## PROJECT MANUAL

## CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS Hoonah, Alaska

April 23, 2024

## **CITY OF HOONAH**

300 Front Street Hoonah, Alaska 99829 Phone (907) 945-3663 Fax (907) 945-3445



## RESPEC

9109 Mendenhall Mall Rd Ste 4 Juneau, Alaska 99801 Phone (907) 780-6060 Fax (907) 586-3771

Plan Set # \_\_\_\_\_

## **TABLE OF CONTENTS**

BIDDING A	AND CONTRACT REQUIREMENTS	No. of Pages
00005	Table of Contents	2
00030	Notice Inviting Bids	
00100	Instructions to Bidders	6
00300	Bid	
00310	Bid Schedule	
00320	Bid Bond	
00360	Subcontractor Report	
00500	Agreement	
00610	Performance Bond	
00620	Payment Bond	
CONDITIO	N OF THE CONTRACT	
00700	General Conditions	
00800	Supplementary General Conditions	4
00830	Alaska Labor Standards, Reporting, and Prevailing Wage	Rate Determination40
TECHNICA	AL SPECIFICATIONS	
DIVISION	1 – GENERAL REQUIREMENTS	
01010	Summary of Work	3
01025	Measurement and Payment	6
01090	Reference Standards	
01300	Contractor Submittals	
01400	Quality Control	
01505	Mobilization	
01530	Protection and Restoration of Existing Facilities	3
01550	Site Access and Storage	2
01560	Temporary Environmental Controls	2
01700	Project Close Out	3
01704	Final Clean Up and Restoration	
02200	Selective Demolition	
02202	Excavation and Embankment	
02204	Base Course	
02607	Rigid Board Insulation	
02702	Construction Surveying	
02714	Filter Cloth	
02715	Geogrid	
02716	Remove and Reset Wooden Bleachers	
02717 02718	Gym Wall Removal and Replacement	
	Gym Floor Removal and Replacement	
03300	Site Concrete	
03302 03303	Concrete Structures	
03304	Pomoval of Caparata Structures	4

## DRAWINGS:

Sheet C001 - Cover Sheet

Sheet C002 - General Notes, Abbreviations & Symbols

Sheet C003 – Survey Control Diagram

Sheet C100 – Existing Conditions

Sheet C101 – Existing Site Photos

Sheet C102 – Existing Site Photos Sheet C103 – Truck Haul Route

Sheet C104 - Demolition Plan

Sheet C105 - Demolition Details

Sheet C200 - Gym Floor Repair Plan

Sheet C201 – Gym Striping Plan

Sheet C202 – Striping Details Sheet C300 – Site Sections

Sheet C301 - Site Sections

Sheet C302 – Building Elevations

Sheet C400 - Civil Details

Sheet S400 - Structural Details

Sheet S401 - Structural Details

**END OF SECTION** 

#### **SECTION 00030 - NOTICE INVITING BIDS**

**OBTAINING CONTRACT DOCUMENTS.** The Contract Documents are entitled:

## CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

The Contract Documents may be obtained from the City of Hoonah website or at the office of RESPEC, 9109 Mendenhall Mall Road Suite 4, Juneau, Alaska, upon payment of \$40.00 (non-refundable) for each set of Contract Documents including Technical Specifications and accompanying reduced-scale Drawings.

**DESCRIPTION OF WORK.** The WORK covered in the Contract Documents includes but is not limited to the improvements for the City of Hoonah Gym Floor. WORK includes mobilization, demobilization, excavation, structural fill placement, base course grading D-1, construction surveying, filter cloth, geogrid, remove and reset existing wooden bleachers, gym wall removal and replacement, wooden gym floor removal and replacement, concrete gym floor slab removal and replacement, concrete door slab, concrete removal and disposal and other miscellaneous related WORK.

**SITE OF WORK.** The site of the WORK is in Hoonah, Alaska.

**COMPLETION OF WORK.** The WORK must be completed by August 15, 2024.

**BIDDING, CONTRACT, or TECHNICAL QUESTIONS.** All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

J. Mark Pusich, P.E. RESPEC 9109 Mendenhall Mall Rd. Suite 4 Juneau, AK 99801 Telephone (907) 780-6060

**PRE-BID CONFERENCE.** A mandatory pre-Bid conference will be held for the proposed WORK, which will be conducted by the OWNER, 10:00 a.m. on May 3, 2024 in the City of Hoonah City Hall Conference Room. This is a mandatory pre-bid conference and bids received from contractors who did not attend this meeting will be rejected. The object of the conference is to acquaint Bidders with the contract documents and Hoonah School gym floor and building conditions.

