, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish a Payment Bond in the amount of One Hundred Percent (100%) and a Performance Bond in the amount of One Hundred Percent (100%) (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

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

Addenda No. Date Issued	Addenda No. Date Issued	Addenda No. Date Issued
---------------------------	---------------------------	---------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she 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/her signature below:

Signature

Name and Title of Person Signing

Telephone Number

Facsimile Number

Form 395-0121 (12/99)

ALASKA RAILROAD CORPORATION

BID BOND

		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	
		<i>STATE OF INCORPORATION</i>	
SURETY(IES) (Name and business address)			
PENAL SUM OF BOND		DATE OF BID	
<p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), 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.</p> <p>THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on the following project: , in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.</p> <p>If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC created by this bond shall be in full force and effect.</p> <p>If the Principal enters into the contract, then the foregoing obligation is null and void.</p>			

PRINCIPAL				
Signature(s)				Corporate Seal
Name(s) & Titles [Typed]				
CORPORATE SURETY(IES)				
	Name of Corporation		State of Incorporation	Liability Limit
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	
CORPORATE SURETY(IES)				
S U R E T Y C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. dba Smith/Jones Builders, a Joint Venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date. Form 395-0120



SAMPLE CONTRACT

ALASKA RAILROAD CORPORATION CONSTRUCTION CONTRACT Contract Number: _____

This **CONTRACT**, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and

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

Billing Information: Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, 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 following 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, the project being situated as follows:

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 ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC 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 ARRC. 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 any 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 ARRC, 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 ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC 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

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name
Form 395-0122

ALASKA RAILROAD CORPORATION

SUBCONTRACTOR LIST

[First Tier Subcontractors Only]

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 (5th) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

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

Scope of work must be clearly defined. If an item of work is to be performed by more than one (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable:

☐

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

Or

☐

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION BELOW]

I hereby certify that the above-listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT FAX NUMBER Form 395-0131

ALASKA RAILROAD CORPORATION PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ of:

_____ as Principal, and _____ of:

_____ as Surety, firmly bound and held unto the Alaska Railroad Corporation 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 Alaska Railroad Corporation, 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 Alaska Railroad Corporation, on the _____ of _____, 20____,

For _____,

said work to be done according to the terms of said contract.

ARRC Bid Number: _____

NOW, THEREFORE, the conditions of the foregoing obligation is 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 this _____ day of _____, 20____.

Principal: _____

Address: _____

Telephone number: _____

Contact Name: _____

By: _____

By: _____

Surety:_____

Address:_____

Contact Name:_____

By:_____

By:_____

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

Alaska Railroad Corporation Authorized Representative]

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted 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 entered in words and in figures.
4. 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.

Form 395-126

ALASKA RAILROAD CORPORATION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ of:

as Principal, and _____ of:

as Surety, firmly bound and held unto the Alaska Railroad Corporation 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 Alaska Railroad Corporation, 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 Alaska Railroad Corporation, on the _____ of _____, 20____, for _____

said work to be done according to the terms of said contract.

ARRC Bid Number: _____

NOW, THEREFORE, the conditions of the foregoing obligation is 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 Alaska Railroad Corporation any sums paid him/her 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 this _____ day of _____, 20____.

Principal: _____

Address: _____

Telephone Number: _____

Contact Name: _____

By: _____

By: _____

Surety:_____

Address:_____

Contact Name:_____

By:_____

By:_____

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

Alaska Railroad Corporation [Authorized Representative]

Date

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted 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 entered in words and in figures.
4. 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.

Form 395-0127

APPENDIX D

GENERAL CONDITIONS **(CONSTRUCTION)**

(Revised 01/08/16)

1. 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 Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

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

Terms not defined below shall have their ordinary accepted meanings within the context in which they are used. "Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1961", or subsequent revision thereof, shall provide ordinarily accepted meanings. 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.

Acceptance Tests - Quality Control tests taken by the CONTRACTOR, the results for which are used by the OWNER to determine whether the Work complies with the requirements of the Contract Documents.

Access Road - The right-of-way, the roadway, and all improvements constructed thereon connecting the Site to a public thoroughfare.

Addenda: All clarifications, corrections, or changes issued graphically or in writing by the Owner after the Invitation to Bid but prior to the opening of Bids.

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

Affiliate - Affiliate shall mean any subsidiary of Contractor, and any other entity in which Contractor has a financial interest or which has a financial interest in Contractor (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls Contractor).

Allowances - Allowances shall mean the allowance amounts shown in the Schedule of Values, together with such further allowances as may be developed by the parties as the Project progresses. Any unused Allowance shall be retained by Owner.

Amendment - Amendment shall mean a written modification of the Contract (including without limitation any agreed change to the Contract Price), identified as an Amendment, and executed by the Contractor and the OWNER.

Application for Payment: The form provided by the Owner which is used by the Contractor in requesting progress or Final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval: Means written approval by the Owner or his authorized representative as defined in paragraph 2.1.

Architect/Engineer (A/E): A person, firm, or corporation, other than the CONTRACTOR or those engaged by the CONTRACTOR, retained directly by the OWNER to prepare Drawings, Specifications and other Contract Documents, perform construction administration services, or other Project related services.

ARRC: Initials which stand for Alaska Railroad Corporation.

ARRC Procurement Rules: Means the Rules governing the procurement of supplies, services, professional services and construction adopted by ARRC in accordance with A.S. 36.30.015(e). Said Rules may be downloaded from ARRC's web site, www.alaskarailroad.com, under General Information, Purchasing/Contracts.

A.S.: Initials which stand for Alaska Statute.

Award: The acceptance, by the Owner, of the successful Bid.

Bid: The offer of a Bidder, on the prescribed form to perform the Work in accordance with the Contract Documents at the prices quoted.

Bid Bond: The security furnished with a Bid to guarantee that the Bidder will enter into a Contract if his Bid is accepted by the Owner.

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

Business Days: Business Days shall mean every day except Saturday, Sunday, and Holidays.

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

Change Order: A written order by the Owner directing changes to the Contract, within its general scope of the Contract Documents, issued under the provisions of Articles 9 and/or 10 in administering the Contract, including OWNER's written change Directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

Claim: A demand by CONTRACTOR pursuant to Article 15 for review of the denial of CONTRACTOR's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

Conditions of the Contract: Those portions of the Contract Documents which define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other Conditions specified in the Invitation to Bid.

Contract: The Contract Documents form the Contract between the Owner and the Contractor for the Work to be performed. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

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 Owner 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 to enter into and administer the Contract on behalf of the Owner. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Contractor: The individual, firm, corporation or any acceptable combination thereof, contracting with the Owner for performance of the Work.

Contract Amount: The total moneys payable by the Owner to the Contractor under the terms of the Contract Documents.

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

Consultant: A person, firm, agency or corporation retained by the Owner to prepare Contract Documents, perform construction administration services, or other Project related services.

Critical Path: The sequence of activities, events, and dependencies that determine the longest overall duration and the shortest time possible, to complete the Project. Any delay of an activity on the Critical Path directly affects the planned Project completion date (i.e., there is no float on the Critical Path).

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

Design Team: The A&E's dedicated staff working on the design of the Project with responsibility for development of the Design Development Documents.

Design Development Documents: Means the Drawings and other documents that fix and describe the size and character of the entire Project, including architectural, structural, mechanical, and electrical systems, Materials, and such other elements as may be appropriate. These documents include the draft plans, progress plans, and Final PS&E.

Direct Cost: Means, unless otherwise provided in the Contract Documents, the cost of Materials, including sales tax, cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; rental cost of Equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work.

Directive: A written communication to the Contractor from the Owner 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 Owner or the Owner's Consultant and are by reference made a part of the Contract Documents.

Effective Date of the Contract: The date on which the Contract is fully executed by both Contractor and the Owner.

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 OWNER's written acceptance of the Work following Final Completion and the performance of all Contract requirements by the CONTRACTOR.

Final Completion: The Work (or specified part thereof) has progressed to the point that all Work is complete as determined by the Owner.

Final Payment: The last payment to be made to the CONTRACTOR following the issuance of and Final Acceptance.

Final PS&E: The final, stamped, and sealed Plans, Specifications, and estimate used to construct the Project.

General Requirements: Sections of the Contract Documents which contain administrative and procedural requirements as well as requirements for temporary facilities.

Holidays: The Owner recognizes the following Holidays:

- New Year's Day - January 1
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Columbus Day-Second Monday in October
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Christmas Day - December 25

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

Inspector: The OWNER's representative authorized to make determinations and inspections of Contract performance and materials.

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

Invitation to Bid: The public announcement, as required by law, inviting Bids for Work to be performed and/or materials to be furnished.

Laboratory: The official testing laboratories of the OWNER or such other laboratories as may be designated by the OWNER or identified in the Contract Documents.

Markup Fee: The maximum rates of cost markup as outlined in Article 10.6 to cover both the overhead and profit of CONTRACTOR, a Subcontractor or Supplier, to be used in Change Order price determination as described in Articles 10.3, 10.4 and 10.5.

Materials: Any natural or manmade substances specified for use in the construction of the Project.

Notice of Intent to Award: The written notice by the Owner to all Bidders identifying the apparent successful Bidder and establishing the Owner'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.

Offer: A bid in connection with an Invitation to Bid and a proposal in connection with a Request for Proposals.

Offeror: A bidder in connection with an Invitation to Bid and a proposer in connection with a Request for Proposals.

Owner: The Alaska Railroad Corporation ("ARRC") or its authorized representative(s).

Payment Bond: The security furnished by the Contractor and his Surety to guarantee payment of the debts arising out of performance of the Work.

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

Person: An entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

Plans: The Drawings and other documents which show the location, type, dimensions, and details of the Work to be performed under the Contract.

Pre-construction Meeting: A preparatory meeting between the CONTRACTOR and the OWNER, 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.

Project Manager: The authorized representative of the Owner who is responsible for administration of the Contract.

Project Records: Means all information in any way relating to the Project or performance of the Contract, including but not limited to all:

- Financial and accounting records and information;
- Correspondence - including internal communications, E-mails, field notes, file notes, diary entries, and communications among the OWNER, CONTRACTOR, Subcontractors, and governmental authorities;
- Notices, orders, permits, and opinions;
- Survey data - including survey drawings, reports, maps, original computations, and other data;
- Materials testing records and Materials certifications;
- Work Products;
- All other documents and information whether generated by or for, or received by, the CONTRACTOR in performance of the Contract; whether any of such records are:
 - Paper-based;

- In the form of electronic data;
- In electronic/digital format capable of being reduced to paper-based or electronic/digital format;
- In audio format; or
- In a format that constitutes visual reproductions such as photos or videotape, in any way relating to the Project.

Proposal: Means the written Offer submitted by a Person in response to an Invitation to Bid or RFP, to do stated Work in the manner indicated and at the prices quoted.

Proposal Guaranty: The security furnished with a Proposal to guarantee that the Offeror will enter into a Contract if the OWNER accepts his Proposal.

Quality Assurance (QA): Tests and inspections performed by or on behalf of the OWNER to evaluate the methods, accuracy, precision, and reproducibility of Quality Control and material acceptance tests.

Quality Control (QC): Tests and inspections by the CONTRACTOR to insure that the Work conforms to the requirements of the Contract Documents and may determine its acceptability for payment.

Regulatory Requirements: All laws, rules, regulations, ordinances, codes and/or orders applicable to the Work.

Schedule of Values: The OWNER's document, submitted by the CONTRACTOR and reviewed and approved by the Project Manager, which shall serve as the basis for computing payment and for establishing the value of separate items of Work that comprise the Contract Price.

Scope Change: Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to the CONTRACTOR at the time of execution of the Fixed Price Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the OWNER under the Contract beyond that identified or inferable from the Fixed Price Supporting Documents (but in the case of Allowance items, the Contract Price will increase only if the cost to OWNER of the Allowance items exceeds the total amount of the Allowances).

Self-Performed Work: Work by the CONTRACTOR with its own forces in accordance with the terms and conditions of the Contract Documents and that is not performed by Subcontractors or Suppliers.

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.

Site: Means the geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

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. Specifications may include a description of any requirement for inspecting, testing or preparing a

material, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

Standards: References to standards, material specifications, test methods, or other publications of Alaska Department of Transportation and Public Facilities (DOT&PF), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), other governmental agencies, or other recognized national organizations that have been officially adopted by those agencies and organizations. The applicable standard, test method, material specification, or other reference shall be that which is in effect on the date the activity governed by the standard, method, etc., is performed.

Standard Specifications: Means the Alaska Department of Transportation and Public Facilities Specifications for Construction, current published edition unless another organization is otherwise specified.

Subcontractor: An individual, firm, or corporation to whom the Contractor 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 Owner as evidenced by the Owner'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 Owner covering Work that is not within the general scope of the Contract.

Supplemental Drawings: Means detailed Drawings for Work or methods of construction furnished by the OWNER that are Project-specific, and are denoted by title in the Project title block.

Supplemental Conditions: The part of the Contract Documents that amends or supplements these General Conditions or other Contract Documents.

Supplier: A manufacturer, fabricator, distributor, material man 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, aircraft, and/or vehicular traffic through or around a construction area.

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

Utility or Utilities: 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 runway 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.

Validate: When required by the Contract Documents to validate a dimension or condition, the CONTRACTOR will be responsible for substantiating or verifying that the dimension or condition as represented in the Contract Documents meets the desired intent in sufficient time to allow correction prior to impacting the Work.

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.

Work Product: Means the Plans and Specifications, Drawings, Final PS&E and all other documents, analysis, computations, models, computer programs, and information obtained or developed for the Project or in performance of the Work, in or capable of being reduced to tangible paper-based, electronic, audio, or video format, whether or not designated as a deliverable under the Contract.

2. ARTICLE 2 - AUTHORITIES AND LIMITATIONS:

2.1 AUTHORITIES AND LIMITATIONS:

- 2.1.1 The Owner alone shall have the power to bind the Owner and to exercise the rights, responsibilities, authorities and functions vested in the Owner by the Contract Documents, except that the Owner shall have the right to designate in writing authorized representatives to act for him.
- 2.1.2 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 interests of the Owner that individual or organization shall be deemed to be the Owner's authorized representative under this Contract but only to the extent so specified.
- 2.1.3 The Owner may, at any time during the performance of this Contract, vest in any such authorized representatives' additional power and authority to act for the Owner or designate additional representatives, specifying the extent of their authority to act for the Owner. A copy of each document vesting additional authority in or removing that authority from an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.
- 2.1.4 The Owner reserves the right to appoint a new Project Manager without affecting any of the Contractor's obligations to the Owner under this Contract.
- 2.1.5 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 Owner.

- 2.1.6 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.
- 2.1.7 Should the Owner or his authorized representative designate Consultant(s) to act for the Owner as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any Contractual obligation or duty of the Consultant to the Contractor, any subcontractor, any supplier, or any other organization performing any of the Work or any Surety representing them.
- 2.1.8 The term "Owner" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Owner when authorized in accordance with Paragraph 2.1.1.

2.2 EVALUATIONS BY OWNER:

- 2.2.1 The Owner will decide all questions which may arise as to:
 - 2.2.1.1 Quality and acceptability of materials furnished;
 - 2.2.1.2 Quality and acceptability of Work performed;
 - 2.2.1.3 Compliance with the Schedule of Progress;
 - 2.2.1.4 Interpretation of Contract Documents;
 - 2.2.1.5 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, whenever 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 Owner".
- 2.2.3 When such terms are used to describe a requirement, direction, review or judgment of the Owner 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).
- 2.2.4 The use of any such term or adjective shall not be effective to assign to the Owner 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.

2.3 MEANS & METHODS:

- 2.3.1 The means, methods, techniques, necessary equipment and manpower, supervision, quality control measures, 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:

- 2.4.1 The Owner will make visits to the site, off-site fabrication sites 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.
- 2.4.2 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.

3. ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE:

3.1 INCOMPLETE CONTRACT DOCUMENTS:

- 3.1.1 The execution of the Contract by the Contractor is considered a representation that the Contractor examined the Contract Documents to make certain that all sheets and pages were provided and that the Contractor is satisfied as to the conditions to be encountered in performing the Work.
- 3.1.2 The Owner 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:

- 3.2.1 The OWNER shall furnish to the CONTRACTOR at least one electronic and one paper copy of the Contract Documents, and up to the number of additional copies specified in the Supplemental Conditions.
- 3.2.2 Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 SCOPE OF WORK:

- 3.3.1 The Contract Documents comprise the entire Contract between the Owner and the Contractor concerning the Work.
- 3.3.2 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.
- 3.3.3 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.
- 3.4.2 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 Amount or Contract Time, whether or not specifically called for.
- 3.4.3 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, in the Effective Date of the Contract if there was no advertisement).
- 3.4.4 However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner 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 Owner or any of the Owner'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.
- 3.4.5 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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.
- 3.5.2 Work in the area by the Contractor shall imply verification of figures, dimensions and field measurements.
- 3.5.3 If, during the above study or during the performance of the Work, the Contractor finds a conflict, error, discrepancy or omission in the Contract Document, 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 Owner.
- 3.5.4 The Contractor shall obtain a written interpretation or clarification from the Owner before proceeding with any Work affected thereby.
- 3.5.5 Any Work or adjustment made by the Contractor without this determination shall be at his own risk and expense.
- 3.5.6 However, the Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should of reasonably have known thereof.

3.6 DISCREPANCY - ORDER OF PRECEDENCE:

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

- 3.6.1.1 Contract Amendments and Change Orders
- 3.6.1.2 Supplemental Conditions
- 3.6.1.3 General Conditions
- 3.6.1.4 Technical Specifications
- 3.6.1.5 Drawings
- 3.6.1.6 AKDOT Standard Specifications
- 3.6.1.7 AKDOT Standard Drawings

In addition, the following shall apply:

Notes on a Drawing shall take precedence over drawing details.
Recorded dimensions will govern over scaled dimensions.
Large scale details will govern over small scale details.
Schedules (e.g. equipment schedules, finish schedules, door schedules, material schedules and all similar type schedules where identified) in Specifications or Plans will govern over plans.

3.6.2 The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If the Contractor discovers an error or omission, the Owner shall be promptly notified. The Owner will make corrections and interpretation as necessary to fulfill the intent of the Contract. Scaled measurements shall not be used when the dimensions on the plan are given or can be computed.

3.7 CLARIFICATIONS AND INTERPRETATIONS:

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

3.8 REUSE OF DOCUMENTS:

3.8.1 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 Owner shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the Owner and they shall not reuse any of the Contract Documents on extensions of the Project or any other Project without written consent of the Owner.

3.8.2 Contract Documents prepared by the Contractor in connection with the Work shall become the property of the Owner.

3.9 DOCUMENT CONTROL:

3.9.1 The CONTRACTOR shall manage and conduct its correspondence with OWNER as follows.

- 3.9.2 Correspondence Requirements – All notices and other communications concerning the Contract shall be in English. All correspondence shall be identified by OWNER's Contract number and shall reference the Contract section, if any, applicable to the subject of the correspondence.
- 3.9.3 Document Identification and Coding – CONTRACTOR shall assign a unique sequential identifying code or serial number to each item of correspondence transmitted to OWNER. OWNER will include the identifying code or serial number in its response. In responding to correspondence from OWNER, the CONTRACTOR shall reference OWNER's identifying code or serial number on the CONTRACTOR's return correspondence.
- 3.9.4 Use of Electronic Mail – Electronic mail (E-mail) may be used between the CONTRACTOR and OWNER with OWNER's prior written consent (which may be withdrawn at any time). Notwithstanding any written consent, E-mail shall not, under any circumstance, constitute formal notice under the Contract, and in particular, shall not constitute notice of a Claim for time or cost.
- 3.9.5 Retention of Project Records – Notwithstanding any other provision to the contrary, the CONTRACTOR shall maintain all Project Records (including copies of all original documents delivered to OWNER) for a minimum of three years from date of Final Payment or resolution of all disputes relating to the Contract, whichever is later (the "Record Retention Period"). CONTRACTOR shall notify OWNER where such Project Records are kept. Further, the CONTRACTOR shall require in each of its contracts with Subcontractors, Suppliers, and consultants that they shall keep and preserve all of their Project Records for the Record Retention Period and require that each of their lower-tier subcontractors, suppliers and consultants do likewise.
- 3.9.6 Maintenance of, Access to, and Audit of Project Records – For the duration of the Contract, CONTRACTOR shall maintain at its Project Manager's local Project office a complete set of all Project Records. CONTRACTOR shall afford OWNER access to such records for inspection and copying as OWNER may request in connection with the issuance of Change Orders, the resolution of disputes, audits and inspections, and such other matters as OWNER reasonably deems necessary for purposes of verifying compliance with the Contract and applicable Regulatory Requirements. CONTRACTOR shall make these records and documents available for audit and inspection to OWNER at CONTRACTOR's office within the Municipality of Anchorage, at all reasonable times, without charge, and shall allow such persons to make copies of such documents (at no expense to the CONTRACTOR). Further, the CONTRACTOR shall require in each of its contracts with Subcontractors, Suppliers, and consultants that they shall grant to OWNER access to such records for inspection and copying at any time during normal business hours upon reasonable notice and require that their lower-tier subcontractors, suppliers, and consultant do likewise.
- 3.9.6.1 Where the payment method for any Work is on a time and material basis, such examination and audit rights shall include all books, records, documents, and other evidence sufficient to identify all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of such Work. If the audit indicates the CONTRACTOR has been over-credited under a previous progress report or progress payment, that over-credit will be credited against current progress reports or payments.

3.9.6.2 For cost and pricing data submitted in connection with pricing Change Orders, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law, OWNER and its representatives have the right to examine all books, records, documents, and other data of the CONTRACTOR related to the negotiation of or performance of Work under such Change Orders for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by such OWNER to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

3.9.6.3 In every case in which the CONTRACTOR is required to retain for the benefit of OWNER or produce to OWNER information from CONTRACTOR's Subcontractors or Suppliers, CONTRACTOR shall include in each subcontract and purchase order a requirement that the Subcontractor or Supplier retain or produce such information to OWNER.

3.9.7 Audit Rights – All Claims filed against OWNER shall be subject to audit. The audit may be performed by employees of OWNER or by an auditor under contract with OWNER. No notice is required before commencing any audit. CONTRACTOR, its Subcontractors, and their agents shall provide adequate facilities, acceptable to OWNER, for the audit during normal business hours. CONTRACTOR, its Subcontractors, and their agents shall cooperate with the auditors. Failure of the CONTRACTOR, its Subcontractors, and their agents to maintain and retain sufficient Project Records to allow the auditors to verify all or a portion of the Claim, or to permit the auditor reasonable and timely access to the Project Records, shall constitute a waiver of the Claim and shall bar any recovery thereunder.

3.9.7.1 CONTRACTOR shall make available to OWNER and its auditors all Project Records, including but not limited to:

- a. Daily time sheets and supervisor's daily reports;
- b. Union agreements;
- c. Insurance, welfare, and benefits records;
- d. Payroll registers;
- e. Earnings records;
- f. Payroll tax forms;
- g. Material invoices and requisitions;
- h. Material cost distribution work sheets;
- i. Equipment records (list of company Equipment and rates);
- j. Subcontractors' (including Suppliers) invoices;
- k. Subcontractors' and agents' payment certificates;
- l. Canceled checks (payroll and Suppliers);
- m. Job cost report;
- n. Job payroll ledger;
- o. General ledger;
- p. Cash disbursements journal;
- q. All documents that relate to each and every claim, together with all documents that support the amount of damages as to each claim; and

- r. Work sheets used to prepare the claim establishing the cost components for items of the claim, including labor, benefits and insurance, Materials, Equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

3.9.7.2 Full compliance by the CONTRACTOR with the provisions of this Article 3.8 is a contractual condition precedent to CONTRACTOR's right to seek judicial relief.

3.9.8 Audits – OWNER, its authorized representatives, any firm of auditors appointed by OWNER and other authorized governmental authorities shall have access at all reasonable times to all Project Records maintained by the CONTRACTOR and its Subcontractors and Suppliers and their respective agents and employees for the purpose of auditing and verifying the CONTRACTOR's costs claimed to be due and payable hereunder. OWNER shall also have the right to reproduce any such records. CONTRACTOR shall make said evidence (or, to the extent accepted by OWNER, authentic reproductions thereof) available to OWNER at the CONTRACTOR's offices at all reasonable times and without charge.

3.9.8.1 The operations of the CONTRACTOR and its Subcontractors and Suppliers shall be subject at any time to audits by OWNER and other authorized governmental authorities to verify compliance with all Contract requirements relative to practices, methods, procedures, and documentation required under generally accepted accounting practices and principles.

3.9.8.2 With respect to changes in the Work, the following shall apply:

- a. If the CONTRACTOR has submitted cost or pricing data in connection with the pricing of any change to the Work, OWNER and other authorized governmental authorities shall have the right to examine, copy, and audit Project Records, including computations and projections; related to negotiating, pricing, or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data.
- b. Unless the agreed-upon method of payment for any change in the Work is to be on a time and material basis, the CONTRACTOR shall maintain and segregate relevant Project Records, including cost and pricing data, books, documents, and any other accounting evidence sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred.
- c. At any time during the term of the Contract and for a period of three years from the date of Final Payment under the Contract, OWNER shall have the right to examine all Project Records, including but not limited to books, documents, and other data that relate to the negotiation and/or performance of any Work, for the purpose of evaluating the accuracy and completeness of the cost or pricing data submitted by the CONTRACTOR.
- d. To the extent that the examination reveals inaccurate, incomplete, or non-current data, the data shall be considered defective. If the audit indicates the CONTRACTOR has been overpaid under a previous payment application such

overpayment will be credited against current progress payment applications, and the Change Order price shall be adjusted.