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

**RECEIPT OF BIDS.** Sealed Bids will be received at the City of Hoonah Municipal office, OWNER of the WORK, located in Hoonah, Alaska until 2:00 p.m. Alaska Time on May 14, 2024 for **City of Hoonah Hoonah Gym Floor Settlement Improvements.** Opening date and time may be changed to a later date or time as announced by Addendum.

Bids will not be accepted by United States Post Office mail delivery. Bids must be delivered in person or by courier service to:

### PHYSICAL LOCATION:

City of Hoonah Municipal Office 300 Front Street Hoonah, Alaska 99829

### **SECTION 00030 - NOTICE INVITING BIDS**

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

IMPORTANT NOTICE TO PROPOS	ER				
To submit your proposal:  1. Print your company name and address of corner of your envelope.  2. Complete this label and place it on the log your envelope.					
SUBJECT: CITY OF HOONAH HOONAH FLOOR IMPROVEMENTS  DATE OF OPENING AT 2:00 P.M. ALAS TIME:					
May 14, 2024					
SEALED PROPOSAL					

**OPENING OF BIDS.** The Bids will be publicly opened and read at 2:00 p.m. Alaska Time May 14, 2024, City of Hoonah Municipal building, Hoonah, Alaska.

**SUBCONTRACTORS.** The apparent low Bidder is required to complete and submit the following documentation:

Subcontractor Report, Section 00360.

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

**BID TO REMAIN OPEN.** The Bidder shall guarantee the Bid for a period of 60 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 60 Days.

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

OWNER	City of Hoonah		
By:		Date:	
·	Bill Miller, Mayor		

**END OF SECTION** 

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

## 2.0 INTERPRETATIONS AND ADDENDA.

- A. INTERPRETATIONS. All questions about the meaning or intent of the Contract Documents are to be directed to the City Engineer. Interpretations or clarifications considered necessary by the City Engineer in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the City Engineer, as having received the Contract Documents. Questions received less than 7 days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. ADDENDA. Addenda may be issued to modify the Contract Documents as deemed advisable by the City Engineer. The City Engineer may issue addenda by fax, with a follow-up addendum copy issued by regular mail. Addenda may be faxed and mailed less than 7 days prior to the anticipated bid opening. The City Engineer will make all reasonable attempts to ensure that all plan holders receive faxed addenda, however, it is strongly recommended by the City Engineer that Bidders independently confirm the contents, number, and dates of each addenda prior to submitting a Bid.
- **3.0 FAIR COMPETITION**. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.
- **4.0 RESPONSIBLE BIDDER**. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK.
  - A. The general standards for responsibility are to determine the contractor's ability to perform WORK adequately, considering the contractor's
    - 1. Financial Resources
    - 2. Ability to Meet Delivery Standards
    - 3. Past Performance Record
      - a. References from others on contractor's performance
    - 4. Record of Integrity
    - 5. Obligations to OWNER
      - a. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER within five days of OWNER's notice of intent to award.

- B. Special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract.
- C. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.
- **5.0 RESPONSIVE BIDS**. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:
  - A. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
  - B. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
  - C. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid opening, provided that any selection of awards will be made by the OWNER.
  - D. If the Bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.
  - E. If the Bidder has not acknowledged receipt of each addendum.
  - F. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
  - G. If any of the unit prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
  - H. If a bid modification does not conform to Article 15.0 of this Section.
- **BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE**. It is the responsibility of each Bidder before submitting a Bid:
  - A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding Documents (including "technical data" referred to below);
  - B. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK.
  - C. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
  - D. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data: and

E. To notify the OWNER and the City Engineer of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

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

- A. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the City Engineer by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 Protection and Restoration of Existing Facilities.
- B. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- C. Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- D. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- E. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and the lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

## 8.0 BID FORM.

A. The Bid shall be made on the Bid Schedule(s) bound herein, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, and the required Bid Security. In the event there is more than one Bid Schedule, the Bidder may bid on any individual schedule or on any combination of schedules. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the

Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids. The Bid Security shall be enclosed in the same envelope with the Bid.

- B. All blanks on the Bid form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed with ink. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. <u>Failure to acknowledge addenda shall render Bid non-responsive and shall cause its rejection.</u>
- G. The address to which communications regarding the Bid are to be directed must be shown.
- H. All Bidders must provide evidence of authority to conduct business in Alaska to the extent required by law.
- I. On projects including Federal funding any contractor otherwise qualified to perform the work, is not required to be licensed nor to submit application for license in advance of submitting a Bid or having such Bid considered; provided, however, that such exemption does not constitute a waiver of the OWNER's right under existing license laws to require a contractor, determined to be a successful Bidder, to be licensed to do business as a contractor in the State of Alaska in connection with the award of a contract to the successful Bidder.
- J. On projects not including Federal funding, a Bid for the WORK will not be accepted from a contractor who does not hold a valid Alaska Business License and a valid Contractor's License in Alaska (applicable to the type of work bid upon) at the time of opening Bids.
- **9.0 QUANTITIES OF WORK**. The quantities of WORK, or material, stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see General Conditions, Article 10 Changes In the Work).
- **10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS**. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 CONTRACTOR Submittals.
- **11.0 SUBMISSION OF BIDS**. The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, telephonic or faxed Bids will not be considered.

- **BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5% percent of the total bid price. The "total bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the contract could be awarded. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.
- **13.0 RETURN OF BID SECURITY**. Within 10 days after award of the Contract, the OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. They will then be returned to the respective Bidders whose Bids they accompanied.
- DISCREPANCIES IN BIDS. In the event there is more than one bid item in a Bid Schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the Bid non-responsive and cause its rejection. In the event there are unit price bid items in a Bid Schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one bid item in the Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

#### 15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

- A. Any Bidder may modify a Bid by mail, or fax (Fax: 907-945-3445) at any time prior to the scheduled closing time for receipt of Bids, provided that such modification is received by the City of Hoonah prior to the time set for opening of Bids. Bidders are strongly advised to telephone the City of Hoonah (Telephone: 907-945-3663), prior to the time set for opening Bids, to confirm the successful and timely transmission of their fax Bid modification.
  - A fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City of Hoonah until the sealed Bid is opened. Modifications shall include both the modification of the unit bid price and the total modification of each item modified. The City of Hoonah shall not be responsible for its failure to receive fax modifications whether such failure is caused by transmission line problems, fax device problems, operator error or otherwise.
- B. <u>Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and cause its rejection as being non-responsive</u>. The completed bid forms shall be without interlineation, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative bids will not be considered unless called for.
- **16.0 WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

## 17.0 AWARD OF CONTRACT.

- A. Award of a Contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual Bid Schedule.
- B. In the event the WORK is contained in more than one Bid Schedule, the OWNER may award schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.
- C. If the OWNER has elected to advertise this project with a base bid and additive or deductive alternates, the OWNER may elect to award the Contract for the base bid, or the base bid plus one or more alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible Bidder offering the lowest total bid for the WORK to be awarded.

## 18.0 EXECUTION OF AGREEMENT.

- A. The OWNER will issue of Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written agreement with the OWNER on the AGREEMENT form, Section 00500, and shall secure all insurance and furnish all certificates and bonds required by the Contract Documents within 10 calendar days from the date stated in the Notice of Intent to Award letter.
- B. Failure or refusal to enter into an agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the AGREEMENT, the OWNER may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the AGREEMENT, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the AGREEMENT, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.
- **19.0 LIQUIDATED DAMAGES**. Provisions for liquidated damages if any, are set forth in Section 00500 Agreement.
- **20.0 PERMITS.** The Contractor is responsible for all WORK associated with meeting any local, state and/or federal permit requirements.

**END OF SECTION** 

#### SECTION 00300 - BID

#### BID TO: CITY OF HOONAH

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

## City of Hoonah Hoonah Gym Floor Settlement Improvements

- 2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
- 3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
- 4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
- 5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 6. To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule(s).
- 7. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	 Addenda No.	Date Issued

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

#### SECTION 00300 - BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by affixing his/her signature in the space provided below.