- e. OWNER or its authorized representatives may require that the CONTRACTOR supply appropriate documentation to support the prices proposed for changes in the Work and may refuse to complete negotiations until satisfactory documentation is submitted. CONTRACTOR's Project Records pertaining to such Change Order pricing shall be subject to audit and inspection.
- f. Also subject to audit review by OWNER, or its authorized representatives, shall be the CONTRACTOR's Project Records relating to those items on a progress payment application that relate to the following:
- g. Work performed on a time and materials basis;
- h. Materials not yet incorporated into the Project; and
- i. Work performed under a Change Order negotiated on a time and materials, unit price, or lump sum basis.
- j. If the audit indicates that the CONTRACTOR has been overpaid under a previous payment application, that overpayment shall be deducted from current progress payment applications.

4. ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS:

4.1 AVAILABILITY OF LANDS:

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

4.2 VISIT TO SITE:

- 4.2.1 The execution of the Contract 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:

- 4.3.1 Reference may be made in the Contract Documents for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Owner in preparation of the Contract Documents.
- 4.3.2 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.
- 4.3.3 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:

- 4.4.1 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 Owner by the owners of such underground utilities.
- 4.4.2 The Contractor shall have full responsibility for:
 - 4.4.2.1 Reviewing and checking all information and data concerning utilities.
 - 4.4.2.2 Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.
 - 4.4.2.3 Coordination of the Work with the owners of all utilities during construction.
 - 4.4.2.4 Safety and protection of all utilities as provided in paragraph 6.16.
 - 4.4.2.5 Repair of any damage to utilities resulting from the Work in accordance with paragraphs 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 owner to facilitate the Work.
- 4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the utility owner and the Owner.
- 4.4.5 If service is interrupted repair Work shall be continuous until the service is restored.
- 4.4.6 No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.
- 4.4.7 No Work shall be undertaken within the project limits until the Contractor has provided to the Owner a locate confirmation number from Alaska Digline and identified in the field, utility locates prior to any ground disturbance activities deeper than 6 inches. The Contractor will be required to maintain a record of the utility locates and remark any locates that are lost or destroyed.

4.5 DAMAGED UTILITIES:

- 4.5.1 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.

4.5.2 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 Owner, all materials, equipment and labor necessary to complete repair of the damage:

4.5.2.1 When the utility is shown or indicated in the Contract Documents.

4.5.2.2 When the utility has been located by the utility owner.

4.5.2.3 When no locate was requested by the Contractor for utilities shown or indicated in the Contract Documents.

4.5.2.4 All visible utilities.

4.5.2.5 When the Contractor could have, otherwise, reasonably been expected to be aware of such utility.

4.5.2.6 When the Contractor has failed to have the utilities located or maintained the locate location marks.

4.6 UTILITIES NOT SHOWN OR INDICATED:

4.6.1 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 6.18) identify the Owner of such underground facility and give written notice thereof to that owner and to the Owner.

4.6.2 The Owner 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.

4.6.3. The Contract Documents will be amended or supplemented to the extent necessary through the issuance of a Change Order by the Owner.

4.6.4 During such time, the Contractor shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.16.

4.6.5 The Contractor may be allowed an increase in the Contract Amount 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:

4.7.1 The Owner will identify what he or she deem sufficient horizontal and vertical control data to enable the Contractor to survey and layout the Work.

4.7.2 If the Contractor deems that additional control is need to complete the work it shall be the Contractor's responsibility to place the additional control. The Contractor will be required to provide copies of the survey info and data of the additional control to the Owner.

4.7.3 All survey control work shall be performed under the direct supervision of a registered Land Surveyor.

- 4.7.4 Upon completion of survey work, all equipment and unused materials shall be removed and the Owner's property shall be left in a neat and clean condition satisfactory to the Owner.
- 4.7.5 Should the Contractor or its subcontractor fail to comply with the preceding subparagraph, the Owner may perform the required clean-up. All Owner costs and expenses for performing this work shall be collected from the Contractor.

5. ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION:

5.1 DELIVERY OF BONDS:

- 5.1.1 When the Contractor delivers the executed Contract to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish in accordance with paragraph 5.2.

5.2 BONDS:

- 5.2.1 The Contractor shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents.
- 5.2.2 These bonds shall remain in effect for one year after the date of Final Completion and until all obligations under this Contract, except special guarantees as per paragraph 12.7, have been met.
- 5.2.3 All bonds shall be furnished on forms provided by the Owner (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska.
- 5.2.4 The Owner may at his option copy the Surety with notice of any potential default or liability.

5.3 REPLACEMENT OF BOND AND SURETY:

- 5.3.1 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 Owner, or if any such Surety fails to furnish reports as to his financial condition as requested by the Owner, the Contractor shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to Owner.

5.4 INSURANCE REQUIREMENTS:

- 5.4.1 The Contractor shall carry and maintain throughout the life of this Contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the Owner shall be named as an additional named insured under the insurance coverage so specified, with respect to the performance of the Work.

- 5.4.2 There shall be no right of subrogation against the Owner or its agents performing work in connection with the Work, and this waiver of subrogation shall be endorsed upon the policies.
- 5.4.3 Insurance shall be placed with the companies acceptable to the Owner, and these policies providing coverage there under shall contain provisions that no cancellation or material changes in the policy shall become effective except upon 30 days prior written notice thereof to the Owner.
- 5.4.4 Prior to commencement of the Work, the Contractor shall furnish certificates to the Owner, in duplicate, evidencing that the insurance policy provisions required hereunder are in force.
- 5.4.5 Acceptance by the Owner of deficient evidence of insurance does not constitute a waiver of Contract insurance requirements.
- 5.4.6 The Contractor shall furnish the Owner with certified copies of policies upon request. The minimum coverages and limits required are as follows:
- 5.4.7 Worker's Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the Work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act and the Federal Employers Liability Act.
- 5.4.8 Commercial General Liability with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. Coverage shall not contain any exclusions of Explosion, Collapse, or Underground.
- 5.4.9 Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
- 5.4.10 If Work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$5,000,000.
- 5.4.11 If Work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$5,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may waived at the discretion of the Owner if the Contractor self-insures the equipment and will waive all rights of recovery against the Owner in writing.
- 5.4.12 Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The Owner has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

- 5.4.13 Where applicable, Pollution Liability insurance with a Project limit of not less than \$5,000,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards.
- 5.4.14 Builder's Risk Insurance: Coverage shall be on an "All Risk" completed value basis and protect the interests of the Owner the Contractor and his subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site and in transit from port of arrival to jobsite and while temporarily located away from the Project site.
- 5.4.15 All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Contractor agrees to maintain "claims made" coverage for a minimum of two years after Project Completion.
- a. Other Coverages: As specified in Supplemental Conditions.
 - b. 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 OWNER and to add the OWNER as an additional named indemnitee and as an additional insured.
- 5.4.16 CONTRACTOR shall furnish evidence of insurance to the OWNER before award of the Contract. All other coverage, including required subcontractor furnished insurance shall be evidenced prior to commencement of Work. Acceptance by the OWNER of deficient evidence does not constitute a waiver of Contract requirements as provided for by the Contract Documents.

The evidence shall be issued to the OWNER and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

Denote the type, amount, and class of operations covered;
Show the effective (and retroactive) dates of the policy;
Show the expiration date of the policy;
Include all required endorsements;
Be executed by the carrier's representative; and
If a certificate of insurance, include 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). The insurance carrier agrees that it shall notify the Contracting Officer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

5.5 INDEMNIFICATION:

- 5.5.1 The Contractor shall indemnify, save harmless, and defend the Owner and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the Work 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 negligence of the Owner or its agents.

6. ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

6.1 SUPERVISION OF WORK:

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent. The Owner 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 Completion.
- 6.1.4 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.
- 6.1.5 All communications given to the superintendent shall be as binding as if given to the Contractor.
- 6.1.6 The Contractor shall cooperate with the Owner in every way possible.
- 6.1.7 Any Contractor's supervisor's, manager's or personnel that the Owner deems uncooperative, disruptive, combative or lacking sufficient knowledge, the Owner, in writing, will demand that person be replaced. The replacement of said person will be at the sole discretion of the Owner and the Contractor will have 7 days to comply and the Contractor will do so without affecting any of the Contractor's obligations to the Owner under this Contract.

6.2 CHARACTER OF WORKERS:

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

6.3 CONTRACTOR TO FURNISH:

- 6.3.1 Unless otherwise specified in the Contract Documents, 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.

6.4 MATERIALS AND EQUIPMENT:

- 6.4.1 All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- 6.4.2 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 Owner or any of the Owner'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.

6.5 ANTICIPATED SCHEDULES:

- 6.5.1 The construction of this project shall be planned and recorded with a Critical Path Method ("CPM") schedule. The schedule shall be used for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, supplies, utility companies and review activity of the Owner. Within a reasonable time prior to the preconstruction conference, the Contractor shall submit for Owner's approval, a detailed initial CPM schedule. The schedule shall meet the requirements set forth below. The construction time for the entire project shall not exceed the specified Contract Time. Following the Owner's review, if revisions to the proposed CPM schedule are required, the Contractor shall do so promptly. The CPM schedule must be finalized within 30 days of the Notice to Proceed. The contractor shall submit a baseline schedule narrative and progress narratives including:
 - 6.5.1.1 Describe the construction philosophy supporting the approach to the work outlined in the baseline schedule.
 - 6.5.1.2 Describe any limited resources, potential conflicts, or other salient items that may affect the schedule and how they may be resolved.
 - 6.5.1.3 Describe the critical path and identify challenges that may arise associated with the critical path.
 - 6.5.1.4 Provide list of applicable activities and justification for usage of: Activities with durations exceeding 15 days, Constraints, Unusual calendars Assumptions and calculations for non-work weather days added to calendars, and Lags.
- 6.5.2 The CPM schedule shall be presented as a Precedence Diagram Network developed in the activity-on-node format and shall include a description of no less than 15 major project activities, the duration of each of the project activities, the resources required for each of the project activities, including:

- 6.5.2.1 labor, showing workdays per week, holidays, shifts per day, men per shift, and hours per shift;
- 6.5.2.2 Equipment, including the number of units of each type of equipment; and Materials.
- 6.5.3 Owner reserves the right to adjust or add to the required project activities.
- 6.5.4 The activity-on-node diagram shall show the sequence and interdependence of all activities required for complete performance of all items of Work under this Contract, including shop drawings submittals and reviews and fabrication and delivery activities. No activity duration shall be longer than 15 working days without the Owner's approval. Owner reserves the right to limit the number of activities on the schedule. Clearly show the critical path using the longest path schedule option setting to define the critical activities.
- 6.5.5 Before proceeding with any Work on site, the Contractor shall prepare, submit, and receive the Owner's approval of a 60-Day Preliminary Schedule. The Preliminary Schedule shall provide a detailed breakdown of activities scheduled for the first 60 days of the project and summary of activities for Work beyond 60 days. Said schedule shall include mobilization, submittals, procurement, and construction.
- 6.5.6 No Work may be pursued at the site without an approved 60-Day Preliminary Schedule or an approved CPM schedule. A Finalized CPM Schedule with detailed breakdown of activities for the entire contract period shall be submitted prior to the first progress payment and accepted prior to application of the second progress payment. The Contractor shall create a baseline schedule of the Accepted Finalized Schedule.
- 6.5.7 Within fifteen days after the date of the Notice to Proceed, the Contractor shall submit to the Owner for review: anticipated schedule of Shop Drawing submissions, and anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Amount and will subdivide the Work into no less than 15 line item component parts to serve as the basis for progress payments during construction.
- 6.5.8 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.
- 6.5.9 The CPM schedule shall be submitted in a MS Project 2010 format. Other formats maybe use with the Owner's approval. For each submittal required hereunder, Contractor shall submit one copy in an electronic format and one hard copy.

6.6 FINALIZING SCHEDULES:

- 6.6.1 Prior to processing the first Application for Payment, the Owner and the Contractor will finalize the schedules required by paragraph 6.5.
- 6.6.2 Acceptance by the Owner of the progress schedule will neither impose on the Owner nor relieve the Contractor from full responsibility for the progress or scheduling of the Work.

- 6.6.3 If accepted, the Finalized Schedule of Shop Drawings and other required submissions will be acceptable to the Owner as providing a workable arrangement for processing the submissions. If accepted the Finalized Schedule of Values will be acceptable to the Owner as an approximation of anticipated value of Work accomplished over the anticipated Contract Time.
- 6.6.4 Receipt and acceptance of a schedule submitted by the Contractor shall not be construed to assign responsibility for performance or contingencies to the Owner 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.
- 6.6.5 Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

6.7 ADJUSTING SCHEDULES:

- 6.7.1 Progress meetings will be held bi-weekly by the Owner and the Contractor for the purpose of updating the CPM schedule. Progress will be reviewed to verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed logic and/or time estimate revisions. The Contractor shall submit a reviewed CPM schedule within seven (7) calendar days after this meeting. The revised schedule shall show finish dates of completed activities and updated times for the remaining Work, including any addition, deletion, or revision of activities required by contract modification. In submitting a revised CPM schedule, the Contractor shall state specifically the reason for the revision and the adjustments made in this schedule or methods of operation to ensure completion of all Work within the Contract Time.
- 6.7.2 The Contract Time will be adjusted only for causes specified in this Contract. As determined by CPM analysis, only delays in activities, which affect milestones dates or contract completion dates will be considered for a time extension. It is understood and agreed by the Owner and the Contractor that float is shared equally. Total project float is defined as the cumulative length of time activities can be delayed before they affect the finish date of the project or a contractual milestone. Float is a shared commodity between the contractor and the owner and not for the exclusive use or financial benefit of either party. Either party has full use of the project float until it is depleted. Project float is the time between the scheduled completion of the Work and Substantial Completion and is a resource available to both the Owner and the Contractor. Neither owns the float: the Project owns the float. Do not sequester project total float through manipulating calendars, extending activities duration, or any other such methodology. As such, liability for delay of the Substantial Completion date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion date.
- 6.7.3 In addition to the CPM schedule, every week during construction, the Contractor shall submit a work plan detailing his/her proposed operations for the forthcoming two (2) weeks. The work plan presented shall be a time scaled Two Week Look Ahead bar chart based and correlated by activity number to the current schedule. In the event portions of the Work affecting critical milestone dates or contract completion dates are in danger of being delayed, or actually are delayed, the Contractor shall develop and present a plan for remedial action. This plan shall detail the following:

- 6.7.3.1 Work activities;
- 6.7.3.2 Manpower involved by trade;
- 6.7.3.3 Work hours;
- 6.7.3.4 Equipment involved; and
- 6.7.3.5 The location of the work to be performed.

6.7.4 Preparation and updating of the CPM schedule and Two Week Work Plans will not be paid for directly. Failure to submit the CPM work schedule and Two Week Work Plans as specified will result in partial withholding of progress payments.

6.8 SUBSTITUTES OR "OR-EQUAL" ITEMS:

- 6.8.1 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.
- 6.8.2 Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Owner only if sufficient information is submitted by the Contractor which clearly demonstrates to the Owner that the material or equipment proposed is equivalent or equal in all aspects to that named.
- 6.8.3 Requests for review of substitute items of material and equipment will not be accepted by the Owner from anyone other than the Contractor.
- 6.8.4 If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Owner for acceptance 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 that specified.
- 6.8.5 The application will state that the evaluation and acceptance of the proposed substitute will not delay the Contractor's achievement of Substantial Completion on time, 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 Owner 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.
- 6.8.6 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.
- 6.8.7 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 Owner in evaluating the proposed substitute.
- 6.8.8 The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

6.8.9 The Owner may reject any substitution request which the Owner determines is not in the best interest of the Owner.

6.9 SUBSTITUTE MEANS AND METHODS:

6.9.1 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 Owner, if the Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

6.10 EVALUATION OF SUBSTITUTION:

6.10.1 The Owner will be allowed a reasonable time within which to evaluate each proposed substitute. . The time needed to evaluate the Contractor's proposal will be dependent on the nature of the proposal; the Owner will be allowed a minimum of 21 days for review. The Owner will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Owner's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with paragraphs 6.19 and 6.20. The Owner may require the Contractor to furnish at the Contractor's expense a special Performance Bond or other Surety with respect to any substitute.

6.11 DIVIDING THE WORK:

6.11.1 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, except as required by law.

6.12 SUBCONTRACTORS:

6.12.1 The Contractor may utilize the services of licensed specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:

6.12.2 The Contractor shall not award any Work to any subcontractor without prior written Approval of the Owner. This Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor which shall contain required E.E.O. Documents, evidence of insurance, and a copy of the proposed subcontract executed by the subcontractor.

6.12.3 No acceptance by the Owner of any such subcontractor shall constitute a waiver of any right of the Owner to reject Defective Work.

6.12.4 The Contractor shall be fully responsible to the Owner 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.

6.12.5 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 Owner and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.

- 6.12.6 Nothing in the Contract Documents shall create any contractual relationship between the Owner and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of the Owner 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.
- 6.12.7 The Owner will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.
- 6.12.8 The Contractor and subcontractors shall coordinate their Work and facilitate general progress of Work.
- 6.12.9 Each trade shall afford other trades every reasonable opportunity for installation of their Work and storage of materials.
- 6.12.10 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 Amount or Contract Time.
- 6.12.11 The Contractor shall include on his own payrolls any person or persons working on the 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.

6.13 USE OF PREMISES:

- 6.13.1 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.
- 6.13.2 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.
- 6.13.3 Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall defend, indemnify and hold the Owner and its agents there from.
- 6.13.4 The Contractor shall provide the Owner with written and graphical plan of where laydown/staging areas are to be located, temporary facilities, fueling & maintenance areas and access roads whether or not they are located on the Owner's property.

6.13.4.1 The Owner may approve or disapprove any areas that are within the Project Limits or Owner's Property for any reason they deem prudent.

6.13.4.2 The Contractor will be required to provide a copy of an agreement for use of lands outside the project limits signed by the Contractor and legal Landowner. The agreement shall not bind the Owner or its Representatives in anyway and shall hold harmless the Owner and its Representatives.

6.13.4.3 The Owner or its Representatives shall have the right to enter any area or property the Contractor is utilizing for the prosecution of the work in order to verify that the Contractor is following all local, state and federal requirements.

6.14 STRUCTURAL LOADING:

6.14.1 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.

6.14.2 Keep concrete culverts and bridges closed to traffic until permission to open them is received in writing from the Owner's Representative. No load is allowed on any span until the all concrete has attained a compressive strength of at least 80% of the ultimate strength (f'_c) as shown in the Contract Documents and a minimum of 7 days of curing. The Engineer will determine the compressive strength from informational test cylinders cured on the site under temperature and moisture conditions similar to the concrete in the structure.

6.15 RECORD DOCUMENTS:

6.15.1 The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Field Memos, Work Orders, Change Orders, Supplemental Agreements, and written interpretations and clarifications issued pursuant to paragraph 3.7 in good order and annotated to show all changes made during construction.

6.15.2 Copies of these record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be provided to the Owner on site.

6.15.3 Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Owner.

6.15.4 Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.15.5 One full-size set of plans is to be set aside in the Contractor's field office for recording all of the as-built changes made to the project during construction.

6.15.6 The contractor personnel associated with the change should enter all corrections, revisions, or additions to the work on the as-built drawings. New drawings or sketches should be added to the set as appropriate. The contractor personnel shall also date and initial each change or addition to the as-built. All changes or additions to the as-built drawings should be made in the color red.

6.15.7 Update the following information on the as-built drawings:

- 6.15.7.1 Changes in horizontal or vertical alignment
- 6.15.7.2 Changes in typical sections or new typical Sections
- 6.15.7.3 New or revised utility locations
- 6.15.7.4 Changes to electrical wiring diagrams and installations
- 6.15.7.5 Changes to automated traffic recorders
- 6.15.7.6 As built location and dimensions of all structures
- 6.15.7.7 Changes in survey control or right of way/property monuments
- 6.15.7.8 Changes in drainage features
- 6.15.7.9 as-built data on materials sources including areas developed and waste areas (if included in the drawings)
- 6.15.7.10 as-built location and dimensions of piles, foundation elevations and subsurface structural details
- 6.15.7.11 revisions/substitutions of materials or equipment
- 6.15.7.12 estimated quantities should be revised to final quantities
- 6.15.7.13 all change document work.
- 6.15.7.14 any change made during construction to a permanent feature of the project should be correctly shown on the final as-built drawings.

6.15.8 Record As-Built Changes shall be submitted for review with each pay request. The pay request will not be processed until the Record As-Built Drawings are up to date.

6.16 SAFETY AND PROTECTION:

6.16.1 The Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

6.16.2 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.16.2.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.16.2.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.16.2.3 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.

6.16.3 In the performance of this contract, the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the contract. It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that

the Contractor and any subcontractor shall not permit any employee in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under the OSHA construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333). Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

- 6.16.4 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.
- 6.16.5 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 Amount or Contract Time except as stated in paragraph 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, or the public enemy or governmental authorities.
- 6.16.6 The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until Final Completion except as otherwise expressly provided in connection with Substantial Completion.
- 6.16.7 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 Owner.
- 6.16.8 The Contractor shall allow the Owner or the Owner's Representative to safely access the Work 24 hours of the day.

6.17 WORK SAFETY ON RAILROAD PROPERTY:

- 6.17.1 The safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of the Work pursuant to this contract. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed while working on Alaska Railroad Corporation ("ARRC") property. Further railroad safety information may be obtained from the ARRC Safety Office at 907-265-2265.
- 6.17.2 In the event Contractor or its subcontractor will be performing construction or other activities on or in close proximity to a railroad track, the Contractor shall be responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection ("RWP") regulations (49 CFR 214, Subpart C). Under 49 CFR

214, Subpart C, railroad contractors are responsible for the training of their employees on these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any RWP related Work. Specific information on Railroad Safety Plans may be obtained from the ARRC Safety Office at 907-265-2440.

- 6.17.3 In the event Contractor will be performing construction or other activities on a railroad bridge, the provisions of 49 CFR 214 regarding bridge worker safety shall apply. All bridge related Work shall be conducted in strict compliance with the bridge worker safety standards set forth in 49 CFR 214 and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any bridge related Work.
- 6.17.4 Contractor shall arrange with ARRC to keep itself informed on the time of arrival of all trains and shall stop any of Contractor's or Subcontractor's operations which might be or cause a hazard to the safe passage of the train past the Work site from 10 minutes before the expected arrival of the train until it has passed or at any other time as directed by the flagman.
- 6.17.5 ARRC flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, an ARRC qualified flagman will provide a safety briefing prior to the commencement of the Work to discuss how and when protection from train traffic is to be provided. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, ARRC may require a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a one hour ARRC provided training course for Contractor's project supervisors prior to the initiation of Work on ARRC property.
- 6.17.6 The Contractor and/or Subcontractor shall arrange for ARRC flag protection when performing any Work within 20 feet of any track. All Work within 20 feet of the track shall cease when a train passes and all Contractor and Subcontractor employees shall maintain a distance of at least 20 feet from the track until the train has safely passed. In addition, any Work that could come within 20 feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within 20 feet of the tracks. Pile driving shall not be done when trains are passing the Work site. Vehicles and other construction equipment shall not be operated or parked closer than 20 feet from any track without ARRC flag protection.
- 6.17.7 Track outages require ARRC's prior approval. Prior to a proposed track outage, the Contractor shall submit a closure plan to ARRC for approval. The plan will describe the Work to be accomplished, the equipment, manpower and other resources required, and the schedule. Once approved by ARRC, the Contractor shall follow the plan. ARRC reserves the right to assume control of the Work to reestablish rail service if the schedule is not met. Contractor shall bear all costs and damages which may result from failure to meet the closure schedule.

6.17.8 Whenever an ARRC flag person is required for performance of the Work, he or she will be provided by the ARRC at no expense to the Contractor. A minimum of 48 hours' notice is required for ARRC flag protection.

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 Project Manager.

6.19 EMERGENCIES:

6.19.1 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 Owner, is obligated to act to prevent threatened damage, injury or loss.

6.19.2 The Contractor shall give the Owner prompt written notice if the Contractor believes that any significant changes in the Work or variations from 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 Owner.

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 Contract Documents, the Contractor shall submit to the Owner 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 Owner 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 Owner to review the information as required.

6.20.2 The Contractor shall also submit to the Owner 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 Owner 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 Owner for review and Approval of each such variation.

- 6.20.5 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.
- 6.20.6 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 Owner in evaluating the proposed variation.
- 6.20.7 If the variation may result in a change of Contract Time or Amount, 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 Owner of his intent.
- 6.20.8 The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed variation.
- 6.20.9 The Owner may reject any variation request which the Owner determines is not in the best interest of the Owner.

6.21 SHOP DRAWING AND SAMPLE REVIEW:

- 6.21.1 The Owner will review with reasonable promptness Shop Drawings and samples, but the Owner'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.
- 6.21.2 The time needed to evaluate the Contractors submittal will be dependent on the nature of the proposal; the Owner will be allowed a minimum of 14 days for review.
- 6.21.3 The review of a separate item as such will not indicate acceptance of the assembly in which the item functions.
- 6.21.4 The Contractor shall make corrections required by the Owner and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review.
- 6.21.5 The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner on previous submittals.
- 6.21.6 The Owner'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 Owner of each such variation at the time of submission as required by paragraph 6.19.4.
- 6.21.7 The Owner, 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.

6.21.8 No Approval by the Owner will 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.

6.21.9 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Owner's review of the pertinent submission will be at the sole expense and responsibility of the Contractor.

6.22 MAINTENANCE DURING CONSTRUCTION:

6.22.1 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:

6.23.1 The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner.

6.23.2 No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the Contractor and the Owner may otherwise agree in writing.