Dated:	Bidder:(Company Name)
Alaska Contractor's	By:(Signature)
Business License No:Alaska	Printed Name:
Contractor's License No.:	_Title:
Telephone No.:A Facsimile No	(Street or P.O. Box)
E-mail:	(City, State, Zip)

- 9. <u>TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT</u> THE TIME OF THE BID OPENING:
  - > Signed Bid, Section 00300 (includes addenda receipt statement)
  - Completed Bid Schedule, Section 00310
  - ➤ Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- 10. Unless otherwise notified by the OWNER, the apparent low Bidder is required to complete and submit the following document by close of business on the fifth calendar day following the posting notice of bids. If the fifth calendar day falls on a weekend or holiday, the day following the weekend or holiday is acceptable.
  - Subcontractor Report, Section 00360
- 11. The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this Section will be found to be not a responsible Bidder and may be required to forfeit the bid security. The OWNER will then consider the next lowest bidder for award of the Contract.
- 12. The successful Bidder will be required to submit, <u>within ten calendar days</u> after the date stated in the "Notice of Intent to Award" letter, the following executed documents:
  - > Agreement Forms, Section 00500
  - Performance Bond, Section 00610
  - Payment Bond, Section 00620
  - Certificates of Insurance, (CONTRACTOR and Subcontractors)
  - > One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.
  - Road Cleaning Guarantee Permit and Cleaning Deposit.

**END OF SECTION** 

## **SECTION 00310 - BID SCHEDULE**

				UNIT P	RICE	AMOU	NT
PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
2202.1	Excavation	CY	671				
2202.2	Structural Fill	CY	506				
2204.1	Base Course, Grading D-1	CY	100				
2607.1	Rigid Board Insulation	Per Board	50				
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2714.1	Filter Cloth, Type A	SY	460				
2715.1	Geogrid	SY	1,381				
2716.1	Remove and Reset Wooden Bleachers	Lump Sum	All Req'd	Lump	Sum		
2717.1	Gym Wall Removal and Replacement	Lump Sum	All Req'd	Lump	Sum		
2718.1	Gym Floor Removal and Replacement	Lump Sum	All Req'd	Lump	Sum		
3303.1	Concrete Gym Floor Slab	SY	460				
3303.2	Concrete Door Slab	SY	4				
3304.1	Remove and Dispose of Concrete Slab	SY	464				

TOTAL =	
COMPANY NAME	

## **SECTION 00320 - BID BOND**

KNOW ALL PERSONS BY T	HESE PRESENTS,	that	
as Principal	, and		
as Surety, are held and firmly bound	unto THE CITY OF	HOONAH hereina	fter called
"OWNER," in the sum of			
dollar payment of which sum, well and truly successors, and assigns, jointly and	to be made, we bind	d ourselves, our he	tal amount of the Bid) for the irs, executors, administrators,
WHEREAS, said Principal ha the bidding schedule(s) of the OWNE			form the WORK required under
s	CITY OF HOO HOONAH GYM ETTLEMENT IMPR	FLOOR	
NOW THEREFORE, if said P in the manner required in the "Notice Agreement on the form of agreement of insurance, and furnishes the require null and void, otherwise it shall remain said OWNER and OWNER prevails, including a reasonable attorney's fee	e Inviting Bids" and t bound with said Cont ed Performance Bon n in full force and effe said Surety shall pay	he "Instructions to ract Documents, fur d and Payment Bonet. In the event suit all costs incurred	rnishes the required certificates nd, then this obligation shall be it is brought upon this bond by
SIGNED AND SEALED, this	day of	, 20	)
(SEAL)(Principal)		(SEAL)	(Surety)
Ву:		Ву:	
(Signature)			(Signature)

## **SECTION 00360 - SUBCONTRACTOR REPORT**

## LIST OF SUBCONTRACTORS

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

SUBCONTRACTOR*	¹ AK Contractor <u>License No.</u>	<sup>1</sup> Contact Name	Type of	Contract	/ : <b>c</b>
<u>ADDRESS</u>	<sup>2</sup> AK Business <u>License No.</u>	<sup>2</sup> Phone No.	Work	<u>Amount</u>	√ if <u>DBE</u>
1	1			\$	
	2				
2	1			\$	
	2				
3.	1			\$	
	2				
4.	1			\$	
* Include Disadvantaged	= Business Enterprise (DBE) \$	Subcontractors (attac	h additional s	heets as necessa	ry).
	ed Alaska Business License( were opened for this projec		OR Registratio	on(s), if applicable	,
CONTRACTOR, Authorize	ed Signature	<u> </u>			
CONTRACTOR, Printed N	lame				