6.24 CONSENT TO ASSIGNMENT:

6.24.1 The Contractor shall obtain the prior written consent of the Owner to any proposed assignment of any interest in, or part of this Contract.

6.24.2 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.

6.24.3 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.

6.25.2 The Contractor shall be responsible for all damage resulting from the use of explosives.

6.25.3 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked.

- 6.25.4 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.
- 6.25.5 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.
- 6.25.6 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 the Contract, must be kept on a generally recognized accounting system.
- 6.26.2 Such records must be available during normal Work hours to the Owner for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.
- 6.26.3 Payroll records must contain the name and address of each employee, his correct classification, social security number, rate of pay, daily and weekly number of hours of worked, deductions made, and actual wages paid and any other information required by the U.S. and/or State Department of Labor.
- 6.26.4 The Contractor and subcontractors shall make employment records available for inspection by the Owner 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.
- 6.26.5 Records of all communications between the Owner 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 Completion.
- 6.26.6 The Owner or its assigned representative may perform an audit of these records during normal work hours after written notice to the Contractor.

6.27 CONSTRUCTION QUALITY CONTROL PLAN:

- 6.27.1 The Contractor shall establish and maintain an effective quality management system. The quality management system shall consist of plans, procedures, and the organization necessary to provide material, equipment, and workmanship to comply with the requirements of the contract documents. The system shall cover the proposed sequence of the work including both on-site and off-site operations. To meet this requirement, the Contractor shall prepare a Construction Quality Control (CQC) plan that addresses all quality control requirements specified in the contract documents. A complete, detailed CQC plan shall be submitted to the Project Manager at least 30 days prior to commencement of any Work on the Project. The CQC must be approved in writing by the Project Manager prior to

proceeding with the Work. The Contractor shall not revise the CQC or the quality staffing levels or replace any of the key personnel specified therein without prior written approval from the Project Manager.

6.28 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 of Alaska, 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.

6.29 DRUG AND ALCOHOL FREE WORKPLACE

Safety is paramount at ARRC. For that reason, OWNER maintains an alcohol and drug-free workplace and requires that the CONTRACTOR do the same. At all times during the performance of the Work, the CONTRACTOR shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the CONTRACTOR;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the CONTRACTOR);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation

by a substance abuse professional and compliance with a recommended treatment program.

The CONTRACTOR agrees that at any time during the performance of this Contract, if an OWNER employee reports to the CONTRACTOR that an employee of the CONTRACTOR or its Subcontractor is showing signs and/or symptoms of drug/alcohol influence on duty, the CONTRACTOR shall remove the employee from OWNER'S property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the CONTRACTOR shall ensure that the employee is not returned to work on the Project until he/she has met the return to work requirements contained in the CONTRACTOR'S written program.

7. ARTICLE 7 - LAWS AND REGULATIONS:

7.1 LAWS TO BE OBSERVED:

- 7.1.1 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.
- 7.1.2 The Contractor shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall defend and indemnify the Owner 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.
- 7.1.3 Except where otherwise expressly required by applicable Regulatory Requirements, the Owner 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 the Contract. Proof of payment of these taxes is a condition precedent to Final payment by the Owner 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:

- 7.3.1 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.
- 7.3.2 The Contractor and the Surety shall, defend, indemnify and save harmless the Owner and its agents, 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 Owner 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 SPECIFICATION AND DRAWINGS:

- 7.4.1 If the Contractor observes that the Specification and Drawings supplied by the Owner are at variance with any Regulatory Requirements, Contractor shall give the Owner 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 Owner.
- 7.4.2 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 Owner, the Contractor shall bear all costs arising there.

7.5 ACCIDENT PREVENTION:

- 7.5.1 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:

- 7.6.1 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and Owner representatives in strict accordance with the requirements of the State and local Boards of Health, OSHA or of other bodies or tribunals having jurisdiction.

7.7 BUSINESS REGISTRATION:

- 7.7.1 The Contractor shall 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:

- 7.8.1 All craft trades, architects, engineers and land surveyors, electrical administrators, explosive handlers, and welders employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, 08.52, and 08.99.

7.8.2 Provide copies of individual licenses within seven days following a request from the Owner.

7.9 LOCAL BUILDING CODES:

7.9.1 The Contractor shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including the obtaining of required permits.

7.10 AIR QUALITY CONTROL:

7.10.1 The Contractor shall comply with all applicable provision of AS 46.03.04 as pertains to Air Pollution Control.

7.11 ARCHAEOLOGICAL OR PALEONTOLOGICAL DISCOVERIES:

7.11.1 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 Owner.

7.11.2 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.

7.11.3 Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra Work, such shall be covered by an appropriate Contract change document.

7.12 WAGES AND HOURS OF LABOR:

7.12.1 The Contractor shall submit certified payrolls bearing an original signature on a weekly or biweekly basis to the State Department of Labor as required by law, and shall comply with all other applicable labor reporting laws. The Contractor shall also submit certified payrolls bearing an original signature, along with those of its subcontractors, to the Owner on a weekly basis and shall retain copies of the payrolls for a minimum of three (3) years.

7.12.2 The Contractor shall be responsible for the submission and retention of certified payrolls of all of its subcontractors.

7.12.3 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 the Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed.

7.12.4 The Contractor and its subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor.

7.13 THE FOLLOWING LABOR PROVISIONS SHALL ALSO APPLY TO THIS CONTRACT:

7.13.1 The Contractor and his subcontractors shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in the

Invitation to Bid, regardless of the contractual relationship between the Contractor or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the Work. The Owner shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field surveyors employed by the Contractor or Subcontractors the difference between the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and the rates of wages in fact received by laborers, mechanics or field surveyors.

7.14 OVERTIME WORK HOURS AND COMPENSATION:

7.14.1 Pursuant to 40 U.S.C. 327-330 and AS 23.10.060, 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.

7.14.2 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 Owner for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.15 COVENANTS AGAINST CONTINGENT FEES:

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

7.15.2 For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in its discretion, to deduct such improper consideration from the Contract Amount or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.16 OFFICIALS NOT TO BENEFIT:

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

7.17 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

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

7.19 FEDERALLY ASSISTED PROJECTS

When the United States Government pays all or any portion of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the CONTRACTOR, and the Work shall be subject to the inspection of the appropriate Federal agency. Such inspection shall in no sense make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

7.20 GRATUITY AND CONFLICT OF INTEREST

The CONTRACTOR agrees that he will not extend any loan, gratuity or gift of money of any form whatsoever to any employee or agent of the OWNER nor will he rent or purchase any equipment or materials from any employee of the OWNER or to the best of his knowledge from any agent of any employee of the OWNER. Before payment of the Final Payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that he has complied with the above provisions of the Contract.

8. ARTICLE 8 - OTHER WORK:

8.1 RELATED WORK AT SITE:

- 8.1.1 The Owner 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 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 Owner and its agents 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 Amount or Contract Time, the Contractor shall notify the Owner of such required increase within fifteen (15) calendar days following receipt of the Owner's notice. Should the Owner find such increase(s) to be justified, a Change Order will be executed.

8.2 ACCESS, CUTTING, AND PATCHING:

- 8.2.1 The Contractor shall afford each utility owner and any other contractor who is a party to such a direct contract with the Owner (or the Owner, if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with the work of others.
- 8.2.2 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 Owner.
- 8.2.3 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 Owner and other contractors.

8.3 DEFECTIVE WORK BY OTHERS:

- 8.3.1 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 Owner, the Contractor shall inspect and promptly report to the Owner 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 non-apparent defects and deficiencies in the other Work.

8.4 COORDINATION:

- 8.4.1 If the Owner contracts with others for the performance of other Work at the site, Owner will have authority and responsibility for coordination of the activities among the various contractors.

9. ARTICLE 9 - CHANGES:

9.1 OWNER'S RIGHT TO CHANGE:

- 9.1.1 Without invalidating the Contract and without notice to any Surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:
 - 9.1.1.1 In the Contract Documents;
 - 9.1.1.2 In the method or manner of performance of the Work;
 - 9.1.1.3 In Owner-furnished facilities, equipment, materials, services, or site;
 - 9.1.1.4 Directing acceleration in the performance of the Work.

9.2 AUTHORIZATION OF CHANGES WITHIN THE GENERAL SCOPE:

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

9.2.1.1 Directive (pursuant to paragraph 9.3)

9.2.1.2 A Change Order (pursuant to paragraph 9.4)

9.2.1.3 Owner's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the Contractor as required by paragraph 6.19.4.

9.3 DIRECTIVE:

9.3.1 The Owner shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.7).

9.3.2 The Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Time and are consistent with the overall intent of the Contract Documents.

9.3.3 The Owner may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.

9.3.4 The Owner may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.18).

9.3.5 Upon the issuance of a directive to the Contractor by the Owner, the Contractor shall immediately 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 Amount or an extension of Contract Time, the Contractor shall immediately provide written notice to the Owner depicting such increases before proceeding with the directive, except in the case of an emergency.

9.3.7 If the Owner finds the increase in Contract Amount or the extension of Contract Time justified, a Change Order will be issued.

9.3.8 If however, the Owner does not find that a Change Order is justified, the Owner may direct the Contractor to proceed with the Work.

9.3.9 The Contractor shall cooperate with the Owner in keeping complete daily records of the cost of such Work.

9.3.10 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 paragraph 10.4.

9.4 CHANGE ORDER:

9.4.1 A change in Contract Time, Contract Amount, or responsibility may be made for changes within the scope of the Work only by Change Order.

9.4.2 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.

9.4.3 Changes in Contract Amount and Contract Time shall be made in accordance with Articles 10 and 11.

9.5 SHOP DRAWING VARIATIONS:

9.5.1 Variations by Shop Drawings shall only be eligible for consideration under paragraph 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 paragraph 6.19.7.

9.6 CHANGES OUTSIDE THE GENERAL SCOPE; SUPPLEMENTAL AGREEMENT

9.6.1 Any change which is outside the general scope of the Contract, as determined by the Owner, must be authorized by the appropriate representatives of the Owner and the Contractor.

9.7 UNAUTHORIZED WORK:

9.7.1 The Contractor shall not be entitled to an increase in the Contract Amount 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 6.18 and except in the case of uncovering Work as provided in paragraph 12.4.4.

9.8 NOTIFICATION OF SURETY:

9.8.1 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 Amount 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 6.18), notify the Owner in writing of:

9.9.1.1 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

9.9.1.2 Unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

9.9.1.3 Failure of the Contractor to notify the Owner in writing of conditions described in 9.9.1.1 and 9.9.1.2 before disturbing such conditions shall render any claim by the Contractor null and void.

- 9.9.2 The Owner shall promptly investigate the conditions, and if the Owner finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- 9.9.3 Any claim for additional compensation by the Contractor under this clause shall be made in accordance with Article 15 and shall not be allowed unless the Contractor has first given the notice required by this Contract.
- 9.9.4 In the event that the Owner 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.
- 9.9.5 Failure to keep such a detailed record shall be a bar to any recovery by reason of such alleged differing site conditions. The Owner shall be given the opportunity to supervise and check the Work and keeping of such records throughout the entire duration of the Work.

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 Contract 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 basis of payment shall be Cost of the Work pursuant to Article 10.5.

9.11 VALUE ENGINEERING PROPOSALS BY THE CONTRACTOR:

- 9.11.1 Proposals may be submitted to the Owner for modifying the plans, specifications, or other requirements of the Contract for the sole purpose of reducing the total costs of construction without impairing in any manner the essential functions or characteristics of the project, including service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance or design and safety standards. After execution of the Contract, an initiative may be recommended by the Contractor or, if applicable, sponsoring governmental agency. The initiative must be identified as a Value Engineering Proposal (VEP), and may include modifications to the plans or specifications, construction phasing or procedures, or other contract requirements. Any cost savings generated to the Contract as a result of VEP offered by the Contractor and approved by Owner will be shared equally between the Contractor and Owner as specified in paragraph 9.15. Bid prices are not to be based on the anticipated approval of a VEP. If a VEP is rejected, the Contract shall be completed in accordance with the original terms of the Contract or as otherwise modified. Any decision whether to approve or accept a VEP shall be within the sole discretion of Owner. Owner will bear no liability for any delay in considering a VEP, the refusal to accept or approve such a proposal, or any other matter connected with a VEP.

9.12 SUBMITTAL & REVIEW OF VEP CONCEPT OR IDEA:

- 9.12.1 The Contractor shall initially submit a brief letter proposal with graphics to Owner to illustrate the concept or idea. The Contractor shall indicate whether adequate time is available in its schedule for formal submittal and review prior to VEP implementation.
- 9.12.2 Owner will review the concept or idea within ten days of the Contractor's initial submittal and inform the Contractor in writing whether the concept or idea has merit and should be submitted as a formal VEP.
- 9.12.3 If Owner determines that the time for response is indicated in the Contractor's letter proposal is insufficient for review, Owner may choose to evaluate the need for a non-compensable time extension to the Contract. Its evaluation will be based on the additional time needed by the Owner for its review and the effect on the Contractor's schedule occasioned by the added time. The need for such a time extension will be evaluated in accordance with Article 11.

9.13 FORMAL SUBMITTAL OF THE VEP:

- 9.13.1 Within 30 days after Owner has determined the VEP concept or idea has merit, the Contractor shall formally submit a proposal. The proposal shall include sufficient data for Owner to make an informed decision regarding the proposal and shall include, at a minimum, the following information:
 - 9.13.1.1 A statement that the Proposal is submitted as a VEP.
 - 9.13.1.2 A description of the difference between the existing contract and the proposed change and the advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance and safety.
 - 9.13.1.3 A complete set of plans and specifications showing the proposed revisions relative to the original contract features and requirements supported by design computations as necessary for a thorough and expeditious evaluation.
 - 9.13.1.4 A complete analysis indicating the final estimated costs and quantities to be replaced by the VEP compared to the new costs and quantities generated by the VEP.
 - 9.13.1.5 A statement specifying the date by which a Change Order adopting the VEP must be executed to obtain the maximum cost reduction.
 - 9.13.1.6 A statement detailing the effect the VEP will have on the time for completing the Contract.
 - 9.13.1.7 A description of any previous use or testing of the VEP and the conditions and results. If the VEP was previously submitted on another Owner project, indicate the date, contract number, and the action taken by Owner.
 - 9.13.1.8 A detailed statement indicating the costs for developing the changes, along with the costs for preparing the value engineering joint proposal.

9.14 VEP CONDITIONS:

9.14.1 Value Engineering Proposals will be considered only when all of the following conditions are met:

9.14.1.1 A VEP, approved or not approved by Owner applies only to the contract on which it is submitted. A submitted VEP becomes the property of Owner. The VEP shall contain no restrictions imposed by the Contractor on its use or disclosure. Owner has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the VEP. Owner retains the right to use any accepted VEP or part thereof on other projects without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

9.14.1.2 If Owner is already considering certain revisions to the Contract or has considered or approved changes in the Contract of a like nature on other contracts which are subsequently incorporated in a VEP, Owner may reject the VEP and may change the Contract without obligation to the Contractor.

9.14.1.3 The Contractor shall have no claim for additional costs or delays resulting from the rejection of a VEP, including development costs, loss of anticipated profits, increased material or labor costs except as allowed in paragraph 9.14.

9.14.1.4 Owner will determine if a VEP qualifies for consideration and evaluation. It may reject any VEP that requires excessive time or costs for review, evaluation or investigation, or that is not consistent with Owner's design policies and criteria for the project.

9.14.1.5 Owner will reject all or any portion of work performed under an approved VEP if unsatisfactory results are obtained. The Owner will direct the removal of rejected work and require construction to proceed under the original contract requirements without reimbursement for rejected work performed under the VEP, or for its removal. Where modifications to the VEP are approved to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the contract bid prices as if it were constructed under the original contract requirements. The rejection or limitation of reimbursement shall not constitute the basis of any claim against Owner for delay or for other costs.

9.14.1.6 The proposed work shall not contain experimental features but shall contain features that have been used under similar or acceptable conditions on other projects or locations acceptable to Owner.

9.14.1.7 VEPs will not be considered if equivalent options are already provided in the Contract.

9.14.1.8 The savings generated by the VEP must be sufficient to warrant a review and processing. A savings resulting solely from the elimination or reduction in quantity of a single bid item will not be considered as a VEP.

A savings resulting from the elimination or reduction in quantity of a bid item specified as part of a VEP will be considered.

9.14.1.9 Additional information needed to evaluate VEPs shall be provided in a timely manner. Untimely submittals of additional information will result in rejection of the VEP. Where design changes are proposed, the additional information could include results of field investigations and surveys, design computations, and field change sheets.

9.14.1.10 The Contractor may submit VEPs for an approved subcontractor. Reimbursement will be made to the Contractor. Subcontractors may not submit a VEP except through the Contractor.

9.14.1.11 The Contractor shall ensure the VEP is sealed by an Alaska Registered Engineer.

9.14.1.12 All costs to for developing the changes, along with the costs for preparing the value engineering proposal shall be the Contractor's responsibility.

9.15 VEP ACCEPTANCE, REJECTION & PAYMENT:

9.15.1 Within 30 days of the Contractor's formal submission of the VEP, Owner will accept or reject the VEP.

9.15.2 The Contractor will be notified in writing by the Owner as to whether the proposal has been accepted. The decision by Owner is final and shall not be subject to the provisions of Article 15.

9.15.3 If the VEP is rejected, all costs for developing and presenting the value engineering proposal shall be the Contractor's responsibility.

9.15.4 If the VEP is accepted in whole or part, the necessary contract modifications and contract price adjustments will be made by the execution of a Change Order which will specifically state that it is executed pursuant to the provisions of this subsection. Owner will be the sole judge of the acceptability of a VEP and of the estimated net savings in construction costs from the adoption of all or any part of the VEP.

9.15.5 The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the VEP has been executed, or until the Contractor has been given written acceptance or rejection by the Owner.

9.15.6 The executed Change Order shall incorporate the changes in the plans, specifications, or other requirements of the Contract which are necessary to permit the VEP, or such part of it which has been accepted, to be put into effect, and shall include any conditions upon which Owner's approval thereof is based. The executed Change Order shall extend or decrease the Contract Time if required by Owner.

9.15.7 The executed Change Order shall provide that the Contractor be paid 50% of the net savings amount as reflected by the difference between the cost of the revised work and the cost of the related construction required by the original contract

computed at contract bid prices. The net savings will take into account the Contractor's cost of developing the VEP and implementing the change, and reducing this amount by Owner's cost for investigating and evaluating the VEP, including any ascertainable collateral costs to Owner. Such collateral costs may include increased costs for maintenance, operation, related work items, additional work items, or elements of related or additional work items.

9.15.8 The executed Change Order shall also provide for the adjustment of the Contract Amount. The Contract Amount shall be adjusted by subtracting Owner's share of the accrued net savings.

9.15.9 The amount specified to be paid to the Contractor in the executed Change Order shall constitute full compensation to the Contractor for the VEP and the performance of the work thereof pursuant to the said Change Order.

10. ARTICLE 10 - CONTRACT AMOUNT; COMPUTATION AND CHANGE:

10.1 CONTRACT AMOUNT:

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

10.2 CLAIMS FOR CHANGE IN CONTRACT AMOUNT:

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

10.3 CHANGE ORDER PRICE DETERMINATION:

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

10.3.2 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 paragraph 10.9).

10.3.3 By mutual acceptance of a lump sum price which includes overhead and profit.

10.3.4 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).

10.3.5 Before a Change Order is approved, the CONTRACTOR shall submit cost or pricing data in accordance with Articles 6.26 and 10.7 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 LUMP SUM PRICE CHANGE METHOD

The CONTRACTOR shall prepare a lump sum proposal in the following format:

10.4.1 Direct Costs

a. Material (itemize)

1. The cost to the CONTRACTOR for the Material directly required for the performance of the changed Work. Such cost of Material may include the cost of transportation. Only the applicable portion of a delivery charge will be allowed if the delivery is not specifically for the changed Work,
2. Trade discounts offered by the supplier to the CONTRACTOR shall be credited to the OWNER. If the Material is obtained from a source owned wholly or in part by the CONTRACTOR, payment thereof will not exceed the current wholesale price for the material. The term "trade discount" includes the concept of cash discounting.
3. The OWNER reserves the right to furnish such Material as it deems advisable and the CONTRACTOR shall have no Claims for cost or profit on Material furnished by the OWNER.

b. Labor (man-hours, rates by crafts)

1. Payroll costs shall include, but not be limited to, salaries and wages, and fringe benefits including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The costs for all supervision, including general superintendents and foremen, shall be included in the markups established by this Contract. The only exception to this shall be working foremen who perform manual labor. No labor charges will be accepted for engineering or proposal preparation. These costs shall be included in the markups established by this Contract.
2. Reasonable indirect expenses and time related overhead subject to a time-impact analysis to determine the amount and reasonableness of the indirect expenses and time related overhead expenses.

c. Equipment (type, size, attachments, hours, rate)

1. The cost to the CONTRACTOR for the use of Equipment directly required in the performance of the changed Work. No mobilization or demobilization cost will be allowed for equipment already on Site.
2. For Equipment owned, furnished, or rented by the CONTRACTOR, costs allowed shall be the actual usage costs incurred as supported by the CONTRACTOR's published standard equipment rates or rental invoices.

Rates charged shall not exceed the rates established by the Rental Rate Blue Book.

3. The amount to be paid to the CONTRACTOR for the use of Equipment as set forth above will constitute full compensation for the cost of fuel, power, oil, lubricants, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs incidental to the use of the Equipment.

d. Consultants

1. Cost of outside consultants and professional personnel (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work as may be required by the CONTRACTOR. The CONTRACTOR shall obtain the consent of the OWNER prior to engaging such outside consultants if the consultant's services are not specifically identified in the Contract Documents and qualifications are not previously provided therefore.

e. Other direct costs as the parties may agree

f. Direct costs shall not include:

1. Payroll costs and other compensation of the CONTRACTOR's offsite officers, executives, principals of partnerships and sole proprietorships, general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, superintendents and non-working foremen, and similar administrative personnel. These costs shall be considered administrative costs covered by the CONTRACTOR's Markup Fee.
2. Expense of the CONTRACTOR's principal and branch offices other than that portion of the CONTRACTOR's office at the Site devoted to the Work.
3. Any part of the CONTRACTOR's capital expenses. Interest on the CONTRACTOR's capital employed for the Work. Charges against the CONTRACTOR for delinquent payments.
4. Costs due to 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. Negligence costs include correction of defective Work, disposal of material wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.
6. Cost of supplies not incorporated into the Work.
7. Cost of warranty work.

10.4.2 Subcontract Costs

- a. If required by OWNER, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers and shall select and award subcontracts in accordance with the CONTRACTOR's subcontracting solicitation plan approved by the OWNER.
- b. Direct Costs shall be as outlined in Article 10.4.1.
- c. Subcontractors' (at any tier) markups for overhead and profit shall not exceed ten percent (10%) of the Direct Costs.

10.4.3 Overhead and Profit

- a. The CONTRACTOR's Markup Fee for overhead and profit shall not exceed the amounts provided in Article 10.6.1.

10.5 COST OF THE WORK:

10.5.1 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.

10.5.2 Except as otherwise may be agreed to in writing by the Owner, 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 paragraph 10.5:

10.5.2.1 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 Owner and the Contractor.

10.5.2.2 Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

10.5.2.3 Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include Social Security Contributions, Unemployment, Excise and Payroll Taxes, Workers' or Workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

10.5.2.4 Such employees shall include superintendents and foremen at the site.

10.5.2.5 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 Owner.

10.5.2.6 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall

accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

10.5.2.7 Payments made by the Contractor to subcontractors for Work performed by subcontractors. If required by the Owner, Contractor shall obtain competitive quotes from subcontractors or suppliers acceptable to the Contractor and shall deliver such quotes to the Owner 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. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.5.2.8 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.

10.5.2.9 Supplemental costs including the following:

10.5.2.9.1 The proportion of necessary transportation, travel and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

10.5.2.9.2 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.

10.5.2.9.3 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 Owner 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.

10.5.2.9.4 Sales, consumer, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by Regulatory Requirements.

10.5.2.9.5 Fees for permits and licenses.

10.5.2.9.6 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

Owner. 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 in accordance with paragraph 10.6.

10.5.2.9.7 The cost of utilities, fuel and sanitary facilities at the site.

10.5.2.9.8 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.

10.5.2.9.9 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 Owner in accordance with Article 5.

10.6 EXCLUDED COSTS:

10.6.1 The term Cost of the Work shall not include any of the following:

10.6.1.1 Payroll costs and other compensation of Contractor's officers, executives, principles (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 10.5.2.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

10.6.1.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

10.6.1.3 Any part of Contractor's capital expenses including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

10.6.1.4 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 10.4.2.9.9 above).

10.6.1.5 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.

10.6.1.6 Costs for the use of small tools having a value of five hundred dollars (\$500) or less.

10.6.1.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.5.

10.7 CONTRACTOR'S FEE:

10.7.1 The Contractor's Fee allowed to Contractor for overhead and profit shall be a mutually agreed upon fixed fee, or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:

10.7.1.1 For costs incurred under subparagraphs 10.4.2.1 through 10.4.2.6, the Contractor's Fee shall be 15%;

10.7.1.2 For costs incurred under subparagraphs 10.5.2.7, 10.5.2.8 and 10.5.2.9, the Contractor's Fee shall be 10%; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Contractor on account of overhead and profit of all subcontractors shall be 10%;

10.7.2 No fee shall be payable on the basis of costs itemized under paragraph 10.5;

10.6.3 The amount of credit to be allowed by the Contractor to the Owner 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 a mutually agreed upon amount or if none can be agreed upon, then an amount equal to 5% of the net decrease; and

10.7.4 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 subparagraphs 10.6.1.1. and 10.6.1.2.

10.8 COST BREAKDOWN:

10.8.1 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 Owner an itemized cost breakdown together with supporting data.

10.9 CASH ALLOWANCES:

10.9.1 It is understood the Contractor has included in the Contract Amount 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 Owner. Contractor agrees that:

10.9.1.1 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

10.9.1.2 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 Amount 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 Amount shall be correspondingly adjusted.

10.10 UNIT PRICE WORK:

- 10.10.1 Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the Contract Amount 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.
- 10.10.2 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 Amount.
- 10.10.3 Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Owner in accordance with paragraph 10.10.
- 10.10.4 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.
- 10.10.5 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.
- 10.10.6 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.
- 10.10.7 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:
 - 10.10.7.1 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 Original Contract Amount not to include Change Order costs, is increased by more the 25% 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 the portion of the Work above 125% of the quantity stated in the bid schedule.
 - 10.10.7.2 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 Original Contract Amount not to include Change Order costs, is decreased by more than 25% 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% of the amount originally bid for the item.

10.10.7.3 The Contractor will be required to provide detailed and accurate records showing that an equitable price adjustment is warranted.

10.11 DETERMINATIONS FOR UNIT PRICES:

10.11.1 The Owner will determine the actual quantities and classifications of Unit Price Work performed by the Contractor.

10.11.2 The Owner will review with the Contractor preliminary determinations on such matters before certifying the prices on the Bid Schedule.

10.11.3 The Owner's certification thereon will be final and binding on the Contractor, unless, within ten days after the date of any such decision, the Contractor delivers to the Owner written notice of intention to appeal from such a decision.

11. ARTICLE 11 - CONTRACT TIME; COMPUTATION & CHANGE:

11.1 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

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

11.2 STARTING THE WORK:

11.2.1 No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify the Owner at least 72 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 Owner, 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 Days basis, all Work under the Contract shall be completed within the number of Calendar Days specified.

11.3.2 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.

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

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

11.4 TIME CHANGE:

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

11.5 EXTENSION DUE TO DELAYS:

11.5.1 The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated or actual damages because of any 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 Owner in contractual capacity, acts of another contractor in the performance of a contract with the Owner, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of subcontractors or suppliers due to such causes.

11.5.2 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.

11.5.3 The Owner 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:

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

11.7 REASONABLE COMPLETION TIME:

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

11.8 DELAY DAMAGES:

11.8.1 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 damages for delay shall be paid by the Contractor or his Surety to the Owner 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 Contract Time required by the Contract, or any extension thereof. If such amount of liquidated damages is not established by the Contract Documents, then the Contractor and his Surety shall be liable to the Owner for any actual damages occasioned by such delay.

11.8.2 The Contractor acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the Owner will sustain by reason of delayed completion. These liquidated damages are intended as compensation for losses difficult to estimate, and include those items enumerated in the Supplementary Conditions.

11.8.3 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 the Owner's costs, fees, and charges related to re-procurement.

11.8.4 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 14.2.9. Permitting the CONTRACTOR to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the OWNER of any of its rights under the Contract.

12. ARTICLE 12 - QUALITY ASSURANCE:

12.1 WARRANTY AND GUARANTY:

12.1.1 The Contractor warrants and guarantees to the Owner that all Work will be in accordance with the Contract Documents and will not be Defective.

12.1.2 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:

12.2.1 The Owner and the Owner'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 Owner 24 hours' 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 Owner the required certificates of inspection, testing or Approval.

12.3.3 The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner'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.

12.3.4 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.

12.3.5 The Owner 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.

- 12.3.6 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence or sufficient notice to the Owner, it must, if requested by the Owner, be uncovered for observation.
- 12.3.7 Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner timely notice of Contractor's intention to cover the same and the Owner has not acted with reasonable promptness in response to such notice.
- 12.3.8 Neither observations nor inspections, test or Approvals by the Owner 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 Owner, it must, if requested by the Owner, be uncovered for the Owner's observation and replaced at the Contractor's expense.
- 12.4.2 If the Owner considers it necessary or advisable that covered Work be observed, inspected or tested, the Contractor, at the Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.
- 12.4.3 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 professional) and the Owner shall be entitled to an appropriate decrease in the Contract Amount.
- 12.4.4 If, however, such Work is not found to be Defective, the Contractor shall be allowed an increase in the Contract Amount or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction. The Contractor will only be allowed to recover 50 percent of his actual costs.

12.5 OWNER MAY STOP THE WORK:

- 12.5.1 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 Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

12.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

- 12.6.1 If required by the Owner, 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 Owner, 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 removal

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

- 12.6.2 If the Work overseen by the Contractor's supervisory personnel repeatedly doesn't meet the requirements of the Contract Documents then at the request of the Owner the Contractor shall be required to remove from the project and replace the supervisory personnel.

12.7 ONE YEAR CORRECTION PERIOD:

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

12.8 ACCEPTANCE OF DEFECTIVE WORK:

- 12.8.1 Instead of requiring correction or removal and replacement of Defective Work, the Owner may accept Defective Work, and in this event, the Contractor shall bear all direct, indirect and consequential costs attributable to the Owner'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).
- 12.8.2 If any such acceptance occurs prior to Final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Owner shall be entitled to an appropriate decrease in the Contract Amount.
- 12.8.3 If the Owner has already made Final payment to the Contractor, an appropriate amount shall be paid by the Contractor or his Surety to the Owner.

12.9 OWNER MAY CORRECT DEFECTIVE WORK:

- 12.9.1 If the Contractor fails within a reasonable time after written notice from the Owner to proceed to correct Defective Work or to remove and replace rejected Work as required by the Owner 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 Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the Owner shall proceed expeditiously.
- 12.9.2 To the extent necessary to complete corrective and remedial action, the Owner 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 tool, 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 Owner has paid the Contractor but which are stored elsewhere, the Contractor shall allow the Owner and his authorized representatives such access to the site as may be necessary to enable the Owner to exercise the rights and remedies under this paragraph.
- 12.9.3 All direct, indirect and consequential costs of the Owner or its agents 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 Owner shall be entitled to an appropriate decrease in the Contract Amount.
- 12.9.4 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 cost of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of the Contractor's Defective Work.
- 12.9.5 The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

13. ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION:

13.1 SCHEDULE OF VALUES:

- 13.1.1 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 Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 PRELIMINARY PAYMENTS:

- 13.2.1 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 Contract Documents. 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 Amount as stated in the Contract.

13.3 APPLICATION FOR PROGRESS PAYMENT:

13.3.1 The Contractor shall submit to the Owner 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 required by the Contract Documents.

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

13.3.3 The Owner will not be obligated to pay the Contractor for any overruns if;

13.3.3.1 The Contractor fails to notify the Owner of an overrun prior to placement.

13.3.3.2 The Contractor doesn't have written authorization from the Owner to exceed the quantity stated in the Bid Schedule or Change Document.

13.3.3.3 The Contractor records submitted for payment are in error, to include any supporting documentation submitted.

13.4 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

13.4.1 Owner will, either indicate in writing a recommendation of payment, or return the Application for Payment to the Contractor indicating in writing the Owner's reasons for refusing to recommend payment.

13.4.2 If the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment.

13.4.3 The Owner has up to 45 days to pay the Progress Payment from the date that Owner accepts the submitted Application for Payment.

13.5 STORED MATERIALS AND EQUIPMENT:

13.5.1 If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner 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 Owner's interest therein, all of which will be satisfactory to the Owner.

13.5.2 No payment will be made for perishable materials that could be rendered useless because of long storage periods.

13.5.3 The Owner shall have no responsibility to in the Contractors failure to properly store the materials or for the length of time the material is stored.

13.5.4 The Contractor shall replace any materials damaged during storage, by damage due to prolonged exposure and/or improper storage.

13.5.5 No progress payment will be made for living plant materials until planted.

13.5.6 The payment may be reduced by an amount equal to transportation and handling cost if the materials are stored offsite, in a remote location, or will require special handling.

13.5.7 Payment for Materials Stored will not be more than 80% of the invoiced amount paid by the Contractor.

13.6 CONTRACTOR'S WARRANTY OF TITLE:

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

13.7 WITHHOLDING OF PAYMENTS:

13.7.1 The Owner 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:

13.7.2 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.

13.7.3 The Contract Amount has been reduced by Change Order.

13.7.4 The Owner has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.

13.7.5 The Owner's actual knowledge of the occurrence of any of the events enumerated in subparagraphs 14.2.1.1 through 14.2.1.11 inclusive.

13.7.6 Claims have been made against the Owner or against the funds held by the Owner on account of the Contractor's actions or inactions in performing this Contract, or there are other items entitling the Owner to a set off.

13.7.7 Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.

13.7.8 The Contractor has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 RETAINAGE:

13.8.1 At any time the Owner 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.

13.8.2 This retainage may be released at such time as the Owner finds that satisfactory progress is being made.

13.9 REQUEST FOR RELEASE OF FUNDS:

13.9.1 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 Owner, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured.

13.9.2 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.

13.9.3 Following such a submittal by the Contractor, the Owner 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:

13.10.1 When the Contractor considers the Work ready for its intended use the Contractor shall notify the Owner in writing that the Work of a designated portion thereof is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Owner issue a certificate of Substantial Completion.

13.10.2 Within a reasonable time thereafter, the Owner, the Contractor and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion.

13.10.3 If the Owner does not consider the Work substantially complete, the Owner will notify the Contractor in writing giving the reasons therefore. If the Owner considers the Work substantially complete, the Owner will within fourteen days execute and deliver to the Contractor a certificate of Substantial Completion with a tentative list of items to be completed or corrected.

13.10.4 At the time of delivery of the certificate of Substantial Completion the Owner 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.

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

13.11 ACCESS FOLLOWING SUBSTANTIAL COMPLETION:

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

13.12 FINAL INSPECTION:

- 13.12.1 Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Owner will make a Final inspection with the Contractor and appropriate Consultants and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective.
- 13.12.2 The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 13.12.3 The Contractor shall pay for all costs incurred by the Owner resulting from re-inspections.

13.13 FINAL APPLICATION FOR PAYMENT:

- 13.13.1 After the Contractor has completed all such corrections to the satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents all as required by the Contract Documents, and after the Owner has indicated that the Work is acceptable (subject to the provisions of paragraph 13.16), the Contractor may make application for Final payment following the procedure for progress payments.
- 13.13.2 The Application for Final Payment shall be accompanied by all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents.

13.14 FINAL PAYMENT AND FINAL COMPLETION:

- 13.14.1 If on the basis of the Owner's observation of the Work during construction and Final inspection, and the Owner's review of the Application for Final Payment and accompanying documentation all as required by the Contract Documents, the Owner is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Owner will process Application for Final Payment.
- 13.14.2 Otherwise, the Owner will return the Application for Final 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 Application for Final Payment.
- 13.14.3 If, through no fault of the Contractor, Final Completion of the Work is significantly delayed, the Owner 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 Owner for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.8, 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 Owner with the application for such payment.

13.14.4 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:

13.15.1 Following receipt of the Contractor's Release with no exceptions, and certification that laborers, subcontractors and material men have been paid, certification of payment of payroll and revenue taxes, and Final payment to the Contractor, the Owner will issue a letter of Final Acceptance, releasing the Contractor from further obligations under the Contract, except as provided in paragraph 13.16.

13.16 CONTRACTOR'S CONTINUING OBLIGATION:

13.16.1 The Contractor's obligation to perform and complete the Work and pay all laborers, subcontractors, and material men in accordance with the Contract Documents shall be absolute.

13.16.2 Neither any progress or Final payment by the Owner, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

13.17 WAIVER OF CLAIMS BY CONTRACTOR:

13.17.1 The making and acceptance of Final payment will constitute a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

13.18 NO WAIVER OF LEGAL RIGHTS:

13.18.1 The Owner shall not be precluded or be stopped 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.

13.18.2 The Owner 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 Contractor's failure to comply with requirements of the Contract Documents.

13.18.3 Neither the acceptance by the Owner, or any representative of the Owner, 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 Owner, shall operate as a waiver of any portion of the Contract or of the power herein reserved, or of any right to damages.

13.18.4 A waiver by the Owner of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

13.19 DEDUCTIONS:

13.19.1 The Owner may deduct from the amount of any payment made to the Contractor any sums owed to the Owner by the Contractor including but not limited to:

13.19.1.1 Past due sales tax,

13.19.1.2 Port and harbor fees,

13.19.1.3 Property tax or rent.

13.19.2 Before making any such deductions, the Owner shall have provided Contractor written notice of the amount claimed by the Owner to be due and owing from the Contractor.

14. ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION:

14.1 OWNER MAY SUSPEND WORK:

14.1.1 The Owner 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 to re-coup his direct costs or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in Article 15.

14.1.2 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.

14.1.3 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 CONTRACTOR:

14.2.1 If the Contractor:

14.2.1.1 Fails to begin the Work under the Contract within the time specified in the Contract Documents, or

14.2.1.2 Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or

14.2.1.3 Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work.

- 14.2.1.4 Discontinues the prosecution of the Work, or
 - 14.2.1.5 Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
 - 14.2.1.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363, or
 - 14.2.1.7 Allows any final judgment to stand against him unsatisfied for period of 60 days, or
 - 14.2.1.8 Makes an assignment for the benefit of creditors without the consent of the Owner, or
 - 14.2.1.9 Disregards Regulatory Requirements of any public body having jurisdiction, or
 - 14.2.1.10 Otherwise violates in any substantial way any provisions of the Contract Documents, or
 - 14.2.1.11 For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor and his Surety of such delay, neglect, or default.
- 14.2.2 If the Contractor or Surety, within the time specified in the above Notice of Default, shall not proceed in accordance therewith, then the Owner may, upon written notification to the Contractor or Surety 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.
- 14.2.3 The Owner 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 Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner may deem expedient.
- 14.2.4 The Owner 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 Owner are required for the completion of said Contract in an acceptable manner.
- 14.2.5 The Owner may, by written notice to the Contractor and his Surety or his representative, transfer the employment of the Work from the Contractor to the Surety, or if the Contractor abandons the Work undertaken under the Contract, the Owner may, at his option with written notice to the Surety and without any written notice to the Contractor, transfer the employment for said Work directly to the Surety.

- 14.2.6 The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the Owner 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.
- 14.2.7 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.
- 14.2.8 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 Owner 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.
- 14.2.10 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 Owner and any amounts due to persons for whose benefit the Owner has withheld funds, such excess shall be paid by the Owner to the Contractor.
- 14.2.11 If the damages, costs, and expenses due the Owner exceed the unpaid balance, the Contractor and his Surety shall pay the difference.
- 14.2.12 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:

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

14.4 CONVENIENCE TERMINATION:

- 14.4.1 The performance of the Work may be terminated by the Owner in accordance with this section in whole or in part, whenever, for any reason the Owner shall determine that such termination is in the best interest of the Owner.
- 14.4.2 Any such termination shall be effected by delivery to the Contractor of a Notice of Termination, specifying termination is for the convenience of the Owner the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.
- 14.4.3 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Owner the Contractor shall:
- 14.4.3.1 Stop Work on the date and to the extent specified in the Notice of Termination;
 - 14.4.3.2 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;
 - 14.4.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 14.4.3.4 With the written Approval of the Owner, 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;
 - 14.4.3.5 Submit to the Owner 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 Owner;
 - 14.4.3.6 Transfer to the Owner 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 Owner;
 - 14.4.3.7 Take such action as may be necessary, or as the Owner 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 Owner has or may acquire any interest.
- 14.4.4 The Contractor shall proceed immediately with the performance of the above obligations.
- 14.4.5 When the Owner 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 the Basis of Payment clause of the Contract.
- 14.4.6 Materials required for completion and on hand but not incorporated in the Work will be paid for at cost plus 15% with materials becoming the property of the Owner or the Contractor may retain title to the materials and be paid an agreed upon lump sum.

- 14.4.7 Materials on order shall be canceled, and the Owner shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges.
- 14.4.8 The Contractor shall be paid 10% of the cost, freight not included, of materials canceled, and direct expenses only for Contractor chartered freight transport which cannot be canceled without charges, to the extent that the Contractor can establish them.
- 14.4.9 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 Owner.
- 14.4.10 Charges for loss of profit, loss of potential work or consequential damages shall not be recoverable except as provided above.
- 14.4.11 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within the 90 day period.
- 14.4.12 Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner 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 so determined.
- 14.4.13 The Contractor and the Owner 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 the Work pursuant to paragraph 14.4.
- 14.4.14 The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. In the event of the failure of the Contractor and the Owner 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 Owner 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:
- 14.4.14.1 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;
- 14.4.14.2 So far as not included 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;
- 14.4.14.3 The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.
- 14.4.15 The Contractor shall have the right of appeal under the Owner's claim procedures, as defined in Article 15, for any determination made by the Owner, except if the

Contractor has failed to submit his claim within the time provided and has failed to request an 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:

14.4.15.1 All previous payments made to the Contractor for the performance of Work under the Contract prior to termination;

14.4.15.2 Any claim for which the Owner may have against the Contractor;

14.4.15.3 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 Owner; and,

14.4.15.4 All progress payments made to the Contractor under the provisions of this section.

14.4.16 Where the Work has been terminated by the Owner said termination shall not affect or terminate any of the rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue because of a default.

14.4.17 Any retention or payment of monies by the Owner due to the Contractor under the terms of the Contract shall not release the Contractor or his Surety from liability.

14.4.18 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 Owner 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 this Contract and relating to the Work terminated hereunder.

15. ARTICLE 15 - CLAIMS AND DISPUTES:

15.1 NOTIFICATION:

15.1.1 In addition to the notice requirements set out elsewhere in this Contract, if the Contractor becomes aware of any act or occurrence which may form the basis of a claim by the Contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the Contract, the Contractor shall immediately inform the Project Manager that day but no later than by noon the preceding day.

15.1.2 If the matter cannot be resolved by agreement within 7 days, the Contractor shall, within the next 14 days, submit Intent to Claim in writing to the Project Manager. The Intent to Claim shall be presented as outlined in 15.2 Presenting Claim.

15.1.3 The Claim, if not resolved, shall be presented to the Owner's Project Manager, in writing, within 60 days following receipt of the Intent to Claim.

15.1.4 Receipt of the Claim will be acknowledged in writing by the Owner's Project Manager.

15.1.5 The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition.

15.1.6 The Contractor shall in any case continue diligent performance of the Contract.

15.1.5 If the Claim or dispute is not resolved by the OWNER, 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.

15.1.7 The CONTRACTOR waives any right to Claim if the OWNER 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 CLAIM:

15.2.1 The Claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

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

15.2.1.2 The Contract provisions which apply to the claim and under which relief is provided.

15.2.1.3 The item or items of Contract Work affected and how they are affected.

15.2.1.4 The specific relief requested, including additional Contract Time if applicable, and the basis upon which it was calculated.

15.2.1.5 All figures, computations, data, records and any other information that shows the basis of the Contractors claim and specifically how it was calculated. The information must be presented in a clear and logical presentation and only factual information will be allowed. Speculation, conjecture and assumptions will not be considered.

15.2.1.6 It is solely the Contractor's burden to clearly and accurately present the Claim. Failure to do so will null and void the Claim.

15.2.1.7 Contractor to provide 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 the CONTRACTOR'S 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, & PROJECT MANAGER'S ACTIONS:

15.3.1 The Claim, in order to be valid, must not only show that the Contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the Contractor for such act, event, or condition.

15.3. Also, in order for the Claim to be valid the Contractor must be able to clearly show specifically how he was damaged and all items in 15.2.1.5 must equal and clearly show the additional compensation or the extension of time for performance the Contractor is requesting.

15.3.2 The Project Manager reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the Claim.

15.3.3 The Contractor agrees to provide the Project Manager such additional information within 14 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim. If the Contractor requires additional time to furnish the information then a formal written request must be submitted asking for an extension in time.

15.3.4 The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Owner for formal written decision.

15.3.5 Failure of the Contractor to actively seek resolution with the Owner, involve, notify or provide timely information to the Owner shall render the Contractor's right to claim null and void.

15.4 OWNER'S DECISION:

15.4.1 The Contractor will be furnished the Owner's Decision within the next 90 days, unless additional information is requested by the Owner.

15.4.2 The Owner's Decision is final and conclusive unless fraudulent as to the Claim.

15.5 NOTICE OF APPEAL:

15.5.1 Within 14 days of receipt of the Owner's Decision, the Contractor may deliver a Notice of Appeal to the Owner in accordance with ARRC Procurement Rule 1800.13 and request a hearing.

15.5.2 The Notice of Appeal shall include specific exceptions to the Owner's Decision, including specific provisions of the Contract, which the Contractor intends to rely upon in the appeal.

15.5.3 General assertions that the Owner's Decision is contrary to law or to fact are not sufficient.

15.6 OWNER'S DECISION ON APPEAL:

15.6.1 The decision of the Owner on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later.

15.6.2 The time limits given above may be extended by mutual consent.

15.6.3 The decision of the Owner on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

15.7 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 defrauds or attempt to defraud the OWNER at any stage of prosecuting a Claim under this Contract.

16. ARTICLE 16 - MISCELLANEOUS:

16.1 GOVERNING LAW:

16.1.1 This Contract shall be governed by the laws of the State of Alaska and the provisions of ARRC's Procurement Rules.

16.2 CONTRACT CLAUSES:

16.2.1 If any contract clause is declared null and void, then all other clauses shall remain in force.

APPENDIX E

SUPPLEMENTAL CONDITIONS

The construction of Bridge 147.5 (North Channel Knik River) at Matanuska shall be carried out in accordance with the American Railway Engineering and Maintenance-of-Way Association (AREMA) guidelines dated 2017 and the Alaska Department of Transportation and Public Facilities (ADOT&PF) Standard Specifications for Highway Construction dated 2015, except as amended and supplemented by the Contract Documents.

SC – 01 **Escrow Bid Documentation:**

1. The purpose of this specification is to preserve the bid documents of the successful bidder (Contractor) for use by the parties in any claims or litigation between ARRC and Contractor arising out of this contract. The Contractor shall submit a legible copy of bid documentation used to prepare its bid for this contract to ARRC. Such documentation shall be placed in escrow with a document storage facility designated by ARRC and preserved by that facility as specified in the following sections of this specification. The Contractor is encouraged to submit the bid documentation in the Contractor's standard format. It is not the intention of this specification to cause extra work during the preparation of the Contractor's bid, but to ensure that the documentation will be adequate to enable complete understanding and proper interpretation for the intended use.
2. **Bid Documentation:** The term "bid documentation" as used in this specification means all writings, working papers, computer print outs, charts and all other data compilations which contain or reflect information, data, and calculations used by the Contractor to determine each bid item of the bid in bidding for this project. The term "bid documentation" includes, but is not limited to; Contractor equipment rates, Contractor overhead rates, labor rates, construction schedules upon which the bid is based, efficiency or productivity factors, arithmetic extensions, and quotations from subcontractors and material suppliers, and assumptions to the extent that such rates, quotations, and assumptions were used by the Contractor in formulating and determining the amount of the bid. The term "bid documentation" also includes any manuals, which are standard to the industry, used by the Contractor in determining the bid for this project. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the Publication and the Publisher. The term does not include bid documents provided by ARRC for use by the Contractor in bidding this project.

The Contractor shall obtain and furnish in the submission the same level of bid documentation for each subcontractor with a subcontract exceeding \$200,000.00 regardless of tier. Subcontractor bid documentation shall be submitted in a sealed container as part of the Contractor submission. The subcontractor shall prepare the affidavit as described below.

3. **Submittal of Bid Documentation:** The Contractor shall submit the bid documentation in a sealed container to the ARRC designated document depository for safekeeping no later than five (5) calendar days following notification of intent to award the Contract by ARRC. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Contractor's name and address, the date of submission, the Project

Name and Project Number. ARRC will not award the contract until the Bid Documentation has been so deposited.

4. Affidavit: In addition to the bid documentation, an affidavit, signed under oath by an individual authorized by the Contractor to execute bidding proposals shall be submitted directly to the Contracting Officer. The affidavit shall attest the following:
 - a) The affiant has personally examined the bid documentation and that it includes all documents used to prepare the bid for this project;
 - b) The sealed container contains all bid documentation submitted;
 - c) The sealed container contains all of the bid documentation used to determine the bid and no other bid documentation shall be utilized by the Contractor in litigation brought by Contractor arising out of this contract; and
 - d) Should a dispute arise, the Contractor's rights to use bid preparation documentation other than those in escrow are waived.
5. Duration and Use: The bid documentation shall remain in escrow, without access by either party, until one of the following occurs:
 - a) There is a dispute related to a Change Order. With a neutral observer present, both parties will have joint access to review and copy the bid documentation.
 - b) The Contractor files a written claim or initiates Contract-related litigation against ARRC. With a neutral observer present, both parties will have joint access to review and copy the bid documentation.
 - c) The Contractor completes the Contract and provides ARRC with a complete and final release of any claims with no exceptions listed. Such action is sufficient grounds for Contractor to obtain the release and custody of the escrowed bid documentation.
6. Refusal or Failure to Provide Bid Documentation: Failure or refusal to provide bid documentation renders the Contractor's bid non-responsive. Failure or refusal to provide subcontractor bid documentation will result in subcontract disapproval. These remedies are not exclusive and ARRC may take such other action as is available to it under the law.
7. Confidentiality and Bid Documentation: The bid documentation in escrow is, and will remain, the property of the Contractor and subcontractors. Except as otherwise provided herein, the escrow materials cannot be released without Contractor approval. The escrowed materials will be returned to Contractor once any litigation is concluded, outstanding claims are resolved, and the final release has been delivered to ARRC.
8. Cost and Escrow Instructions: The cost of escrow will be borne by ARRC. ARRC will provide escrow instructions to the depository consistent with this specification.
9. Payment: All costs of complying with this specification shall be included in the overall Contract bid price.