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

#### **SECTION 00360 - SUBCONTRACTOR REPORT**

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
  - 1. fails to comply with AS 08.18;
  - 2. files for bankruptcy or becomes insolvent;
  - 3. fails to execute a Contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
  - 4. fails to obtain bonding;
  - 5. fails to obtain insurance acceptable to the OWNER;
  - 6. fails to perform the Contract with the Bidder involving work for which the Subcontractor was listed:
  - 7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  - 8. refuses to agree or abide with the Bidder's labor agreement; or
  - 9. is determined by the OWNER not to be a responsible Bidder.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the Contract violates this section.
- D. If a Contract is awarded to a Bidder who violates this section, the OWNER may:
  - 1. cancel the Contract: or
  - 2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. For Contract award, the apparent low Bidder must submit one copy of each subcontract, to the OWNER, for WORK with a value of greater than one half of one percent of the intended award amount.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the Contract.

**END OF SECTION** 

THIS	<b>AGREEME</b>	NT is	between	THE	CITY	OF	HOONA	<u>.H_</u> (ŀ	nereinafter	called	OWNER)	and
						_ (he	reinafter	called	CONTRA	(CTOR)	OWNER	and
CONT	RACTOR, in	consi	deration o	f the mu	tual cov	enar	nts herein	after se	et forth, agr	ee as fo	llows:	

#### ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Contract Documents entitled CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS.

The WORK covered in the Contract Documents includes but is not limited to the improvements for the City of Hoonah Gym Floor. WORK includes removing and salvaging existing maple tongue and groove flooring, concrete slab removal, plywood removal, moisture barrier removal, resilient pad removal, excavation, 2" minus rock placement and compaction, base course grading D1 placement and compaction, concrete slab on grade, installation of moisture barrier, resilient pads, plywood, installation of salvaged tongue and groove wood flooring, removal and replacement of wall, and other miscellaneous related WORK.

#### ARTICLE 2. CONTRACT COMPLETION TIME.

The WORK must be completed by August 15, 2024.

## **ARTICLE 3. DATE OF AGREEMENT**

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

## ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **\$1,500.00** for each day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this agreement.

## ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s). The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this Contract for: **CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS**, which Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this Contract shall be	(\$
Dollars, except as adjusted in accordance with the pro-	ovisions of the Contract Documents.

## ARTICLE 6. PAYMENT PROCEDURES.

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

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90)

percent of the Contract amount has been paid. The remaining ten (10) percent of the Contract amount may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the project by the OWNER.

#### ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00000-1 to 00000-2 inclusive).
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-6, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-38, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-4, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 18 sheets, as listed in the Table of Contents.
- Addenda numbers
- Addenda numbers \_\_\_\_\_\_ to \_\_\_\_\_, inclusive.
   Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

## ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

OWNER:	CONTRACTOR:
City of Hoonah	
	(Company Name)
(Signature)	(Signature)
By:	By:
By:(Printed Name)	By:(Printed Name, Authority or Title)
Date:	Date:
Owner's address for giving notices:  P.O. Box 360	Contractor's address for giving notices:
Hoonah, Alaska 99829	
907-945-3663 907-945-3445	
(Telephone) (Facsimile)	(Telephone) (Facsimile)
	(E-mail address - Optional)
	Contractor License No

## **CERTIFICATE** (if Corporation)

STATE OF	)		
COUNTY OF	) SS: )		
I HEREBY CE	ERTIFY that a meeting of the Bo	oard of Directors of the	
		a corporation existing under	the laws of
the State of_ was duly passed and	, held on adopted:	, 20, the follow	ing resolution
HOONAH and Corporation, a Corporation." I further certify IN WITNESS	d this corporation and that the e and with the Corporate Seal affi y that said resolution is now in f	et my hand and affixed the official s	ecretary of the ed of this
		Secretary	
(SEAL)			

## **CERTIFICATE** (if Partnership)

STATE	OF	)				
COUN		) SS: )				
	I HEREBY CE	RTIFY that a meeting of	the Partners of t	:he		
			a partnersh	ip existing	g under the laws	of the State
	I and adopted:	, held on	, 2	20, the	e following resolu	ition was duly
	and that the example and deed of the	that	d by the		shall be	
	IN WITNESS V	WHEREOF, I have here	unto set my hand	this	_, day of	, 20
			Se	cretary		

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

(SEAL)