SC-02 Contract Time

1. Notice to Proceed: It is anticipated that the awarded Contractor will receive the Notice to Proceed (NTP) within (3) weeks of the bid opening; dependent on the Contractor satisfactorily submitting items required by the Contract Documents.
2. Site Access and Use: Except for restrictions indicated herein, the Contractor may access the project limits as indicated in the Contract Drawings after issuance of a NTP and Permission from the ARRC. Access prior to this date must be approved and coordinated

with the Owner. Railroad operations must be maintained as outlined in these specifications. No in-water work may occur prior to October 1, 2018.

3. Substantial Completion: Substantial Completion shall be on or before April 1, 2019 unless accepted and agreed upon otherwise by the Owner. This work includes the substructure, superstructure, sheet pile bulkheads and embankment construction – properly completed, approved by the Owner and fully serviceable for the intended use.
4. Initial Project Completion: Initial Project Completion shall be complete on or before twenty-one (21) days after Substantial Completion. This work includes any outstanding rework or punch list items, site cleanup, and demobilization.
5. Final Completion: Final Completion of all work shall be on or before July 1, 2019. This work includes any outstanding work that could not be completed due to the winter construction season (e.g. river bank plantings, embankment seeding, etc.) No in-water bridge construction or bridge demolition work may occur after April 15, 2019. In-water environmental mitigation work, in accordance with the Mitigation Plan, may be able to continue beyond April 15, 2019 provided a permit modification is applied for and approved, and the work is isolated in accordance with anticipated permit stipulations from the flowing waters of North Channel Knik River.

SC-03 Liquidated Damages

Liquidated damages will be assessed in the amount of \$2,400 per day for each calendar day of delay beyond the date of Substantial Completion stated in the SC-02 or any extension thereof which may be granted pursuant to the General Conditions or these Supplemental Conditions.

SC-04 Minimum Work to be Performed by the Contractor

The Contractor shall perform with their own organization not less than 60% of the original contract base amount.

SC-05 Project Scheduling

This Supplemental Condition supersedes the requirements of General Condition Sections 6.5.1 to 6.5.6 inclusive and 6.5.9. Note that certain scheduling requirements are specified in 6.5.7 and 6.5.8.

1. Project Schedule Submittal: The construction of the project shall be planned and recorded with a Critical Path Method (CPM) schedule. The schedule shall be used for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, supplies, utility companies, Owner, and review activity of the Owner. The Contractor shall submit for the Owner's approval a detailed initial CPM schedule within thirty (30) days of the NTP. The schedule shall meet the requirements set forth below. The construction time for the entire project shall not exceed the specified Contract Time. Following the Owner's review, if revisions to the proposed CPM schedule are required, the Contractor shall do so promptly. No work may be pursued at the site without an approved CPM schedule.
2. CPM Schedule Requirements:

- a) The schedule shall be in MS Project compatible format. Electronic format versions shall be submitted via CD or email as requested by the Owner's Representative. Hard copies shall be submitted in a color plot two (2) 24"x36" sheet if required for legibility.
- b) The CPM schedule shall include each major task item and sub task item necessary to thoroughly represent the construction activities and critical path to project completion.
- c) The CPM schedule shall include any anticipated work stoppages (e.g. holidays that will be observed).
- d) The CPM schedule shall be resource loaded with prime and subcontractor associated task items.
- e) The CPM schedule shall include a narrative that explains the basis for the Contractor's determination of construction logic and estimated duration and labor-hours. The schedule must reflect the available track closures, for the construction tasks that make the track impassable, that avoid interruption of the Owner's freight intermodal operation in Whittier described in these Supplemental Conditions. The CPM schedule shall include estimated quantities and production rates, hours per shift, work days per week, weather allowances, planned holidays, and types, number, and capacities of major construction equipment to be used.
- f) The ARRC reserves the right to rely on the accuracy of completed, current, and future activities depicted in the CPM schedule.
- g) After all contract work items are complete the Contractor shall submit along with the final application for payment, a "record" CPM schedule showing actual start and finish dates for all the work items.

SC-06 Determination of Delay Impacts

- 1. If the updated completion time for any significant work item included within the CPM Schedule does not fall within the time allowed by the Contract Schedule, the sequence of work and/or duration shall be revised by the Contractor through concurrent operations, additional manpower, additional shifts, or overtime, additional equipment or alternative construction methods until the schedule produced indicates that all significant contract completion, occupancy dates, and milestones shall be met. No additional costs will be allowed if such expediting measures are necessary to meet the agreed completion date or dates, except as provided elsewhere in the Contract Documents.
- 2. The Contractor represents that allowances have been made for all delays and hindrances incidental to the Work, including delays in securing materials or workmen, except for excusable delays.
- 3. Whenever the Contractor foresees any delay in the prosecution of the Work or immediately upon the occurrence of any delay which the Contractor regards as a Compensable or Excusable Delay the Contractor shall:
 - a) Give notice to the Owner's Representative, in writing within four (4) days, of the event causing the delay.
 - b) Take immediate steps, short of acceleration, to prevent, if possible, the occurrence or continuance of the delay, or to mitigate the impact of the delay.
 - c) Submit a written proposal to the Owner's Representative within ten (10) days after giving notice of the delay proposing the amount of adjustment in Contract Price or Contract Time with adequate documentation to support the proposal.

- d) Upon receipt of written notice of delay, the Owner's Representative shall determine the length of the delay and the extent to which the prosecution and completion of the work are being delayed.
- 4. The Owner's Representative will determine whether the delay is to be considered a compensable, excusable, or non-excusable delay and shall give notice to the Contractor of its determination, or of any additional information required to make a determination.
- 5. If the delay is a non-excusable delay, the Contractor shall be responsible for overcoming the delay and complying with the contract time. If the delay is a compensable or excusable delay, and the Contractor has given proper notice, the contract time will be extended by the amount of the delay's impact on the critical path. If the delay is a compensable delay, the contract price will be adjusted in accordance with the procedures applicable to a Change Order. Regardless of whether the delay is excusable, non-excusable, or compensable, the Contractor shall continue performing any portion of the work that is unaffected by circumstances causing or contributing to the delay.
- 6. The Contractor shall make no claim for additional time or compensation for any delay unless timely written notice is given to the Owner's Representative.
- 7. The Owner may withhold the granting of any time adjustment until the impact on the contract time can be determined.
- 8. In no event shall the Owner be liable to the Contractor for claims of additional compensation or damages arising out of, or resulting from, delays caused by or within the control of the Contractor or delays beyond the control of both the Owner and the Contractor.
- 9. If there are concurrent delays, one or more of which is an excusable delay and one or more of which is a non-excusable delay, the delay shall be deemed excusable. If one is compensable and the other is non-compensable, the delay will be non-compensable.
- 10. An excusable, non-compensable time adjustment will be granted for weather conditions of unusual intensity for the locality where work is performed.
- 11. Prosecution of the Work: The Contractor shall prosecute the work regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion of the work within the Contract time.
- 12. Definitions:
 - a) Compensable Delay: A delay entitling the Contractor to a compensation adjustment if the delay causes an increase in cost and/or a time adjustment, provided that the notice provisions of the contract documents are satisfied. A delay shall be Compensable Delay if it results solely from a change order, a concealed condition, or a breach of obligation by the Owner.
 - b) Compensation Adjustment: An equitable adjustment in accordance with the contract documents that may either increase or decrease the contract price.
 - c) Excusable Delay: A delay entitling the Contractor to a time adjustment but not to a compensation adjustment. A delay shall be an excusable delay if it results from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or subcontractor(s) including, but not restricted to, acts of God, acts of a public enemy, acts of another contractor in the performance of a contract with the Owner, fires, epidemics, quarantine restrictions, industry-wide strikes, freight embargos, or unusually severe weather.
 - d) Non-excusable Delay: Any delay that is neither compensable nor excusable.

e) Unusually Severe Weather:

- i. The Contractor will be allowed an extension of time only for activities delayed for an entire day and the activity is on the critical path defined by the most current approved CPM update.
- ii. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work that will not be damaged by the weather conditions.
- iii. Occurrence of unusually severe weather shall be agreed upon by the Contractor and Owner's Representative.

SC – 07 Equipment:

1. Determination of Time and Material Rates:

- a) Within fourteen (14) days of Award of Contract, the Contractor and Owner's Representative will meet and determine a schedule of rates for labor and equipment to be used by the Contractor for potential Change Order work accomplished on a Time and Materials basis. The resulting schedule of rates will be approved by the Owner and the Contractor. Equipment rates shall not exceed local area monthly rental rates for similar equipment.
- b) For Time and Materials work, the Owner will not pay premium time for overtime work or holiday work unless it is authorized in advance in writing by the Owner. The Contractor shall provide certified payroll records for all labor included in requests for a Time and Materials payment.

2. Provision of equipment: The Contractor shall:

- a) Provide compaction equipment appropriate for the material types to obtain the densities specified in the Contract Documents.
- b) Operate and maintain compaction equipment in accordance with the manufacturer's instructions and recommendations. If inadequate densities are obtained at the optimum moisture content of the material, provide larger and/or different type equipment at no cost to the Owner.
- c) Provide equipment for applying water of a type and quality adequate for the work, free of leaks and equipped with a distributor bar or other approved device to ensure uniform application.
- d) Provide equipment for mixing and drying of material, such as motor graders, discs, or other equipment.
- e) All equipment shall be cleaned prior to entering the project limits to mitigate the spread of nonnative invasive plants.
- f) Ensure that equipment brought onto the project is kept in good working order.
- g) Remove from within the project limits any item of equipment that is not operational for maintenance reasons or lack of an operator for a period of seven (7) continuous days. The contractor may apply, with justification, to the Owner's Representative for exception to this specification.

SC-08 Progress Meetings and Reports

1. There shall be a weekly progress meeting, date and time to be determined, at the Owner's Job Office location. Attendance at this meeting by Contractor supervisory personnel is mandatory. Other contractor or sub-contractor personnel may be invited to discuss specific issues.
2. The CPM schedule shall be up-dated bi-weekly (every two weeks) at this meeting. The updated CPM shall be submitted to the Owner's Representative by noon on the preceding Monday to allow review.
3. The required weekly work plan submission in General Conditions Section 6.7.3 shall cover the current week and the following two (2) weeks, three (3) weeks total.
4. The required weekly work plan submission shall include all active sub-contract work.
5. The Contractor shall give the Owner 7 days notice prior to any changes in the Contractor's shifts, hours or days of operation.
6. The Contractor shall provide 48 hours notice to the Owner's Representative to schedule required Quality Assurance testing.
7. The Contractor shall submit a daily report in acceptable format to the Owner's Representative at the end of each workday. This report shall cover:
 - a) Description of project tasks accomplished that day including work of each subcontractor by station and type of work accomplished. Include Pay Item Number for the work performed.
 - b) Materials installed.
 - c) List of major equipment utilized and hours worked
 - d) Estimate of quantities of materials installed or work items
 - e) Personnel who worked on the project and hours worked.
 - f) Any major equipment repairs started or underway. Status of repair and/or removal from Project.
 - g) Weather to include amount of precipitation.
 - h) SWPPP related activity, inspection, documentation and/or reporting.
 - i) Details of problems encountered.
 - j) Next day's planned activities.
8. Procedures for submitting Project Communications, Submittals and RFI's is attached in the Appendix.

SC-09 Progress Payments

1. The Contractor shall submit monthly pay applications on the forms provided by the ARRC. A digital copy in Microsoft Excel format shall accompany the hardcopy application.
2. Monthly pay applications shall be accompanied by:
 - a) Required copies of certified payroll.
 - b) Monthly Progress Report.

- c) Updated CPM project schedule including the original baseline and progress accompanied with explanations of any indicated delays.
- d) Updated percentage completion of the Schedule of Values.
- 3. Pay applications will not be processed until all required documentation is provided to the Owner's Representative.
- 4. A copy of the ARRC Standard Operating Procedure for Certified Payroll Handling will be provided to the Contractor upon contract award.
- 5. Monthly progress payment applications shall reflect the percentage completion of the line items included in the Schedule of Values.
- 6. Retainage: Under General Conditions Section 13.8, Retainage: Change 13.8.1. to read: "The Owner will retain a maximum amount equal to 10% of the total amount earned on all progress payments until substantial completion of the project." Section 13.8.2 shall be omitted.

SC-10 Lump Sum Price Bid Items

This Supplemental Condition supersedes the requirements of General Condition Sections 6.5.7 time requirements for submitting Schedule of Values for all of the work which will include quantities and prices of aggregating the Contract Amount and will subdivide the Work must be submitted at the time of the Bid Submission.

The contractor shall submit a Schedule of Values that accurately represents the itemized costs used to develop each of lump sum Pay Item(s). The Schedule of Values shall have line items for each Pay Item. At a minimum, the Schedule of Values Pay Items shall include a line item for each of the major tasks, materials and work. Major line items shall be sub-divided so no one line item within a Pay Item shall exceed \$100,000.00. The line item(s) totals shall equal the Pay Item and the Pay Items shall equal the aggregate Contract Amount.

Lump Sum Price Bid Items shall include all materials, equipment, labor, supervision, transportation, disposal, administration and all other incidentals necessary to complete the project in accordance with referenced specifications, these Supplemental Conditions and the Contract Drawings, referred to in aggregate as the Contract Documents.

Progress payments will be based upon the percent completion of the itemized costs included in the Contractor's Schedule of Values. The percent completion must be accepted and approved by the Owner's Representative. No measurement or payment will be made for wasted materials, for work done for the convenience of the Contractor, or for work that is not in accordance with the Contract Documents. Payment will constitute full compensation for performing all work included within the Contract Documents and for all risk, loss, damage and expense arising out of the nature or prosecution of the work, subject to General Conditions 13.18.

SC-11 Quality Assurance and Control

- 1. Owner will accomplish project quality assurance testing using qualified technicians and a Professional Engineer registered in the State of Alaska. The Owner's quality assurance has final authority on passing or failing material and site work.
- 2. The Contractor shall be responsible for quality control. Quality control testing shall be part of the Contractor's Quality Control Program. Qualified technicians and a Professional

Engineer registered in the State of Alaska shall conduct and oversee the quality control testing portion of the Contractor's Quality Control Program. The testing aspects of the Contractor's program would include concrete sampling, weld inspection, compaction and related quality control tests as needed, to ensure materials produced and grade constructed conform to the Contract Specifications. All of the Contractor's quality control test results shall be submitted to the Owner at the end of each day's work period or in a timely manner agreed upon between the Contractor and the Owner's Representative.

3. Contractor shall submit a Construction Quality Control (CQC) Plan for approval. The plan shall be approved prior to beginning work. The CQC Plan shall meet the minimum requirements in the Appendix Construction Quality Control (CQC) Plan.

SC – 12 As-Built (Record) Drawings:

1. Throughout the project, as changes occur to the design shown in the plans and as new pay items are added to the contract and original items are deleted, the Contractor shall revise and update the designated set of plans marked up as-built drawings in the field office on a timely basis. One full-size set of plans is to be set aside in the Contractor's field office for recording all of the as-built changes made to the project during construction.
2. The contractor personnel associated with the change should enter all corrections, revisions, or additions to the work on the as-built drawings. New drawings or sketches should be added to the set as appropriate. The contractor personnel shall also date and initial each change or addition to the as-built. All changes or additions to the as-built drawings should be made in the color red.
3. Certain information on the drawings does not need to be updated, particularly information of no significance to the finished project like temporary construction features, staged construction schedules, or temporary traffic control measures.
4. Update the following information on the as-built drawings: changes in horizontal or vertical alignment; changes in typical sections or new typical sections; new or revised utility locations; changes to electrical wiring diagrams and installations; changes to automated traffic recorders; as-built location and dimensions of all structures; changes in survey control or right of way/property monuments; changes in drainage features; as-built data on materials sources including areas developed and waste areas (if included in the drawings); as-built location and dimensions of piles, foundation elevations and subsurface structural details; revisions/substitutions of materials or equipment; estimated quantities should be revised to final quantities; all change document work. In short, any change made during construction to a permanent feature of the project, should be correctly shown on the final as-built drawings.

SC-13 Permit Requirements

1. Regulatory Permit Compliance: The contractor is required to comply with all applicable laws, federal, state and local, and the regulatory permits that govern the proposed project construction.
2. Owner-Submitted Permits: Copies of Owner-obtained permits are included in the Appendix. All work performed by the Contractor must conform to the various permit conditions contained therein.

SC-14**Construction Area / Critical Areas**

1. As part of the environmental requirements for this project, the existing drainage systems shall be protected during construction. Drainage system protection encompasses the protection of all existing watersheds, springs, wetlands, and watercourses (e.g., streams). Wherever possible, a minimum of sixty-six (66) feet of undisturbed natural vegetation and stabilized banks will be retained adjacent to watercourses and wetlands as a buffer and sediment filter for runoff from adjacent disturbed areas. Buffers will be identified and flagged adjacent to streams, drainages, and wetlands prior to any clearing or restoration activities.
2. The existing drainage of watersheds, springs, wetlands and watercourses (e.g., streams) shall be maintained at all times. This is to include locations where drainage structures (i.e. culverts, bridges) are to be constructed as shown on the plans.
3. To the extent practicable, staging areas and temporary construction roads will be located in upland areas and must be approved by the Owner's Representative. If the Contractor believes it is necessary to place temporary fill in wetlands and/or cross streams a detailed comprehensive plan is required to be submitted to the Owner's Representative and approval granted by the Owner prior to beginning the work. The Contractor shall be responsible for obtaining required permits for temporary construction roads or staging areas. The following requirements must be met at a minimum:
 - a) The plan shall include a typical section showing fills being placed on geotextile mats or other suitable materials of sufficient thickness to facilitate the removal of the fill and the materials when they are no longer needed for construction.
 - b) No natural earthen material will be removed from under the geotextile mat when the temporary fill has been removed.
 - c) Contractor shall stabilize the wetlands against erosion once construction equipment and protective mats have been removed by reseeding and revegetating the disturbed areas as necessary. (Type and amount of seed need will be determined by the Owner's Representative)
 - d) The Contractor shall be required to prepare and follow a Storm Water Pollution Prevention Plan to minimize impacts to nearby wetlands.
 - e) The Contractor's belief of the necessity of such fill in wetlands and/or the submission of a plan as outlined above does not grant or guarantee the Contractor's request.
4. When constructing culverts and bridges in designated wetland areas the Contractor shall be required to provide a detailed, comprehensive plan to be submitted to the Owner's Representative and approval granted by the Owner. The plan is to thoroughly describe the work and all work must meet the requirements of the Owner obtained permits and all Local, State and Federal Laws and Regulatory requirements.
5. Impacts to wetlands resulting from construction activities, temporary staging or access areas shall be the responsibility of the Contractor to restore following construction.
6. The area of disturbance has been outlined in the attached permits, and the Contractor shall keep all work within those areas. Permit modifications or additional areas of impact resulting from work conducted outside of the permitted area shall be the responsibility of the Contractor. No Work will be allowed outside the Grading Limits.

7. All staging, fueling, and equipment-servicing operations will be located at least 100 feet away from all streams, wetlands and ordinary high-water line.
8. All earth working equipment shall be thoroughly cleaned prior entering the project limits to mitigate and control the spread of nonnative invasive plants.
9. Spill response equipment will be readily available and construction personnel should be trained in spill response to contain accidental leaks of oil or fuel from construction equipment.
10. Failure to respond to this or any other special condition in a timely and diligent fashion will result in corrective action by the Owner. The Owner reserves the right to hire another contractor to do corrective action, and to reduce the contract amount by this cost plus the cost to the Owner of implementing another contract.

SC-15 Safety

1. Roadway Worker Protection: Safety is of the utmost importance for the Alaska Railroad Corporation (ARRC); refer to ARRC General Conditions Section 6.17-Work Safety on Railroad Property. Note that a Railroad Safety Plan will be required. Contractor's project supervisors/foremen will be required to complete an ARRC approved Roadway Worker Protection (RWP) course. All Contractor employees expected to be working on or near the tracks are encouraged to complete an RWP course. An approved on-line version of this course is offered at www.contractororientation.com.
2. FRA Bridge Worker Safety Standards: The Contractor is required to perform all bridge construction in accordance with these safety standards. These standards differ from OSHA fall protection safety standards and may be found at 49 CFR 214, Subpart B.

SC – 16 Lead and/or Other Airborne Hazards

1. The Contractor shall abide by all applicable AKOSH, OSHA and FRA safety requirements for any and all activities performed.
2. The Contractor shall ensure, through engineering controls and/or Personal Protective Equipment, that worker and/or bystander exposures to lead or any other airborne hazard(s) will be kept below the AKOSH or OSHA Permissible Exposure Limits (whichever is more stringent).
3. The Contractor shall also ensure all ADEC and EPA regulations are followed for the capture, accumulation and disposal of any and all waste products (i.e. paint) associated with this project.
4. Prior to the commencement of operations a detailed site safety plan will be submitted the ARRC for review.
5. A copy of the sampling results from 2010 are attached in the Appendix as information only. The Contractor may need to do additional sampling in order to create a complete safety plan.

SC-17**ARRC General Construction Requirements****1. General Requirements:**

- a) All construction, reconstruction, operation and maintenance on Railroad property shall be performed in compliance with these specifications. For the purposes of this contract, the project limits within the existing or new rights-of-way shall be considered Railroad property.
- b) Whenever in the opinion of the Owner's Representative, the construction may cause a hazard to the safe operation of the Railroad, they may place at the site of the work the required number of qualified employees to protect the Railroad's operations. The providing of such employees and such other precautions as may be taken shall not relieve the Contractor, nor subcontractors from liability for the payment of damages caused by their operations. ARRC shall be the sole judge of the necessity for, and as to the number and classification of employees required. All ARRC cost and expense for providing such additional employees shall be collected from the Contractor, except for flagging which shall be paid for as described in the ARRC General Conditions 6.17.

2. Protection of Railroad Traffic and Property

- a) The Contractor shall make provisions satisfactory to the Owner's Representative against disturbing, in any manner, the embankment, structures and tracks during construction. If the work to be performed by the Contractor shall, as determined by the Owner's Representative, weaken or undermine the Railroad's embankment, structures or tracks, then said work shall be stopped, upon notice to do so. Should any damage occur to ARRC property as a result of the Contractor's unauthorized or negligent operations, the Owner may repair such damages and/or perform any work for protection of its property it may deem necessary and the actual cost thereof shall be borne by the Contractor.
- b) The Contractor shall furnish, install, maintain and subsequently remove temporary protective fencing, barricades, warning lights, and such additional protection as may be required at excavations, acceptable to the Owner's Representative.
- c) The following temporary clearances are the minimum, even with flag protection, which must be established and maintained at all times, prior to train passage, during the construction operations:
 - i. Vertical: Twenty-three (23) feet above top of highest rail unless otherwise noted on the Plans.
 - ii. Horizontal: Nine (9) feet from centerline of the nearest track to the edge of obstruction, measured at right angles, thereto, unless otherwise indicated on the Plans.
- d) In the event that lesser clearances than the above are required for any part of the work, the Contractor must secure written authorization from the Owner's Representative for such lesser clearances in advance of the start of the work on that portion of the project along, on, over or across the property or tracks of the ARRC.
- e) Falsework, temporary construction bridge, support falsework and shoring plans must be prepared and stamped by an engineer licensed in the State of Alaska, and will be forwarded to the Owner's Representative for final authorization.
- f) The Contractor shall follow Federal, State and local governmental guidelines and suggestions for notification and location of utility locations before proceeding with work.
- g) The Contractor shall, before entering onto the property of the ARRC or project limits for the performance of any construction work or work preparatory thereto, secure

permission from the Owner's Representative for the occupancy and use of the ARRC property and shall confer with the Owner's Representative relative to the requirements for Railroad clearances, operation, Contractor's temporary construction crossing and general safety regulations.

- h) The Contractor shall, upon the completion of the work, remove from the property of the ARRC, all machinery, equipment, surplus materials, falsework, rubbish and temporary buildings made necessary by the contract operations, and to leave said property in a neat condition satisfactory to the Owner's Representative.

3. Protection of Roadway Traffic

- a) The Contractor shall be exclusively responsible for all roadway-related activity.
- b) All costs involved in the development and implementation of traffic control plans, including flagging, signs, roadway maintenance, approval by the agency responsible for the roadway, etc. shall be borne by the Contractor, and no payment will be made for this by the Owner.

4. Access Roads and Construction Roads

- a) No payment will be made to the Contractor by the Owner for any work done in constructing, improving, repairing or maintaining any road or structure for use in the performance of the work. The Owner assumes no responsibility for the condition or maintenance of any road or structure that may be used by the Contractor in performing the work or in traveling to and from the site of the work.
- b) All haul routes and access roads within the Railroad property shall be reviewed and approved by the Owner's Representative.
- c) Where it is necessary to place a portion of the haul or service road or occupy an area off the Railroad's right-of-way, the Contractor shall obtain written release from the landowner and tenant for the land involved. At the completion of the project, the area used by the Contractor shall be returned to a condition satisfactory to the landowner and duly constituted environmental agencies.