## CERTIFICATE (if Joint Venture)

STATE O	OF ) ) SS: Y OF )		
11	HEREBY CERTIFY that a meeting of the Principa	ls of the	
	a jo	int venture existing under the laws of the	
State of _ adopted:	, held on, 20, th	e following resolution was duly passed and	b
Jo	'RESOLVED, that	ute the Agreement with the CITY OF	,
l f	further certify that said resolution is now in full force	ce and effect.	
	IN WITNESS WHEREOF, I have hereunto set my h, 20	nand this, day of	
		Secretary	
(SEAL)			

#### **SECTION 00610 - PERFORMANCE BOND**

KNOW AL	L PERSONS BY TH	HESE PRESENTS: That we	
			(Name of Contractor)
	a		
		(Corporation, Partners	ship, Individual)
hereinafter called '	'Principal" and		
		(Sur	ety)
of	, State of	herein	after called the "Surety," are held and
firmly bound to th	e CITY OF HOONA	.H, ALASKA hereinafter ca	lled "OWNER,"
	(Owner)	(City and State)	
for the penal sum	of		
		dollars (\$	) in lawful money of the United
		well and truly to be made, wand severally, firmly by these	ve bind ourselves, our heirs, executors

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has, or is about to, enter into a certain Contract with the OWNER, a copy of which is hereto attached and made a part hereof for the construction of:

## CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

## **SECTION 00610 - PERFORMANCE BOND**

## CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original. The executed date of this Performance Bond is the date of the last signature below.

CONTRACTOR:	
By:(Signature)	Date:
(Printed Name)	_
(Company Name)	_
(Street or P.0. Box)	_
(City, State, Zip Code)	_
SURETY:	
By:	Date:
By:(Signature of Attorney-in-Fact)	
(Printed Name)	_
(Company Name)	_
(Street or P.0. Box)	_
(City, State, Zip Code)	_
(Affix SURETY'S SEAL)	

If CONTRACTOR is Partnership, all Partners must execute bond.

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

NOTE:

#### **SECTION 00620 - PAYMENT BOND**

KNOW AI	LL PERSONS BY TH	ESE PRESENTS: That we	
			(Name of Contractor)
	a		
		(Corporation, Partne	rship, Individual)
hereinafter called	"Principal" and		
		(Su	rety)
of	, State of	herei	nafter called the "Surety," are held and
firmly bound to tl	he CITY OF HOONA	H, ALASKA hereinafter c	alled "OWNER,"
	(Owner)	(City and State)	
for the penal sum	of	, ,	
		dollars (\$	) in lawful money of the United
	•	well and truly to be made, and severally, firmly by the	we bind ourselves, our heirs, executors

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has, or is about to, enter into a certain Contract with the OWNER, a copy of which is hereto attached and made a part hereof for the construction of:

## CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for, performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

#### **SECTION 00620 - PAYMENT BOND**

## CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original. The executed date of this Payment Bond is the date of the last signature below.

# (Signature) (Printed Name) (Company Name) (Street or P.0. Box) (City, State, Zip Code) SURETY: Date: (Signature of Attorney-in-Fact) (Printed Name) (Company Name) (Street or P.0. Box) (City, State, Zip Code) (Affix SURETY'S SEAL)

If CONTRACTOR is Partnership, all Partners must execute bond.

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

NOTE:

**CONTRACTOR:** 

## **TABLE OF CONTENTS**

ARTICLE	1 DEFINITIONS	00700-4
ARTICLE	2 PRELIMINARY MATTERS	
2.1	Delivery of Bonds/Insurance Certificates	00700-8
2.2	Copies of Documents	00700-8
2.3	Commencement of Contract Time; Notice to Proceed	00700-8
2.4	Starting the Work	
2.5	Pre-construction Conference	00700-8
2.6	Finalizing Contractor Submittals	00700-8
ARTICLE	3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	
3.1	Intent	00700-8
3.2	Order of Precedence of Contract Documents	00700-9
3.3	Amending and Supplementing Contract Documents	00700-9
3.4	Reuse of Documents	
ARTICLE	4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFEREN	NCE POINTS
4.1	Availability of Lands	
4.2	Physical Conditions - Subsurface and Existing Structures	00700-10
4.3	Differing Site Conditions	00700-10
4.4	Physical Conditions - Underground Utilities	
4.5	Reference Points	00700-11
ARTICLE	5 BONDS AND INSURANCE	
5.1	Performance, Payment and Other Bonds	
5.2	Insurance	00700-12
ARTICLE	6 CONTRACTOR'S RESPONSIBILITIES	
6.1	Supervision and Superintendence	
6.2	Labor, Materials, and Equipment	
6.3	Adjusting Progress Schedule	
6.4	Substitutes or "Or Equal" Items	
6.5	Concerning Subcontractors, Suppliers and Others	
6.6	Permits	00700-15
6.7	Patent Fees and Royalties	
6.8	Laws and Regulations	
6.9	Taxes	
6.10	Use of Premises	
6.11	Safety and Protection	
6.12	Shop Drawings and Samples	
6.13	Continuing the Work	
6.14	Indemnification	
6.15	Contractor's Daily Reports	
6.16	Assignment of Contract	
6.17	Contractor's Responsibility for Utility Property and Services	
6.18	Operating Water System Valves	00700-18
6.19	Contractor's Work Schedule Limitations	00700-19

#### **ARTICLE 7 OTHER WORK** 7.1 7.2 **ARTICLE 8 OWNER'S RESPONSIBILITIES** Communications 00700-20 8.1 8.2 Payments ...... 00700-20 8.3 8.4 8.5 8.6 8.7 **ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION** 91 9.2 9.3 9.4 9.5 9.6 9.7 9.8 9.9 **ARTICLE 10 CHANGES IN THE WORK** 10.1 10.2 ARTICLE 11 CHANGE OF CONTRACT PRICE 11.1 11.2 11.3 11.4 11.5 ARTICLE 12 CHANGE OF CONTRACT TIME 12.1 12.2 ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK 13.1 13.2 13.3 13.4 13.5 13.6 13.7

## ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1	Schedule of Values (Lump Sum Price Breakdown)	00700-32
14.2	Unit Price Bid Schedule	
14.3	Application for Progress Payment	00700-32
14.4	Contractor's Warranty of Title	
14.5	Review of Applications for Progress Payment	00700-33
14.6	Partial Utilization	
14.7	Substantial Completion	
14.8	Final Application for Payment	
14.9	Final Payment and Acceptance	00700-34
14.10	Release of Retainage and Other Deductions	
14.11	Contractor's Continuing Obligation	
14.12	Final Payment Terminates Liability of Owner	00700-35
ARTICLE 1	5 SUSPENSION OF WORK AND TERMINATION	
15.1	Suspension of Work by Owner	00700-35
15.2	Termination of Agreement by Owner (Contractor Default)	00700-35
15.3	Termination of Agreement by Owner (For Convenience)	00700-35
15.4	Termination of Agreement by Contractor	00700-36
ARTICLE 1	6 MISCELLANEOUS	
16.1	Giving Notice	
16.2	Rights In and Use of Materials Found on the Work	
16.3	Right to Audit	
16.4	Archaeological or Historical Discoveries	
16.5	Construction Over or Adjacent to Navigable Waters	
16.6	Gratuity and Conflict of Interest	
16.7	Suits of Law Concerning the Work	
16.8	Certified Payrolls	
16.9	Prevailing Wage Rates	
16.10	Employment Reference	
16.11	Cost Reduction Incentive	00700-38

#### **ARTICLE 1 DEFINITIONS**

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

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

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

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

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

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

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

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

<u>Contract Documents</u> - The Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, Permits, and all addenda, and change orders executed pursuant to the provisions of the Contract Documents.

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

<u>Contract Time</u> - The number of successive calendar days stated in the Contract Documents for the completion of the WORK.

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

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

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

<u>Drawings</u> - The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the City

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

Engineer and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph.

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The City of Hoonah legal holidays occur on:

- 1. New Year's Day January 1
- 2. Elizabeth Peratrovich Day February 16
- 3. President's Day Third Monday in February
- 4. Seward's Day Last Monday in March
- 5. Memorial Day Last Monday in May
- 6. Juneteenth June 19th
- 7. Independence Day July 4
- 8. Labor Day First Monday in September
- 9. Indigenous Peoples' Day Second Monday in October
- 10. Alaska Day October 18
- 11. Veteran's Day November 11
- 12. Thanksgiving and the day after Fourth Thursday and the following Friday in November
- 13. Christmas Eve December 24
- 14. 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.

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

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

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

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

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

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

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

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

OWNER - The City of Hoonah acting through its legally designated officials, officers, or employees.