5. Track Outages

- a) Train traffic will be maintained for the duration of the project. All work within nine (9) feet of centerline of track above the elevation of the rail must be completed between trains. Work that makes the track impassable for train traffic for significant periods of time, such as pile driving, must be done during track outages between trains. A description of train operations and bridge construction coordination for this project is provided in these Supplemental Conditions.
- b) The Contractor shall coordinate with the Owner's Representative to schedule track outages. The Owner's Representative will forecast available track outages that reflect the rail freight operation described in these Supplemental Conditions. The scheduled track outages will be adjusted on-going as the rail barge arrival schedules solidify. The Railroad will provide as much track outage time as possible while maintaining rail freight operations. The Contractor must plan and structure the proposed bridge construction based upon the available track outages.
- c) ARRC reserves the right to delay a scheduled track outage as may be required to support the freight operation. Refer to Train Delays and Contractor stand-by time in these Supplemental Conditions.

6. Utility Facilities.

- a) Utility Locates: The Contractor or its Subcontractor shall be required to provide a

locate confirmation number from Alaska Digline and identify in the field, utility locates prior to any ground disturbance activities deeper than 6 inches.

- b) All work on ARRC Property shall be conducted in such a manner as to protect ARRC's communication facilities and utilities at all times from damages, outages resulting directly or indirectly from the Contractor's or its subcontractor's operations. The Contractor shall bear the costs of all damages or outages caused by their actions or the actions of their subcontractor.
- c) Should any of the Contractor or its subcontractor's operations cause outages to said communications facilities, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Contractor:
 - 1. Open wire communication circuits: \$1.00 per minute per circuit
 - 2. Communication cable: \$1.00 per minute per cable
- d) The outage time shall be that as established by ARRC's Test Board, Anchorage.
- e) Fiber optic cable systems are buried on ARRC's ROW Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on ARRC's Property Installation and repair of all underground utilities, including culverts, pipelines, and underground power and communication lines, on ARRC Property shall conform to the current American Railroad Engineering and Maintenance-of-way Association (AREMA) Specifications.
- f) There shall be no equipment operated or excavation made within fifteen (15) feet of any ARRC communication pole guy, anchor, or other communications apparatus unless authorized in advance by the Telecommunications Supervisor.

7. Excavations.

- a) No water shall be allowed to stand in open excavations in the track area.
- b) Bridging and shoring shall be adequate to safely carry Railroad traffic.
- c) All open excavations shall be continuously protected by flags, barricades, or watchmen as directed by the Owner's Representative.
- d) No open trenches shall be left open more than three (3) days, unless authorized by the Owner's Representative.
- e) The Railroad embankment and cut slopes shall not be disturbed any more than necessary to accommodate the construction and shall be left in a stabilized condition.
- f) Railroad ditches, culverts and roadways shall be kept clean and free of rock, gravel, construction debris and equipment at all times.
- g) The Contractor shall obtain any appropriate permits required from the State and have the concurrence of the Owner's Representative prior to any dewatering activities.

8. Snow Removal.

- a) Snow removal operations shall be conducted in such a manner as to not place snow (1) upon the tracks of the Railroad, (2) where it impairs the visibility of either highway or rail traffic at the crossings, or (3) where it inhibits drainage.

9. Personal Injury Reporting

- a) ARRC is required to report certain injuries as a part of compliance with Federal reporting requirements.
- b) Any personal injury sustained by a Contractor employee while on ARRC property must be reported immediately (by email if unable to contact in person) to the Owner's Representative in charge of the project. The injury report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of injury.
- c) The Contractor shall submit a one page typed report to Owner's Representative within seventy-two (72) hours of incident. The report shall be a brief narrative describing details of the incident, root cause as developed during injury investigation and corrective measures recommended to prevent re-occurrences.
- d) Non-Injury Incident Reporting. Any non-injury incident involving a Contractor employee or equipment while on ARRC or MSB property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The incident report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of the incident.

SC-18 Staging and Access

The contractor may make use of the Railroad right-of-way in upland areas at with written permission of the ARRC. Materials and equipment must be stored in a neat, workmanlike manner. All materials, equipment, and debris must be removed at the completion of the project. Disturbed areas must be restored.

SC-19 Rail Operations Coordination

General Background:

The proposed bridge will be constructed during active rail operations. This bridge is located in part of a critical freight transportation system. Railcars, containers and break bulk cargo are transferred from barge to rail at either the Whittier Terminal or Seward Terminal for transportation to the Anchorage Terminal and interior Alaska. The freight activities between rail and barge are closely coordinated and interdependent. The proposed bridge construction must be planned, scheduled and undertaken to avoid disruption to the rail freight operation.

The proposed bridge will be constructed outside of the peak passenger train season which typically ends around the middle of September. This will allow track closures that will be arranged around the freight operation described herein.

Operational schedules are adjusted and influenced by weather, tides, freight make-up, loading and off-loading quantities, and equipment reliability.

Other, infrequent barge freight operations also use the Whittier Terminal and Seward Terminal. In the past, these have included both Northland and Spenard Builders Supply. Generally, this additional barge traffic is due to unfavorable ice conditions in Cook Inlet.

Alaska Railroad train operations are scheduled to service the barge arrivals. The barge arrival schedules become firmer as the vessel progresses towards Whittier. Generally, the greatest

schedule uncertainty is associated with the leg of the voyage that crosses the Gulf of Alaska. Inbound tows will sometimes choose to remain in Icy Strait awaiting fairer marine conditions to cross the Gulf. Occasionally, barges will stack-up in Icy Strait and later arrive nearly together at the Whittier Terminal.

Occasional barge double-tows require more off-loading time and longer periods of train activity before the final loaded train departs the terminals.

ARRC Flagging

Situational Requirements:

Railroad flag protection (flagging) is required whenever people, vehicles, or equipment are within 20' of the tracks.

Flagging is also required if equipment can reach within 20' of the tracks. Some examples of other situations which may require flagging:

- Surveying within 20' of the tracks
- Boring under the tracks
- Working over the tracks (on a bridge or with overhead utility lines)
- Working within 20' of any railroad facilities, including signal facilities.
- Movement of off-road or oversized/overweight loads over at-grade crossings
- Operating tracked equipment over at-grade crossings
- Using a sweeper truck on at-grade crossings
- Crossing tracks on foot with limited sight distance

Railroad flagging personnel are provided to protect ARRC personnel, equipment, passengers, and facilities from the work being performed, and to provide protection to contractors working within ARRC ROW from ARRC operations. They are NOT inspectors of the work being performed. ARRC reserves the right to require construction observation for work within ARRC ROW. Flaggers will provide daily job briefings and ensure at each briefing that all contractor activities planned for that day will comply with the most current version of the Alaska Railroad Safety Policies. All personnel entering the project limits are required to have a job briefing with the Flagger prior to work.

A single flagger may cover a limited length of track, depending on track curves, sight lines, radio contact, and other factors. The ARRC will determine in its discretion flagging limits per location and how many flaggers are necessary to cover the required work area.

The minimum flag protection time for which a permittee shall be responsible is 8 hours per day, per flagger, regardless of the actual time during each day that flagging is required. No single flagger may work more than 12 hours in a given day, 60 hours in a given week, or 6 days in a row.

Flagging hours will typically exceed the contractor's onsite work hours. Additional time is required for flaggers to travel to and from the work site, to obtain track authority, and to set up and tear down equipment, each of which are included in the time allotted for flag protection. On average, a flagger will work 2-3 hours per day in addition to the onsite flagging time.

Flagging required for delays in the work and/or hours beyond 12 hours in a given day, 60 hours in a given week will be billed to the contractor at the Flag Projection Cost. This includes additional flagger(s) required to be called out so as not to exceed the times stated above.

Scheduling:

Flagging requests must be submitted 10 business days prior to the start of work. ARRC will make a reasonable effort to provide flagging to accommodate contractors' schedules. However, staffing is limited during certain times of the year and personnel may not be available at specific times.

To avoid flagging charges, cancellations of flagging requests must be made at least 72 hours prior to the scheduled start of flagging operations. Any cancellations received with less than 72 hours' notice are subject to payment of the minimum daily rate, as determined by ARRC, for the number of flaggers assigned to the project.

Flag Protection Cost:

Flagging will be billed out at a daily rate of \$1,200.00 per flagger, per 12 hour shift. The rate will not be prorated for partial shifts. Anything over 12 hours will be billed an additional day at the daily rate stated.

ARRC Work & Coordination

The Owner shall be responsible for all scope items associated with track work unless noted otherwise. These items shall be considered beyond the Contractor's Scope of Work. They include:

1. Square joint existing rail for span change-outs.
2. Re-install rail, new ties and other track materials.
3. Install ballast and surface track.
4. At project completion, remove square jointed rail and install new rail.
5. Furnish riprap. Riprap shall be Class III/IV.
6. Furnish Type A Material.
7. ARRC Work Train will be used for the transporting of materials and equipment to and from the site.
8. ARRC work crews will require access to the work site to perform the above construction activities. The Owner's Representative shall coordinate with the Contractor to schedule this work. Shared access to the site will be a requirement of this contract.

Bridge Construction Activities:

General bridge construction activities must be planned and coordinated with rail operations. Work within nine (9) feet of the track centerline above the elevation of the rail, or work that may inadvertently damage the serviceability of the bridge or track must always be carefully coordinated with the Owner's Representative. The time available to work within this area and/or make the track impassible will vary, dependent upon the freight and passenger operations described previously. Track closures for bridge construction, with no-train traffic, will be established ongoing during construction activities with as much certainty as possible to assist the Contractor with the objective of constructing the proposed bridge efficiently during active rail operations servicing the barge arrival cycle. Typically, the bridge site will be available for the Contractor's full use at all times that do not conflict with the rail operations described herein. Bridge construction activities within nine (9) feet of track centerline that do not require long periods of time may occur daily, during train operations, but must be coordinated between trains and authorized by the Owner's Representative.

Tracks out of Service (Track Outages): The work shall be planned so as to minimize track service outages. The Contractor shall submit a closure plan and request for proposed track outage date(s). The plan will describe the work to be accomplished, the equipment, manpower and other resources required, and the work schedule, specifying dates and times. Once approved by ARRC, the Contractor shall follow the plan without any variation whatsoever unless a modification is approved by the Chief Engineer. ARRC reserves the right to assume control of the work to reestablish rail service if the schedule is not met. The Contractor shall bear all costs and damages which may result from failure to meet the closure schedule, in addition to the Train Delay charges provided for in these Supplemental Conditions and Contract Documents.

1. **30 days in advance the Contractor will identify the target week for 8 to 48 hour track outages and submit closure plan and request for track outage date(s).**
 - a) **7 days prior to the outage week, ARRC will identify probable dates and times for the outages.**
2. **45 days in advance the Contractor will identify the target week for track outages greater than 48 hours and submit closure plan and request for track outage date(s).**
 - a) **7 days prior to the outage week, ARRC will identify probable dates and times for the outages.**
3. **ARRC will commit to an outage 7 calendar days in advance. Prior to that, ARRC can cancel and/or reschedule the track outage.**
4. Track Closures will only be allowed:
 - a) On the 2nd, 3rd, 4th and 5th weeks (as applicable) of the months of October 2018 through April 2019.
 - b) Most days an 8 hour track outage is available at different times during the day.
 - c) From week to week a track outage may be available between Thursday 0700 and Saturday 0700
 - d) With appropriate planning as outlined in the Contract Documents and on occasions for critical work a track outage may be available sometime Wednesday morning to Saturday morning. This track outage involves moving and delaying ARRC customers. This type of track outage will require 45 days in advance request. THIS TYPE OF TRACK OUTAGE WILL BE VERY LIMITED AND ONLY APPROVED IF ABSOLUTE NECESSARY. THIS TYPE OF OUTAGE WILL NOT BE MADE FOR CONVIENCE.
5. Approximately 10 passenger trains per day and 6-10 freight trains per day in peak season (peak months are May to September inclusive)
6. Approximately 2-4 passenger trains per week and 10-14 freight trains per week in off-peak season (off-peak months are October to April inclusive) The above listed train schedule is provisional and may change. Train traffic must not be impeded.
7. Specific work windows/track closures have not been determined; ARRC expects to work with the successful bidder during the preconstruction phase to determine appropriate work windows.
8. The track outages are not for the contractor's exclusive use. The ARRC will be using the outage and hours to perform their tasks. The contractor will be required to have adequate staff and equipment to do the work in the time allotted. 24 hour shifts during track outages will be mandatory.

Span Change-Out Track Closures:

The Owner anticipates that the longest track outages will be required for span change-outs.

The Contractor may choose to install one or more of the new bridge spans per change-out track closure. Span change-out track closures shall be carefully planned and scheduled and must be closely coordinated with Maintenance of Way (MOW) forces who will perform some of the work tasks necessary to place the track back in service. Planning and coordination with the Owner for span change-outs must include the following:

1. MOW forces will square joint the rail between Contractor established change-out limits. This will be done in advance of the span change-out track closure. At the bridge ends, the joints will be located off the bridge span to allow complete removal of the bridge span and construction of the track embankment.
2. After passage of the last train, the Contractor shall remove/demolish the interfering portions of the bridge to be changed-out. The previously square jointed rail segments shall be preserved undamaged and set aside adjacent to the track for re-installation by MOW. All other removed materials, unless noted otherwise, shall become the property of the Contractor.
3. After the Contractor has installed the new span(s), and the structure is safe for equipment operation, MOW forces will place ballast and reassemble the track as the last significant operation during the planned change-out.
4. The change-out plan and schedule must be approved and agreed upon by the Owner and must include the time necessary to reassemble the track.

Other On-Track Railroad Activities:

Other Railroad on-track activities that will pass the proposed bridge site include snow plowing and track inspection. The track is inspected, in accordance with federal regulations, twice a week by hyrail. The Owner will coordinate these other activities whenever possible with freight operations to avoid interfering with available bridge construction track closures.

ARRC Work Train:

1. The Contractor shall provide a minimum of 21 days' notice for ARRC work train coordination and use for mobilization, demobilization, loading/unloading materials at ARRC's Birchwood Yard.
2. For Work Train use during track outages the Contractor shall request the Work Train as part of their submitted closure plan and request for proposed track outage date as described in these Supplemental Conditions.
3. The ARRC will be utilizing a Work Train to move equipment and materials to and from the project site.
4. ARRC work trains to mobilize and demobilize jobsite facilities and equipment and materials at ARRC's convenience.
5. ARRC will provide for one dedicated work train for mobilization at the start of the season and one dedicated work train for demobilization at the end of the season.
6. Contractor shall provide at least 4 people to remove load securements, 2 operator and 1 supervisor at the site during unloading of equipment and materials for mobilization and demobilization.

7. Marshalling area is available at the ARRC Anchorage Yard for moving contractor's equipment. ARRC may consider alternate marshalling areas proposed by the Contractor.
8. Materials will be loaded at ARRC's Birchwood Yard. ARRC may consider alternate areas proposed by the Contractor.
9. Overtime, stand-by time, or delays caused by work train schedules are the Contractor's responsibility.
10. ARRC Work Trains hours of service may and will not exceed 12 hours. Hours of service are set by Federal Regulations. Delays to the work train will be as outlined in these Contract Documents.

SC-20 TRAIN DELAYS

1. All work on ARRC Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by ARRC.
2. Should any of the Permittee/Contractor's or its subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Permittee/Contractor by ARRC.
 - a) Passenger trains each: \$50 per minute of delay, 60-minute minimum charge.
 - b) All other rail traffic: \$50 per minute for each delay over five minutes, 30-minute minimum charge.
 - c) Rail barges or other Connecting Carrier Vessels: No charge for delays of one hour or less; \$1,000 per hour for each hour or any part of an hour thereafter with a minimum charge of \$6,000.
 - d) Work Train delays: \$10,070.00 per day for each calendar day for delays.

Delay time will be taken from the train sheet in ARRC's Dispatcher's Office, Anchorage for all delays and such train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

SC-21 Owner-Furnished Materials

1. Title to all Owner-furnished material or property shall remain with the Owner.
2. The Contractor shall be responsible for loading of the Owner furnished materials at the ARRC Birchwood Rail Yard onto ARRC provided rail cars for transporting them to the site.
3. Unless otherwise provided in the resulting contract, the Contractor assumes the risk of, and shall be responsible for:
 - a) Any loss of or damages to Owner-furnished material provided under this contract occurring after its delivery to the Contractor.
 - b) The cost of technical direction receiving, transporting, storing, handling, installing, incidental items and any other direct expenses required to incorporate the Owner-furnished items into the project.

- c) The cost of all indirect or other expended including but not limited to Contractor's supervision, overhead, insurance bonds and profit.
- d) The Contractor shall include the value of the Owner-furnished materials under All Risks Builder's Risk insurance in addition to the full contract amount.
 - i. The estimated value of Owner-furnished materials required for pipe & sheet pile installation shall be \$65,000.00
 - ii. The estimated value of Owner-furnished steel bridge fabrications shall be \$4,000,000.00
- e) 24 inch Pipe Pile are located at the ARRC's Birchwood Yard. Pipe Pile Info:
 - i. 24" Diam.
 - ii. 1/2" Wall Thickness
 - iii. ASTM A 53 Grade B
 - iv. Galvanized Pipe has Beveled Ends, other pipe pile may have beveled ends (contractor to verify).
 - v. Inside Cutting Shoes may be installed on some pipe piles (contractor to verify).
- f) Sheet Pile are located at the ARRC's Birchwood Yard. Sheet Pile Info:
 - i. Varies 60-75 foot length's
 - ii. PS31
- g) The (3) 125' TPG steel spans are located at the ARRC's Birchwood Yard and require assembly. Shop drawings are included in the Other Documents section of the ITB.
- h) The (2) 26' Ballast Deck Approach Spans will be located at the ARRC's Birchwood Yard and require assembly. Plans are included in the Other Documents section of the ITB.
- i) Ballast Deck Approach Spans, New Abutment Caps and Galvanized Pipe Piles are currently out for procurement and are due by October 31, 2018.

APPENDIX F

TECHNICAL SPECIFICATIONS

REFERENCED STANDARD SPECIFICATIONS. The following sections of the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2017 edition, are incorporated into these Specifications as though physically contained herein. Additional sections referenced by the following sections shall also apply, except when noted otherwise.

All references to the Alaska Department of Transportation and Public Facilities, the Department, the State, the Engineer, and similar references shall mean the “Owner.” or “Owner’s Representative”, as defined in the General Conditions and Special Conditions.

DIVISION 200 - EARTHWORK

- 201 Clearing & Grubbing (completely replaced by modifications)
- 202 Removal of Structures and Obstructions (completely replaced by modifications)
- 203 Excavation & Embankment

DIVISION 300 - BASES

- 301 Aggregate Base & Surface Course

DIVISION 500 - STRUCTURES

- 501 Structural Concrete (completely replaced by modifications)

DIVISION 600 - MISCELLANEOUS CONSTRUCTION

- 611 Riprap
- 618 Seeding
- 630 Geotextile for Embankment Separation & Stabilization
- 631 Geotextile for Subsurface Drainage and Erosion Control
- 633 Silt Fence
- 634 Geogrid Soil Reinforcement
- 640 Mobilization & Demobilization
- 641 Erosion, Sediment, & Pollution Control
- 642 Construction Surveying & Monuments

DIVISION 700 - MATERIALS

- 724 Seed
- 725 Fertilizer
- 729 Geosynthetics (completely replaced by modifications)

MODIFICATIONS TO THE REFERENCED STANDARD SPECIFICATIONS. The following pages contain modifications to the referenced sections of the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2017 edition, listed on the previous page. These modifications are a combination of the ADOT/PF standard modifications and Special Provisions for this project.

SECTION 201

CLEARING AND GRUBBING

Delete this section in its entirety and replace with the following:

201-1.01 DESCRIPTION. Clear, remove and dispose of all vegetation and debris within designated areas of the project, except objects that are designated to remain or are to be removed under other sections of these Specifications. Preserve from injury or defacement all vegetation and objects designated to remain. This work shall consist of cutting and disposing of all trees, down timber, stubs, brushes, slash and debris in the construction zone as indicated on the plans.

201-2.01 MATERIALS. None

CONSTRUCTION REQUIREMENTS

201-3.01 GENERAL. The Owner's Representative will designate the limits of work and all trees, shrubs, plants and other things to remain. Preserve all things designated to remain.

Keep erosion potential to a minimum.

Preserve survey stakes, boundary markers, benchmarks, and tie points until such time as their usefulness has ceased and the Owner's Representative gives permission for their destruction.

The Contractor shall use appropriate erosion control methods, as approved by the Owner's Representative, to prevent impact to existing streams, natural drainage ways, and wetlands.

Damage to vegetation outside the construction limits is prohibited. In the unlikely event this occurs, the vegetation damaged by the Contractor shall be fenced around, protected and allowed to recover. Fertilizer shall be applied immediately to encourage regrowth and recovery using methods appropriate to the location of the damaged vegetation.

No wetlands may be disturbed outside of the grading limits during the clearing and grubbing activities. No mechanical land clearing activities resulting in soil disturbance or fills in wetlands or waters are permissible. If soils are disturbed, the contractor shall assume responsibility and restore the site to the satisfaction of the Owner's Representative. The Owner does not assume responsibility for mechanical land clearing resulting in soil disturbance or fills that result from the clearing and/or grubbing activities.

All tree felling and cutting of brush and bushes shall be completed within the time frame specified by regulatory permits to avoid destruction of active bird nests, eggs, or nestlings. Tree cutting/felling and cutting of brush and bushes will not be allowed during the period of May 1st through July 15th, without written authorization from the Owner's Representative.

Any vegetation, trees, down timber, stubs, brush, bushes, stumps, tree roots, debris and other objectionable material left in the construction zone from earlier clearing operations shall become the property of the Contractor and shall be removed from the Project site.

All temporary stockpiles created by the Contractor shall be removed or placed in designated final disposal areas and the sites re-graded and stabilized prior to completion of the work.

Upon completion of Clearing, the Contractor shall provide the Owner with a minimum of 48 hours notice prior to Grubbing to allow the Owner's Representative to conduct a survey for nesting birds.

201-3.02 CLEARING. Cut and dispose of all trees, down timber, stubs, slash, brush, bushes and debris from all areas designated.

Fell trees toward the center of the area to be cleared, in order to minimize damage to the trees that are to be left standing. Remove and dispose of trees unavoidably falling outside the specified limits. Cut trees and brush to a height of not more than 6 inches above the surrounding ground.

Removal and disposal of all trees, down timber, stubs, brush, bushes and debris will not be allowed during the period of May 1st through July 15th, without written authorization from the Owner's Representative.

201-3.03 GRUBBING. Remove and dispose of all stumps, roots, moss, grass, turf, peat, or debris within excavation limits, and within fill limits. Remove slash, brush and trees wherever this material is encountered in the construction zone. The removal of slash, brush and trees in the construction zone shall be incidental to clearing and grubbing. Grub all side hill fill areas where benching will be required per Section 203-3.03. Grub any other areas designated on the plans or in the Supplemental Conditions. The grubbing shall progress in such a manner that erosion will be kept to a minimum.

Except in areas to be excavated, backfill stump holes and other holes with suitable materials and compact according to the Specifications.

201-3.04 HAND CLEARING. Cut and dispose of all trees, down timber, stubs, brush, bushes and debris from all areas designated, with minimal disturbance to grass and/or moss cover. Do not use equipment on wheels or tracks in areas designated as hand clearing, except as stated below.

Where shown on the Plans, you may use a mechanical brush cutter, provided such work is performed within the allowed time frame specified in the Special Provisions.

Cut stumps flush with the ground. In areas to be covered by least 8 feet of embankment fill, stumps may extend up to 6 inches above natural ground, except where geotextile is specified.

No hand clearing areas have been designated in the ITB.

201-3.05 SELECTIVE TREE REMOVAL. Remove and dispose of selected trees, as designated by the Owner's Representative that are located outside of the normal clearing and grubbing limits. The Owner's Representative may designate trees to be removed under this item at any time during the Contract life, subject to conditions in Subsection 201-3.04, Hand Clearing. Cut off designated trees no more than 6 inches above the ground surface.

201-3.06 DISPOSAL. Dispose of all vegetation and debris removed by clearing or grubbing by chipping or other approved methods at approved upland locations.

Within the clearing limits, the Contractor may chip or mulch clearing debris and slash less than 4 inches in diameter and trees less than 4 inches in diameter in place. After chipping or mulching material in place, the chips from chipping or mulching must be 3 inches or less in size and may not accumulate to be more than 4 inches in depth. Some spreading of the material may be required to maintain a maximum of 4 inches of depth. In areas adjacent to wetlands or water bodies, the 4 inch depth shall be maximized to avoid potential impacts following thaw.

Felled or downed trees 4 inches and larger in diameter encountered in the construction zone shall be removed from the project site by the Contractor. This work shall be incidental to the "Clearing", "Hand Clearing" or "Selective Tree" pay items.

The Contractor shall make all necessary arrangements with property owners for obtaining suitable disposal locations to dispose of vegetation and debris at upland locations outside the project limits. The Contractor will be responsible for providing the Owner's Representative with a copy of permission documents that contain a waiver of all claims against the ARRC and MSB for any damage to such land which may result and a copy of all permits required by law for disposal before commencing work. All costs involved for obtaining disposal areas; permission from landowners; waivers of claims; and all applicable permits shall be included in the bid price.

Burning will not be permitted.

201-5.01 BASIS OF PAYMENT.

Backfill and compaction of holes left from removal of stumps or other objects are subsidiary.

Damaged Vegetation Outside the Clearing Limits. If repair of damaged vegetation is required, no additional payment will be made for temporary erosion control measures, construction fencing, seed or fertilizer applied to damaged vegetation areas by the contractor. Damaged areas outside the clearing limits and repair to these damaged areas will be incidental to Bid Item covering this work.

Damage to Wetlands. If repair of damaged wetlands is required, no additional payment will be made for temporary erosion control measures, construction fencing, seed or fertilizer applied, additional equipment or labor to repair wetland areas by the contractor to the Owner's Representative's satisfaction. Damaged wetland areas and repair to these damaged areas will be incidental to Bid Item covering this work.

Payment is under the Lump Sum Bid Item covering this work.

SECTION 202

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Delete this section in its entirety and replace with the following:

202-1.01 DESCRIPTION. Remove and dispose or salvage all buildings, fences, guardrail, structures, old pavements, abandoned utilities and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the Contract. Backfill the resulting trenches, holes and pits. When the bid does not include pay items for removal of structures and obstructions as set out in this Section, perform such work under Section 203 or as specified. Remove and reset mailboxes and newspaper delivery tubes and the preserve from injury and defacement all vegetation and objects not scheduled to be removed.

CONSTRUCTION REQUIREMENTS

202-3.01 GENERAL. Raze, remove, and dispose of, or salvage all buildings and foundations, structures, fences, and other obstructions, any portions of which are within the right-of-way, except utilities and those for which other provisions have been made for removal.

Fill basements, or cavities left by structure removal, to the level of the surrounding ground and, if within the prism of construction, compact backfill as specified under Section 203.

Stockpile all materials which are designated for use on the project at approved locations.

Dispose of combustible debris as approved.

Non-combustible debris or materials may be:

1. disposed of outside the right-of-way limits, provided that before disposing of such materials or debris on private or public lands, obtain from the owner of such land written permission for such disposal and a waiver of all claims against the ARRC for any damage to such land which may result, together with all permits required by law for such disposal. Furnish a copy of such permission, waiver of claims, and permits to the Engineer before commencing work.

202-3.03 REMOVAL OF BRIDGES, CULVERTS, AND OTHER DRAINAGE STRUCTURES.

Do not remove bridges or parts of bridges in use by traffic until satisfactory arrangements have been made and written permission from the ARRC's Chief Engineer have been obtained.

Contractor shall provide a detail plan describing the sequence of work, schedule, equipment, safety and disposal of bridges to be removed 60 days prior to removal for approval.

The employer shall abide by all applicable AKOSH, OSHA and FRA safety requirements for any and all activities performed.

The employer shall ensure, through engineering controls and/or Personal Protective Equipment, that workers and/or bystanders exposures to lead or any other airborne hazard(s) will be kept below the AKOSH or OSHA Permissible Exposure Limits (whichever is more stringent).

The employer shall also ensure all ADEC and EPA regulations are followed for the capture, accumulation and disposal of any and all waste products (i.e. paint) associated with this project.

Where such existing structures lie wholly or in part within the limits for a new structure or portions of the work, remove such portions as necessary to accommodate the new structure and as shown in the Plans.

Upon removal of existing bridges, dress all slopes or embankments according to the plan details.

Dress slopes not designated in the Plans to conform to the natural ground surface or blend as directed. Fill all excavations and depressions.

202-5.01 BASIS OF PAYMENT. Payment includes removing and disposing or relocating of all structures and obstructions encountered within the right-of-way under the provisions of this Section and described and shown in the Plans.

Payment includes salvage of materials removed, their custody, preservation, storage on the right-of-way and disposal as provided.

Excavation, backfill, and compaction is subsidiary.

Payment is under the Lump Sum Bid Item covering this work.

SECTION 203

EXCAVATION AND EMBANKMENT

203-1.01 DESCRIPTION.

Add the following: This work shall also consist of the removal of contaminated soil/material.

Add the following: This work shall also consist of Obliteration of Trails.

203-2.01 MATERIALS.

Delete Item 2a and replace with the following:

a. Common Excavation. Any excavation other than Muck.

Delete Item 2c and replace with the following:

c. Muck Excavation. Soils, organic matter, and other material below the design subgrade surface not suitable for foundation material regardless of moisture content.

Add the following to Item 3, Borrow: Selected Material, Type A, B, or C when required, shall meet the requirements of Subsection 703-2.07.

203-3.01 GENERAL. Add the following: The Contractor shall submit an Excavation Plan for review by the Owner's Representative that outlines their means and methods for conducting excavation and embankment work for the project. The Owner's Representative shall have 7 days after receipt of the plan to review the Excavation Plan. The Contractor shall not begin earthwork operations until the plan has been reviewed and returned with either no exceptions taken, or approved as noted. The Excavation Plan shall include, at a minimum, the equipment that will be used to excavate and haul material from cut areas, the types of soil material they expect to encounter during excavation, and how the soil materials will be utilized. The Excavation Plan shall also describe, in detail, the Contractor's approach to handling materials during the excavation, hauling and placement process and protecting soil materials from excess moisture. The approved Excavation Plan shall be kept on-site during construction. The Excavation Plan shall be updated at least 7 days prior to any changes in the Contractor's means and methods for conducting excavation and embankment. The Owner's Representative shall have 3 working days to review each Excavation Plan update. The Contractor shall not implement changes to means and methods until the update has been reviewed and returned with either no exceptions taken, or approved as noted.

After construction of embankment or excavation, operate tracked equipment in such a manner as to leave a uniform pattern of grooves perpendicular to the fall of the slope. The slope tracking is required for both cut and fill slopes, and will be performed prior to topsoil placement. Additional slope tracking will be required after topsoil placement.

203-3.03 EMBANKMENT CONSTRUCTION. Fourth paragraph, add the following: Remove all vegetation prior to benching and plow or step the grubbed surface. Thoroughly mix and compact the new material with the existing material to a horizontal distance of two feet minimum.

Add the following: Frozen areas, ice lenses, and saturated soils may be encountered on this project, including material sources. These frozen areas, ice lenses, and saturated soils are not defined and any such area that may be encountered by the Contractor in the performance of the contract work will not be considered unforeseeable within the terms of the contract such as to entitle the Contractor to any adjustment in contract price or contract time.

Delete the first sentence of the tenth paragraph, and substitute the following: Roadway embankments shall be placed in horizontal layers not exceeding 6 inches in thickness measured before compaction. Each layer of classified material shall have its joint offset from the joint below, longitudinally by one foot and transversely by 20 feet.

Delete the last sentence of the eleventh paragraph and substitute the following: Do not place rocks over 6 inches in largest dimension within 3 feet of finish profile grade.

Delete the fourteenth paragraph and substitute the following: When embankments are to be constructed across wet or swampy ground, which will not support the weight of heavy hauling and spreading equipment, the Contractor shall choose methods of embankment construction and use such hauling and spreading equipment that will least disturb the soft foundation. When soft foundations are encountered, and when approved by the Owner's Representative, the lower part of the fill may be constructed by dumping and spreading successive vehicle loads of material in a uniformly distributed layer of a thickness not greater than necessary to support the vehicle while placing subsequent layers. Afterward the remainder of the embankment shall be constructed in layers and compacted as specified. It is not the policy of the ARRC to allow an increase in the planned depth of embankment material over soft, wet, or swampy ground for the sole purpose of providing support for heavy hauling and spreading equipment, unless the Contractor proves to the satisfaction of the Owner's Representative that the planned depth is inadequate to support required vehicles and equipment. . If the use of smaller hauling vehicles or different methods of embankment construction than originally planned are necessary to comply with the soft, wet or swampy ground, this shall not be the basis for a claim for extra compensation. The contract unit price for the various pay items involved shall be full compensation for all labor, materials, and equipment necessary to perform the work outlined herein.

Delete the sixteenth paragraph and substitute the following: All embankments shall be constructed with moisture and density control unless the Owner's Representative determines that such controls are not feasible.

Add the following: Where the plans call for placement of selected material and excavation is required, the existing material may be left in place if tests determine that it will meet the appropriate selected material requirements. Any reduction in excavation or borrow

quantities as a result of this condition shall not constitute a basis for adjustment in contract unit prices except as provided for in the Contract Documents.

The existing material at the bottom of all roadway excavations shall be proof rolled in order to provide a firm and unyielding surface for the new roadway section in addition to the requirements of 203-3.04.

203-3.04 COMPACTION WITH MOISTURE AND DENSITY CONTROL. *Delete this subsection in its entirety and substitute the following:* In all areas unless noted otherwise on the project plans or specifications, construct embankments with moisture and density control from specified materials placed and compacted at approximately their optimum moisture content. Adjust the moisture content of the embankment materials as appropriate to meet the compaction requirements, and to maintain moisture content to within 2 percent of the optimum moisture content, after adjusting the optimum moisture content for oversize material. Compact embankment to not less than 95 percent of the maximum dry density as determined by AASHTO T 180, or ATM 212.

All embankments within 20 feet of a bridge abutment shall be compacted full width to not less than 100 percent of the maximum density regardless of depth below subgrade. All material used within this zone shall be graded to pass the 3-inch sieve.

Quality Assurance

The Owner will accomplish project quality assurance testing using qualified technicians and a Professional Engineer registered in the State of Alaska. The Owner's quality assurance has final authority on passing or failing material and site work.

Quality Control

The Contractor shall submit a Quality Control Plan for review by the Owner's Representative as described in Appendix's – Construction Quality Control Plan (CQC) Plan. The Contractor shall not begin earthwork operations until the plan has been reviewed and returned either with no exceptions taken or approved as noted. The following standards shall be used in the Contractor's quality control program:

In-place field densities will be determined by ASTM D 2167-08, or WAQTC FOP for AASHTO T 310 and WAQTC FOP for AASHTO T 224. Sample and test embankment gradation in accordance with AASHTO T 27 and T 11. Size of sample for gradation shall be determined by nominal maximum particle size following the Alaska Amendment to WAQTC FOP for AASHTO T 27 and T 11.

Determine the maximum dry density of free-draining, non-plastic, cohesionless materials with less than 10 percent by weight passing the No. 200 sieve by ATM 212. (For some materials it may be necessary to perform both ATM 212 and AASHTO T 180, in which case

use the highest maximum dry density obtained.) For materials with greater than 80 percent by weight passing the No. 4 sieve, use AASHTO T 180, Method A with the plus No. 4 material removed and treated as oversize. Use AASHTO T 180, Method D for materials with greater than 60 percent by weight passing the 3/4-inch sieve with the plus 3/4-inch material removed and treated as oversize.

Perform AASHTO T 180 in accordance with Note 8 (waive the 12-hour stand time if the sample has not been dried to less than 4 percentage points below the optimum moisture content). Modify the test method to determine the moisture content of each trial from the complete specimen and report to the nearest 0.1 percent. For the first test of material from a given source, and when otherwise deemed necessary, include specific gravity test results and gradation by WAQTC FOP for AASHTO T 27/T 11 in the AASHTO T 180 report. Perform bulk specific gravity and absorption of coarse aggregate testing for material retained on the No. 4 sieve by WAQTC FOP for AASHTO T 85. Perform apparent specific gravity testing on material passing the No. 4 sieve by AASHTO T 100. Plot a zero-air-voids curve based on the weighted average specific gravity in accordance with the Alaska Addendum to WAQTC FOP for AASHTO T 180. Calculate an adjusted maximum dry density and optimum moisture content in accordance with the WAQTC FOP for AASHTO T 224 using measured values for specific gravity. Follow the Alaska Addendum to WAQTC FOP for AASHTO T 224 for materials that are too coarse to test (TCTT).

Alternately in lieu of providing a quality control testing for each lift of fill and with approval from the ARRC, an on-site proven method to compact embankment to not less than 95 percent of the maximum dry density as determined by AASHTO T 180, or ATM 212 may be implemented by the Contractor. Compaction shall take place on each lift of fill placed and lifts shall not exceed 6 inches placed loose. The contractor shall accommodate additional passes with the compaction equipment upon request of the Owner's Representative.

Add the following Subsection:

203-3.07 CONTAMINATED SOIL/MATERIAL. The Contractor shall segregate contaminated soil/material if encountered during excavation, as determined by the Owner's Representative. The Contractor shall transport all designated contaminated soil/material to specially designed Potentially Contaminated Materials Storage Area (PCMSA). Locations of PCMSA's will be identified by the Owner's Representative in the directive authorizing the work. These stockpile areas will be located within the project limits. Soil segregation and transport will be conducted under the supervision of the Owner's Representative. The Owner's Representative shall have stop work authority.

The Contractor will be responsible for construction of Potentially Contaminated Materials Storage Area (PCMSA). The segregation, transportation, stockpiling, and disposal of contaminated soil material from the property will be included in this work. The PCMSA shall be constructed in accordance with the Local, State and Federal Regulations.

Add the following Subsection:

203-3.08 EMBANKMENT CONSTRUCTION OVER FROZEN GROUND. No fill may be placed over frozen ground. If frozen ground is found then the contractor shall remove frozen materials prior to placing fill.

203-4.01 METHOD OF MEASUREMENT. Add the following:

Muck Excavation will only be measured below the design grade as directed by the Owner's Representative. Removal and replacement of Muck Excavation as determined by the Owner's Representative will be measured after excavation and prior to backfill placement. Backfill of muck excavations shall meet the compaction requirements of the Contract Documents and Technical Specification 203-3.04.

The construction of Potentially Contaminated Storage Stockpile Areas and Contaminated Soil/Material Removal will be measured under Section 109 and as specified in the contract or directive authorizing the work.

For contaminated soils generated by contractor activities: Construction of containment storage areas for purposes of contractor vehicle maintenance, wash-down activities, etc. that may be required under the Contractor's Hazardous Materials Control Plan will be the responsibility of the Contractor and will not be measured for payment.

No measurement will be made for traffic control, flagging, haul routes and/or haul route maintenance but will be considered subsidiary to Excavation or Borrow items.

203-5.01 BASIS OF PAYMENT. Add the following:

No payment will be made for excavation that is embanked outside the limits of the lines and slopes described in the typical sections and cross sections as defined in the plans and contract documents.

No payment will be made for traffic control, flagging, or haul routes and/or haul route maintenance but will be considered subsidiary to relevant Excavation or Borrow items.

Excavation and removal or re-compaction of already placed embankment material that does not meet the compaction requirements will be conducted by the Contractor at no extra cost to the Owner. The Owner will only remit payment for soil fill in its final resting place that meets the requirements of the Contract Documents. The Owner will not pay for material that is placed and then excavated to repair areas that do not meet the compaction requirements.

Muck Excavation payment will be determined by the Owner's Representative in accordance with the contract unit price for Muck Excavation. Muck Excavation replacement will be at the contract unit price for the type of Borrow specified by the Owner's Representative. Payment for Borrow used will be for all labor, equipment and materials to place the Borrow to the requirements specified in Section 203.

Payment for item 203(30) Contaminated Soil/Material Removal will be at the prices specified in the directive authorizing the work and shall be full compensation for construction of Potentially Contaminated Storage Areas and Contaminated Soil/Material Removal.

Payment is under the Lump Sum Bid Item covering this work.

SECTION 501

CAST IN-PLACE CONCRTE

Delete this section in its entirety and replace with the following:

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Requirements for providing cast-in-place concrete and associated Work in conformance with these specifications and to the dimensions indicated on the Drawings.

1.2 QUALITY ASSURANCE

A. Testing and Inspection for Contractor Quality Control: The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action required and shall submit specified reports. Sampling and Testing of Materials: ACI 301.

B. Qualifications of Workers:

1. Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly trained and experienced in placing the types of concrete specified and who shall direct all work performed under this section.
2. Thoroughly trained and experienced journeyman concrete finishers shall be responsible for finishing of exposed surfaces.

1.3 SUBMITTALS

A. Submit to the Owner's Representative the following:

1. The proposed design mix for concrete required for this portion of the Work.
2. The manufacturer's name and catalog number of items such as, all admixtures, and the name and address of the proposed ready-mix concrete supplier.
3. Shop drawings.
4. Material test reports and certificates.

1.4 PRODUCT HANDLING

A. Ready mix concrete shall be placed in its final position within 2 hours after the introduction of mixing water to cement and aggregates, or introduction of cement to aggregates.

- B. Retempering: Mix concrete only in such quantities as are required for immediate use, and use while fresh before initial set has taken place. Concrete which has developed initial set shall not be used. Concrete which has partially hardened shall not be retempered or remixed.
- C. Protection: Use all means necessary to protect cast-in-place concrete materials before, during, and after installation and to protect the installed work and materials of all other trades.
- D. Replacement: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Rough-Formed Finished Concrete: Plywood, lumber, metal or other approved material. Furnish in largest practicable sizes to minimize joints.
- B. Chamfer Strips: Wood, metal, or plastic strips, $\frac{3}{4}$ by $\frac{3}{4}$ inch.
- C. Form-Release Agent: Commercially formulated form-release agent that will not bond with or adversely affect concrete surfaces. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no large than 1 inch in diameter in concrete surface.
- E. Form Support Anchors: Anchors used to support forms from existing concrete shall be hot dipped galvanized or stainless steel and set with adhesive. Expansion and powder-set anchors are not approved.

2.2 CONCRETE

- A. General: All concrete, unless otherwise specifically permitted by the Owner's Representative, shall be batched and mixed at an approved ready-mix Plant.
- B. Quality:
 - 1. Concrete shall have the minimum compressive strengths at 28 days shown on the drawings when cured and tested in conformance with the ASTM C31 and C39. Concrete shall be proportioned within the following limits unless approved otherwise after submittal of a mix design.
 - 2. For plant-mix concrete, a certificate showing proportions and the seven-day strength of the concrete mix being furnished shall be obtained from the supplier and furnished to the Owner's Representative.

3. Concrete shall contain an air-entraining admixture in amounts recommended by the manufacturer.
 4. Concrete may contain an appropriate amount of Fly Ash as a pozzolanic material. Concrete mix designs, including Fly Ash, shall be prepared by a certified laboratory.
- C. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project: Cement shall be Portland cement conforming to ASTM C150, Type I, or Type II, and shall be the product of one manufacturer.
- D. Aggregates: Normal-Weight Aggregates: ASTM C 33, Class 3C coarse aggregate or better, graded and quality. Maximum coarse-aggregate size of 1 inch nominal. Fine aggregate is to be free of materials with deleterious reactivity to alkali in cement.
- E. Water: Water used for mixing concrete shall meet ASTM C 94/C 94M and be potable.
- F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Air-Entraining Agents conform to ASTM C260, added to obtain 6 percent plus or minus 1 percent entrained air by volume.
 2. Water-Reducing Agents shall conform to ASTM C494, Type A for water-reducing, Type D for water-reducing and retarding, and Type E for water-reducing and accelerating.
 3. Accelerators shall be approved by the Owner's Representative prior to use.
 4. Retarders shall be approved by the Owner's Representative prior to use.

2.3 NON-SHRINK GROUT

- A. As indicated on the Drawings.
- B. Approved Substitution: Premixed and packaged, non-metallic, tested to comply with and C143 for workability, and ASTM C39 for compressive strength. The use of powdered aluminum will not be permitted without written permission from the Owner's Representative.

2.4 MOISTURE RETAINING MEMBRANES

- A. Membrane: All curing membrane shall conform to ASTM C171, polyethylene film or white burlap-polyethylene sheet, or a substitution approved in advance by the Owner's Representative. Curing membrane shall have no discoloration after application.
- B. Jointing Material: All cement or tape used for sealing membrane joints shall be only as recommended by the manufacturer of the membrane being joined.

2.5 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation of cast-in-place concrete shall be as selected by the Contractor subject to the approval of Owner's Representative.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore brace and maintain formwork, according to ACI 301, to support vertical, lateral, static and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structure are of size, shape, alignment, elevation, and position indicated, with tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces.
- E. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
- F. Form openings and blocking required in the Work.
- G. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt and other debris just prior to placing concrete.
- H. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions and directions furnished with items to be embedded.
- B. Anchors used to support forms must be cut flush with concrete upon completion of work and leave no burrs or sharp edges.

3.3 PREPARATORY WORK

- A. Inspection:
 - 1. Prior to all Work of this section, carefully inspect installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that all items to be embedded in concrete are in place, properly oriented, located and secured.
 - 3. Verify that concrete may be placed to lines and elevations indicated on Drawings with all required clearances for reinforcement.

- B. General: Thoroughly clean all areas in which concrete is to be placed. Clean and roughen existing concrete or concrete from a previous pour to provide a bondable surface. Thoroughly wet down concrete forms that have not been treated with oils, waxes, or other bond breakers prior to placing concrete.
- C. Discrepancies: In the event of discrepancy, immediately notify the Owner and Owner's Representative. Do not proceed with installation until all discrepancies have been fully resolved.
- D. Notification: Notify the Owner's Representative at least 48 hours in advance of placing concrete.

3.4 PLACING CONCRETE

- A. General:
 - 1. Place concrete as soon as possible after mixing. Concrete shall be plastic and readily workable when placed in forms. Concrete that does not reach its final position in forms within 2 hours after addition of cement shall not be used.
 - 2. Method and manner of placing concrete shall not allow segregation of aggregates, or displacement of reinforcement.
 - 3. Do not use aluminum conduits or tremies for pumping or placing concrete.
 - 4. Place concrete in continuous horizontal layers and compact so that there will be no line of separation between layers. Carefully fill each part of forms by depositing concrete directly at or as near as possible to final position.
 - 5. When concrete must be dropped more than five feet into forms, it shall be deposited through approved conduit. Approved conduit shall also be used to place concrete in sloping forms or in other locations, as directed, to prevent concrete from sliding around reinforcing or other embedments. Open end of tremie pipe must remain underneath exposed surface of freshly placed concrete to avoid segregation.
 - 6. In general, method of depositing and compacting concrete shall be conducted to form a compact, dense, impervious concrete with required surface and a minimum of segregation. Remove defective concrete as directed by the Owner's Representative at the Contractor's expense. "Plastering" will not be permitted.
 - 7. Do not place concrete where other work in the area, such as driving of piling or sheets, or other vibratory action, will adversely affect initial set or strength of concrete.
 - 8. The Contractor shall provide sufficient number of field personnel during all concrete placement operations to ensure that all finished concrete work meets these Plans. If, in the opinion of the Owner's Representative, the Contractor lacks sufficient field personnel to accomplish the concrete placement, the Owner's Representative may stop work until the Contractor remedies the situation. Costs due to

delays caused by work stoppage for inadequate field personnel shall be borne entirely by the Contractor and not result in any additional cost to the Owner.

- B. Wet concrete and grout shall be prevented from entering waters of the state.
- C. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- D. Underwater Placement: Tremie Method shall be used to place concrete under water using water tight pipe or tube to displace the water with washing out cement fines.
- E. Vibration of Concrete:
 - 1. Provide suitable internal vibrating tampers for use in placing and compacting all concrete except that which is placed under water. Vibrators shall be of type designed to be placed directly in concrete, and their frequency of vibration shall be not less than 7,000 impulses per minute when in actual operation.
 - 2. Vibration shall be such that concrete becomes uniformly plastic. Insert vibrators to a depth sufficient to vibrate bottom of each layer effectively, but do not penetrate partially hardened concrete. Do not apply vibrators directly to steel which extends into partially hardened concrete.
 - 3. Do not continue vibration in any one spot until pools of grout are formed. In vibrating and finishing top surfaces which are exposed to weather or wear, extreme care shall be exercised to avoid drawing water or laitance to the surface. In relatively high lifts, top layer shall be comparatively shallow and concrete mix shall be as stiff as can be effectively vibrated into place and properly finished. Do not use vibrators to transport or move concrete inside form.
 - 4. Supply a sufficient number of vibrating tampers to effectively vibrate all concrete placed. Hand-tamping shall be required wherever necessary to secure a smooth and dense concrete on outside surfaces.

3.5 FINISHING CONCRETE SURFACE

- A. Concrete surfaces shall be finished in accordance with procedure hereinafter specified for each type of surface.

- B. Roughened Surfaces: Unformed surface that will receive another stage of concrete poured over it after installation. After initial strikeoff, transversely scarify surface to provide ridges approximately 1/4 inch deep.
- C. Unformed Surfaces: Finish Concrete: The top surface of exposed exterior surface. The surface shall be rodded across the screeds and smoothed with a "bull float" light steel trowel and broom-finished. The general surface shall have no irregularities greater than 3/16 inch in depth or variations in grade of more than 3/8 inch in ten feet. The broom stria shall be approximately 1/8 inch in depth.
- D. Formed Surfaces:
 - 1. Surface shall have no treatment except for repair of rock pockets greater than 1/2 inch in depth, filling of tie or bolt holes, and removal of fins or other protrusions in excess of 3/8 inch.
 - 2. Surface plane dimensions shall be within a tolerance of minus 1/4 inch or plus 3/4 inch of design dimensions.
 - 3. Surface shall be cleaned of laitance, dirt, or other deleterious material to satisfaction of the Owner's Representative prior to placement of any coating or surface treatment.

3.6 CURING CONCRETE

General: Keep concrete surfaces continuously wet with water for not less than three days after concrete is placed. Curing may be done by covering the surface with sand, cotton mats, burlap, or moisture-retaining membrane, or by wetting the outside surfaces of forms.

3.7 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Owner's Representative. Remove and replace concrete that cannot be repaired and patched to approval of Owner's Representative.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Owner's Representative.

- D. Repairing Unformed Surfaces: Test unformed surfaces, such as mat foundations, for finish and verify surface tolerances specified for each surface. Correct low and high areas.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 3. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to approval of Owner's Representative, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to approval of Owner's Representative.

3.8 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a special inspector and qualified testing and inspecting agency to perform QA, field tests, and inspections. Test reports shall be submitted to Engineer and Owner's Representative for approval.
- B. Inspections:
1. Verification of use of required design mixture.
 2. Concrete placement, including conveying and depositing.
 3. Curing procedures and maintenance of curing temperature.
 4. Verification of concrete strength before removal of shores and forms.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.
 - a) Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b) Cast and field cure two sets of two standard cylinder specimens for each composite sample.
8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days, one set of two specimens at 28 days, and one set of two specimens at 56 days.
 - a) Test one set of two field-cured specimens at 14 days, one set of two specimens at 28 days, and one set of two specimens at 56 days.
 - b) A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds

specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

11. Test results shall be reported in writing to Owner's Representative, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 56 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for all tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner's Representative but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner's Representative. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Owner's Representative.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate that does not comply with the Contract Documents.

4.0 BASIS OF PAYMENT

- A. Payment is under the Lump Sum Bid Item covering this work.

SECTION 611

RIRAP

611-1.01 DESCRIPTION. Add the following: This work shall also consist of placing riprap as shown on the plans.

611-2.01 MATERIALS. Add the following to the list of materials:

Geotextile, Erosion Control

729-2.02

611-3.01 CONSTRUCTION REQUIREMENTS. Add the following paragraphs:

Prepare surface for geotextile by the removal of stumps, brush, boulders, and sharp objects. Fill holes and large ruts with material approved by the Owner's Representative.

Unroll geotextile directly onto the prepared surface. Stretch geotextile to remove any creases or wrinkles. Do not expose geotextiles to the elements for longer than 5 days after removal of protective covering. Join geotextile by overlapping, with the upgrade geotextile lying over the downgrade geotextile. Overlapped sections shall overlap a minimum of 3 feet.

During placing and spreading of riprap on geotextile, do not drive construction equipment directly on the geotextile or on any riprap in place on the geotextile. For geotextile repair, overlay torn area with geotextile with a minimum 3 foot overlap around the edges of the torn area. Ensure that the patch remains in place when material is placed over the affected area.

611-5.01 BASIS OF PAYMENT. Add the following: Surface preparation, excavation, furnishing and placing geotextile, and finishing riprap at culvert outfalls shall be subsidiary.

No payment will be made for excavation that is embanked outside the limits of the lines and slopes described in the typical sections and cross sections as defined in the plans and contract documents.

Payment is under the Bid Item covering this work.

SECTION 630

GEOTEXTILE FOR EMBANKMENT SEPARATION AND STABILIZATION

630-3.01 CONSTRUCTION. Delete the numbered paragraph 1. Surface Preparation and replace with the following:

1. Surface Preparation. Prepare the surface by removing sharp objects and cutting all vegetation to within 6 inches of the ground surface, leaving the organic mat intact. Fill holes and large ruts with material shown on the Plans or as approved.

630-5.01 BASIS OF PAYMENT.

Subsidiary to pay items.

SECTION 634

GEOGRID SOIL REINFORCEMENT

634-1.01 DESCRIPTION. Remove and replace with the following:

Furnish and install geogrid and geoweb material at locations shown on the Plans.

634-2.01 MATERIALS. Add the following below Geogrid in this section.

Geoweb Subsection 729-2.06

634-3.02 SURFACE PREPARATION. Delete the numbered paragraph 1. Soft Ground (CBR 1-3) in its entirety

634-3.03 GEOGRID PLACEMENT. Delete the section in its entirety and substitute the following:

1. Placement. Overlap geogrid panels at all joints a minimum of 2 feet in the direction that fill will be placed. If overlap is not able to be maintained during fill placement, tie panels together securely with manufacturer-recommended pins or bars. Hand-tension geogrid and stake to the ground at the edges, overlaps, and in the center of each roll, at 30 foot intervals.

634-5.01 BASIS OF PAYMENT. Add the following pay item:

Subsidiary to pay items.

SECTION 640

MOBILIZATION AND DEMOBILIZATION

640-4.01 METHOD OF MEASUREMENT. Delete the numbered paragraph 3 and substitute the following:

3. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all submittals required under the Contract are received and approved.

Payment is under the Lump Sum Bid Item covering this work.

SECTION 729

GEOSYNTHETICS

Delete this section in its entirety and replace with the following:

729-2.01 GEOTEXTILE, SEPARATION AND STABILIZATION.

1. Separation and Stabilization. Shall be a woven geotextile material and meet the physical requirements in Table 729-1.

729-2.02 GEOTEXTILE, SUBSURFACE DRAINAGE AND EROSION CONTROL.

1. Subsurface Drainage. Meet AASHTO M 288 for Subsurface Drainage.
2. Erosion Control. Meet AASHTO M 288 for Permanent Erosion Control except that the minimum permeability of the fabric shall be 0.002 cm/sec.

729-2.03 PAVING FABRIC. Meet AASHTO M 288 for Paving Fabric.

729-2.04 SILT FENCE. Meet AASHTO M 288 for Temporary Silt Fence except that the minimum permeability of the fabric shall be 0.002 cm/sec.

729-2.05 GEOGRID. Biaxial or Triaxial polymer grid, specifically fabricated for use as a soil reinforcement, having high tensile strength, modulus, and stiffness in both principal directions (for biaxial grid) or in three directions (for triaxial grid). Use a single-layered, integrally-formed grid structure. Use either extruded or punched and drawn polypropylene or high density polyethylene. Geogrid must be UV-stabilized, chemically inert, and meet the physical requirements in Table 729-2 (biaxial grid) or Table 729-3 (triaxial grid).

Package, label, handle, and store geogrid material according to ASTM D 4873.

729-2.06 GEOWEB. Material shall be polyethylene stabilized with carbon black. Individual cells shall be uniform in shape and size when expanded. Geoweb must meet the physical requirements in Table 729-4.

TABLE 729-1
GEOTEXTILE, SEPARATION AND STABILIZATION MINIMUM AVERAGE ROLL
VALUES

Non-woven geotextile	
Apparent Opening Size by ASTM D4751	US Sieve 80
Puncture by ASTM D6241	525 lb
Trapezoidal Tear by ASTM D4533	80 lb
Grab Tensile/Elongation by ASTM D4632	205 lb/50 percent
Woven geotextile	
Apparent Opening Size by ASTM D4751	US Sieve 40
Tensile Modulus @ 2% strain (CD) ASTM D4595	90,000 lbs/ft
Factory Seam Strength ASTM D4884	3000 lbs/ft
UV Resistance ASTM D4355	80 (% retained)

TABLE 729-2
BIAXIAL GEOGRID MINIMUM AVERAGE ROLL VALUES

Aperture Dimension	1 in.
Minimum Rib Thickness	0.05 in.
True Initial Modulus in Use	27,420 lb/ft
True Tensile Strength @ 2% Strain by ASTM D6637-01	410 lb/ft
True Tensile Strength @ 5% Strain by ASTM D6637-01	810 lb/ft
Junction Efficiency by GRI-GG2-01	93 percent
Flexural Stiffness by ASTM D5732-95	4.2 lb-in
Aperture Stability by COE-Kinney, 2001	6.5 degrees

TABLE 729-3
TRIAxIAL GEOGRID MINIMUM AVERAGE ROLL VALUES

	Longitudinal	Diagonal	Transverse	General
Rib Pitch	1.6 in.	1.6 in.		
Mid-Rib Depth		0.08 in.	0.06 in.	
Mid-Rib Width		0.04 in.	0.05 in.	
Rib Shape				Rectangle
Aperture Shape				Triangle

TABLE 729-4
GEOWEB MINIMUM AVERAGE ROLL VALUES

Individual Cell Dimensions (plus/minus 10%)	11.3 inches by 12.5 inches
Nominal Area (plus/minus 1%)	71.3 square inches
Nominal Cell Depth	6 inches
Strip Sheet Thickness	50 mils, minus 5%, plus 10%
Short Term Seam Peel-Strength Test	480 lbf

END OF TECHNICAL SPECIFICATIONS

APPENDIX G

CONSTRUCTION QUALITY CONTROL (CQC) PLAN

1. SUBMITTAL AND GENERAL REQUIREMENTS

- 1.1. The Contractor shall establish and maintain an effective quality management system. The quality management system shall consist of plans, procedures, and the organization necessary to provide material, equipment, and workmanship that comply with the requirements of the contract documents. The system shall cover operations both onsite and offsite, and shall be keyed to the proposed sequence of the work.
- 1.2. The Contractor shall prepare a Construction Quality Control (CQC) plan in conformance with the requirements of this appendix and all other contract documents. A complete detailed CQC plan shall be submitted to the Owner's Representative within 10 days of intent to award and shall be approved in writing by the Owner's Representative prior to proceeding with the work.

The Contractor's CQC plan shall include. The CQC plan shall include detailed description of how manufactured materials will be stockpiled and protected prior to incorporation into the project.
- 1.3. The CQC plan shall be capable of ensuring that the procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair maintenance, and required modifications of all materials, equipment, and elements of the work comply with the requirements of the contract documents and that all materials incorporated in the work will perform satisfactorily for the purpose intended.
- 1.4. If Contractor does not provide an acceptable CQC plan, ARRC may, at its sole discretion, elect to award the contract to others.

2. AUTHORITY AND RESPONSIBILITY

- 2.1. Authority: The persons and organizations performing quality control and quality assurance functions shall have sufficient authority and organizational freedom to identify quality problems and to initiate, recommend, provide, and verify implementation of the solution.
- 2.2. Changes in Plan or Personnel: The Contractor shall not revise the CQC or the quality staffing levels or replace any of the key personnel specified herein without prior written approval from the Owner's Representative.
- 2.3. Contractor's Responsibility: The Contractor is solely responsible for achieving project quality and shall have overall responsibility for the quality of all construction work. The contractor shall conduct quality management activities, which include inspection, materials testing, and other activities specifically developed and/or chosen by the Contractor.
- 2.4. Owner's Responsibility: ARRC reserves the right to, and will, conduct inspections, testing, sampling, and evaluation associated with quality assurance and independent quality assurance. ARRC's role in construction is to provide the following.
 - 2.4.1. Quality assurance and independent assurance of construction activities, inspection, and materials testing. ARRC will do this with either its staff or a consultant acting as the Owner's representative.

- 2.4.2. Oversight of the Contractor's quality management activities to ensure adherence to the CQC plan and compliance with the contract documents.
- 2.4.3. Notifying the Contractor promptly of irregularities or deficiencies observed in the work.
- 2.4.4. Oversight of the Contractor's construction management, including but not limited to scheduling, invoicing, shop drawing review, submittal review and processing, document control, measurement of pay item quantities, and SWPPP implementation and maintenance and etc.

3. CONSTRUCTION QUALITY CONTROL (CQC) PLAN

- 3.1. Objectives: Quality in the construction phase is the program of policies, procedures, and responsibilities required to provide confidence that the desired characteristics have been obtained to help ensure the project will perform its intended function for its design life. Quality control in the construction phase shall consist of those actions necessary to assess production and construction processes so as to control the level of quality being produced in the end project. The Contractor's quality control actions shall include examining, checking, and inspecting in-process and completed work, and materials sampling and testing during production and construction, as a means of controlling and measuring the characteristics and conformity of an item, process, or feature to contract requirements.
- 3.2. The Contractor's CQC plan shall be capable of:
 - 3.2.1. Ensuring that the design, procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, and required modifications of all materials, equipment, and elements of the work comply with the requirements of the contract documents.
 - 3.2.2. Ensuring that all materials incorporated in the work, all equipment, and all elements of the work will perform satisfactorily for the purpose intended.
- 3.3. Contents of the CQC Plan: The CQC plan shall delineate the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties of material and workmanship of all construction processes within the tolerances governed by the drawings and specifications, applicable codes and regulations, permit conditions, and other contract requirements as contained herein. The CQC plan shall include the following, at a minimum.
 - 3.3.1. Construction activity and item inspection plans.
 - 3.3.2. Schedule of materials control including materials to be tested, test methods, and frequency of testing. The CQC Plan shall reference and match any test methods or frequencies described in the Contract Documents.
 - 3.3.3. Sampling techniques, and methodology, such as the use of random number tables, for selecting representative testing and or sampling locations.
 - 3.3.4. Control of workmanship.
 - 3.3.5. Identification and qualifications of key quality control personnel, including the quality control manager, inspectors, and technicians. Include an organization chart with reporting lines.
 - 3.3.6. Name and location of testing laboratories.

- 3.3.7. Documentation procedures, including inspection and test records; accuracy and calibration checks; nature, number, and type of deficiencies found; nature of corrective actions; and quantities of work tested and sampled.
- 3.3.8. Inventory of the field and laboratory equipment (along with calibration certifications) that will be used to perform the testing.
- 3.3.9. Mandatory inspection points.
- 3.3.10. Description of the quality control process that will be employed to ensure that any items manufactured off-site, including but not limited to multi-plate pipes, piles, bridge girders and structural steel meet contract requirements. If quality control is performed by subcontractors, manufacturers, or suppliers, provide their item-specific quality control processes as part of the CQC plan.
- 3.3.11. Description of the quality control processes that will be employed to ensure installation of all structural items, including but not limited to utility crossings, culverts, multi-plate pipes, piles, structural concrete, and steel erection results in a product that conforms to contract requirements.
- 3.3.12. Description of how and where manufactured materials will be stockpiled and protected prior to incorporation into the project.

4. CONSTRUCTION QUALITY ORGANIZATION

- 4.1. The construction CQC shall describe the Contractor's quality management organization for all of the project construction processes. At a minimum, the CQC shall identify the following positions.
 - 4.1.1. Construction Manager or Superintendent: The Construction Manager shall be the individual responsible for the overall project construction, quality management, and contract administration for this project.
 - 4.1.2. Construction Quality Manager: The Construction Quality Manager may work directly for the Contractor or may be contracted from an independent firm or organization. The Construction Quality Manager shall work under the direct supervision of the Construction Manager. The Construction Quality Manager and the Construction Manager or Superintendent shall not be the same person. It shall be the responsibility of the Construction Quality Manager to perform workmanship inspections, implement quality planning, oversee quality control testing, and coordinate with Owner's QA testing and independent assurance testing. The Construction Quality Manager shall also cooperate with the Owner's Representative in compiling a statistical correlation of materials and workmanship data. The Construction Quality Manager shall be responsible for submitting requested inspection, testing, and other data to the Owner's Representative on a daily basis or as determined by the Construction Quality Manager and ARRC's field representative.. The Construction Quality Manager shall have at least two years (within the last five years) of experience in inspection and materials testing for similar projects.
 - 4.1.3. Construction Testing Technicians: The construction testing technicians may work directly for the Contractor or may be contracted from an independent firm or organization. They shall work under the direct supervision of the Construction Quality Manager and perform testing and inspections as indicated in the CQC plan. Each Construction Testing Technician shall have training and/or technical certification, as appropriate, for the specific type and level of work that they will be testing, including sampling methods appropriate to the type of material being

tested. Appropriately trained Construction Testing Technicians shall perform all contract required tests for excavation and embankment materials, selected embankment materials, subbase and base materials, asphalt pavement, concrete, welding, structural steel bolting, painting and coating, and any other materials or work for which the Contractor is responsible under the Contractor's quality management system.

- 5. PRECONSTRUCTION MEETING:** Before the start of construction, the Contractor shall meet with ARRC or its authorized representative in a pre-construction meeting. A topic of the pre-construction meeting shall be the Contractor's proposed quality management system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor's quality control operations, control activities, testing, administration of the system for both onsite and offsite work, and the Contractor's quality control program. Minutes of the meeting shall be prepared and signed by both the Construction Manager and the Owner's Representative. The minutes shall become a part of the contract file. Additional conferences may be called at any time to reconfirm mutual understandings.

6. INSPECTIONS AND TESTS

- 6.1. Except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity, the Contractor shall provide inspections, tests, and similar quality control services in accordance with the approved CQC plan. Costs for these services shall be included in the contract price, whether performed by the Contractor's personnel or an independent firm.
- 6.2. Associated Services: The Contractor shall cooperate with organizations performing required inspections, tests, and similar services and shall provide reasonable auxiliary services as requested. Auxiliary services required include, but are not limited to:
- 6.2.1. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
- 6.2.2. Taking adequate quantities of representative samples of materials that require testing or assisting the Owner in taking samples.
- 6.2.3. Providing facilities for storage or curing of test samples, and delivery of samples to testing laboratories.
- 6.2.4. Providing the Owner with a proposed mix design for use for each materials mix that requires control. The mix design shall be for the current year, and shall be accompanied by current year test results from a materials testing laboratory with current AASHTO accreditation in the test methods required for the respective mix design. All source materials used for preparing the mix design shall be the same as those materials that will be used for the project.
- 6.2.5. Security and protection of samples and test equipment at the project site.
- 6.3. Coordination: The Contractor, the Owner's Representative, and any independent testing agencies shall coordinate the sequence of activities to accommodate required inspection and testing services with a minimum of delay. In addition, the Contractor and ARRC shall coordinate activities so that removing and replacing construction to accommodate inspections and tests will not be required.
- 6.4. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

- 6.5. Mandatory Inspection Documentation Points: Documentation points are mandatory verification and inspection points that shall be identified in the CQC plan and the project schedule, and specifically approved by the ARRC. Documentation points should be points at which critical characteristics are to be measured and documented by the Construction Quality Manager. It will be the responsibility of the Construction Quality Manager to certify that the construction has met the requirements of the plans and specifications and to sign all inspection documentation. Inspection documentation shall be submitted to ARRC or its representative when requested. It shall be the responsibility of the Contractor to determine inspection documentation point criteria and required documentation.
- 6.6. ARRC shall be notified a minimum of 48 hours prior to any mandatory inspection.
 - 6.6.1. The mandatory inspection points for this project shall be established through coordination between the contractor and the Owner's Representative.
- 6.7. Completion Inspection: At the completion of all work or any increment thereof established by a completion time stated in the schedule or in the CQC plan, the Construction Quality Manager shall conduct a completion inspection of the work and develop a punch list of items that do not conform to the contract documents. Such a list of deficiencies shall be included in the QC documentation as required herein, and shall include the estimated date by which the deficiencies will be corrected. The Construction Quality Manager shall make a second completion inspection to make certain that all deficiencies noted on the punch list have been corrected and so notify ARRC. The completion inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

7. DOCUMENTATION

- 7.1. The Contractor shall maintain daily records of quality control operations, activities, and tests performed, including the work of suppliers and subcontractors. These records shall be on an acceptable form and shall include factual evidence that required activities or tests have been performed, including, but not limited to, the following.
 - 7.1.1. Type and number of control activities and tests involved.
 - 7.1.2. Results of control activities or tests.
 - 7.1.3. Nature of nonconformance's, defects, and/or causes for rejection.
 - 7.1.4. Proposed corrective action.
 - 7.1.5. Corrective actions taken.
 - 7.1.6. List of trades and subcontractors working on the project, and the number of personnel working.
 - 7.1.7. Description and inventory of materials delivered by suppliers for future incorporation into the work, including identification of supplier.
 - 7.1.8. Description of weather and site conditions encountered any delays, and acknowledgement of any instructions given by ARRC.
- 7.2. The daily quality control report records shall cover both conforming and non-conforming work and shall include a statement that supplies and materials incorporated in the work and workmanship comply with the contract. The Construction Quality Manager shall sign the daily quality control report and furnish legible copies to ARRC by the end of the following workday.

- 7.3. Monthly quality control reports that summarize project status, work completed related to funds expended, any nonconformance, and subsequent corrective actions shall be provided.

APPENDIX H

Project Communication Procedures BR. 147.5 BRIDGE REPLACEMENT

The following describes the required procedures for submitting Project Communications, Submittals and RFI's.

Correspondence and Submittals from the Contractor

- Must be addressed to Alaska Railroad Corporation, 327 West Ship Creek Avenue, Anchorage, AK 99501; Attention Jesse Moose, Senior Project Manager
 - All Correspondence (i.e. Letters, Submittals, RFI's, etc...) shall be submitted electronically either via email or mass storage (i.e. USB Flash Drive). The ARRC is unable to receive files larger than 9MB via email.
 - Samples shall be delivered to the ARRC.

Designated Representatives

- Notification of a Project Superintendent and Safety Representative change within a 24 hour period to the Construction Manager with all relevant certifications, phone, and email contact information. This information will be provided to the Projectwise service provider for access to Projectwise.
- Field office and cellular telephone number and fax numbers.
- Contractor shall have a representative onsite at all times who is fully authorized to make decisions binding on the Contractor to receive instructions and information from the Owner's Representatives.

Email Communications

- All emails subject line shall contain a brief project description and subject. Below is examples of an email subject line:
 - Brief Proj. Name, SubjectExample:
Br. 147.5 - S001 SWPPP
Br. 147.5 - C-CM-001 Proj Supers Contact Info
Br. 147.5 - RFI001A Substitution of X for Y
- Emails not properly labeled will be returned.

Written Communications

- Shall reference the ARRC Contract number and be dated.
- All letters of correspondence from the Contractor to the PM shall be numbered in the top right corner as C-PM-XXX starting at 001; CM shall be numbered in the top right corner as C-CM-XXX starting at 001. All letters will be serial numbered for document control and ease of reference.
- Electronic file names shall contain the following:
 - Serial Number, Subject, Contract#, Date;
Example:
C-CM-001_ProjSupers_ContactInfo_62608_010112.pdf
 - Do not include spaces, but rather use an underscore to separate words.
Refrain from using symbols in file naming. Refrain from using conjunctions to enhance the search capabilities of the system.
- Abbreviation Definitions:
 - C - Contractor
 - CM - Construction Manager
 - RE - Resident Engineer
 - PM - Project Manager
 - CO – Construction Observer
 - ESO – Enviromental Site Officer

Submittals

- Shall reference the ARRC Contract number and be dated.
- All Submittals shall be identified as such and be serial numbered in sequential order as submitted.
- **Submittals shall not be combined. Each submittal shall be submitted separately and be identified separately. Submittals combined will be rejected and returned.**
- Re-Submittals shall be identified by a letter following the submittal serial number.
Example: Submittal 001A (would be a first resubmit), Submittal 001B (would be a second resubmit) and so on.
- Electronic file names shall contain the following:
 - Document Type, Serial Number, Subject, Contract#, Date;
Example: S001_SWPPP_62608_10112.pdf
 - Resubmit
Example: S001A_SWPPP_62608_10112.pdf

RFI's

- Shall reference the ARRC Contract number.
- All RFI's shall be noted on the document and the file name. They shall also be serial numbered in sequential order as submitted (i.e. RFI001_ContentSubjectmatter_YYMMDD).
- **RFI's shall not be combined. Each RFI shall be submitted separately and be identified separately with the use of the project RFI form. RFI's combined will be rejected and returned.**
- Re-submitted RFI's shall be identified by a letter following the re-submittal serial number. Example: RFI 001A (would be a first resubmit), RFI 001B (would be a second resubmit) and so on.
- Electronic file names shall contain the following:
 - Document Type, Serial Number, Subject, Contract#, Date;
Example: RFI001_SubstitutionofXforY_62608_010112.pdf
 - Resubmit
Example: RFI001A_SubstitutionofXforY_62608_010112.pdf

Other Naming Conventions

Schedules	Project Schedule/Monthly Updates	SCHProj_MMDDYY
	2 Week Look Ahead	SCH2wk_MMDDYY
Daily Report	Attachments	DR_ACME_MMDDYY
	Density Results	DR_ACME_DensityRes_MMDDYY
	Proctors	DR_ACME_Proctor_MMDDYY
	Plans	DR_ACME_TPGLiftPlan_MMDDYY
	Pile driving records	DR_ACME_Piledriving_MMDDYY
	Concrete Placement	DR_ACME_Concrete_MMDDYY
	Welding Inspection	DR_ACME_Welding_MMDDYY

Other categories and/or naming conventions may be added as needed or required by the Owner's Representative.

COST SCHEDULE

AWARD CRITERIA: A contract award resulting from this solicitation shall be made to the low, responsive, responsible bidder who meets the requirements as set forth in the plans and specifications and compliance thereof. Award is contingent on the availability of ARRC and State of Alaska funds.

CONTACT E-MAIL

APPENDIX I

COST SCHEDULE

Contractor hereby offers to perform construction as described in this ITB and any addenda for the following lump sum prices

ALASKA RAILROAD CORPORATION BR. 147.5 BRIDGE REPLACEMENT BID SCHEDULE

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Units	Quantity	Unit Bid Price	Amount Bid
640(1)	MOBILIZATION & DEMOBILIZATION	LUMP SUM			\$
500(1)	STRUCTURES - PHASE 1 - SPAN 1, PIER 1 & 4	LUMP SUM			\$
500(2)	STRUCTURES - PHASE 2 - SPAN 1	LUMP SUM			\$
500(3)	STRUCTURES - PHASE 3A - SPAN 2	LUMP SUM			\$
500(4)	STRUCTURES - PHASE 3B - SPAN 3	LUMP SUM			\$
500(5)	STRUCTURES - PHASE 3C - SPAN 4	LUMP SUM			\$
500(6)	STRUCTURES - PHASE 4 - SPAN 5	LUMP SUM			\$
500(7)	STRUCTURES - PHASE 5 - SPAN 6 & 7	LUMP SUM			\$
500(8)	STRUCTURES - PHASE 6 - SPAN 5	LUMP SUM			\$
642)1)	SURVEY	LUMP SUM			\$
611(1)	RIP-RAP, CLASS 3/4 ARMORING	CUBIC YARD		\$	\$
641(1)	EROSION AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM			\$

641(3)	TEMPORARY EROSION AND POLLUTION AND CONTROL	LUMP SUM			\$
641(4)	TEMPORARY EROSION AND POLLUTION AND CONTROL ADDITIVES	CONTINGEN T SUM			\$
641(6)	WITHHOLDING	CONTINGEN T SUM			\$
				TOTAL BID =	\$

The contractor shall submit a Schedule of Values that accurately represents the itemized costs used to develop each of lump sum Pay Item(s) above. The Schedule of Values shall have line items for each Pay Item. At a minimum, the Schedule of Values Pay Items shall include a line item for each of the major tasks, materials and work. Major line items shall be sub-divided so no one line item within a Pay Item shall exceed \$100,000.00. The line item(s) totals shall equal the Pay Item and the Pay Items shall equal the aggregate Contract Amount.