<u>ENGINEER</u> - The ENGINEER is the firm or person(s) selected by the City of Hoonah to perform the duties of project inspection and management.

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

PCB's - Polychlorinated biphenyls.

## PERMITTEE - CONTRACTOR.

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

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

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

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

Specifications - (Same definition as for Technical Specifications hereinafter).

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

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

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

<u>Substantial Completion</u> - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

GENERAL CONDITIONS
Page 00700-6

such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.

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

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

SWPPP - Storm Water Pollution Prevention Plan.

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

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

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

#### **ARTICLE 2 PRELIMINARY MATTERS**

- 2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

### 2.4 STARTING THE WORK

- A. The CONTRACTOR shall begin to perform the WORK within 7 days after the commencement date stated in the Notice to Proceed, but no work shall be done at the site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any work affected thereby.
- C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 Contractor Submittals in the General Requirements.
- 2.5 PRE-CONSTRUCTION CONFERENCE. The Contractor is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General

Requirements, Section 01010 - Summary of Work in the General Requirements.

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

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### 3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ENGINEER) until a clarification field order, or change order to the Contract Documents has been issued.

## 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  - Permits from other agencies as may be required by law, excepting the definition of "PERMITEE" in these permits.
  - 2. Field Orders
  - 3. Change Orders
  - 4. ENGINEER's written interpretations and clarifications.
  - 5. Agreement
  - 6. Addenda

- 7. Contractor's Bid (Bid Form)
- 8. Supplementary General Conditions
- 9. Notice Inviting Bids
- 10. Instructions to Bidders
- 11. General Conditions
- 12. Technical Specifications
- 13. Drawings
- B. With reference to the Drawings the order of precedence is as follows:
  - 1. Figures govern over scaled dimensions
  - 2. Detail drawings govern over general drawings
  - 3. Addenda/change order drawings govern over Contract Drawings
- 3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 CHANGES IN THE WORK).
- 3.4 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the OWNER.

## ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

- 4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.
- 4.2 PHYSICAL CONDITIONS SUBSURFACE AND EXISTING STRUCTURES
- A. <u>Explorations and Reports</u>. No subsurface investigation was performed for this project.
- B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

#### 4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 7 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:
  - Material that the CONTRACTOR believes may be material that is hazardous waste, as
    defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other
    substance or material posing a threat to human or to the environment.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the Contract.
- B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the Contract.
- C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all WORK to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

#### 4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. <a href="Indicated">Indicated</a>. The information and data indicated</a> in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.
- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01530 Protection and Restoration of Existing Facilities of the General Requirements.

## 4.5 REFERENCE POINTS

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

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

#### **ARTICLE 5 BONDS AND INSURANCE**

- 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS
- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the City of Hoonah for the penal sums of 100% of the amount of the bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City ENGINEER may, on behalf of the OWNER, notify the surety of any potential default or liability.

#### 5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing defective work in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall

contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

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

## **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the work site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while work is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.
- 6.2 LABOR, MATERIALS, AND EQUIPMENT
- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required

tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the City Engineer, or any of the City Engineering consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

- F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform property the WORK assigned to them. Workers engaged in special work, or skilled work, shall have sufficient experience in such work and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
- G. Any person employed by the CONTRACTOR or by any SUBCONTRACTOR who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or SUBCONTRACTOR employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 Contractor Submittals in the General Requirements.
- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 Contractor Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime Contract.

## 6.6 PERMITS

- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract

Documents. Any reference to the "permittee" in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.

- ATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The OWNER may, per AS 36.30, audit the CONTRACTOR's or subcontractor(s) records that are related to the cost or pricing data for this contract, all related change orders, and/or contract modifications.
- 6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of 6.10 materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of ENGINEERs attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

#### 6.11 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all employees on the WORK and other persons and organizations who may be affected thereby;
  - 2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site: and
  - 3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.
- E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the work.
- 6.12 SHOP DRAWINGS AND SAMPLES
- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all shop drawings in accordance with Section 01300 -Contractor Submittals in the General Requirements.
- B. The CONTRACTOR shall also submit to the ENGINEER for review all samples in accordance with Section 01300 Contractor Submittals in the General Requirements.
- C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each shop

drawing or sample with other shop drawings and samples and with the requirements of the WORK and the Contract Documents.

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

#### 6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the Contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
  - Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
  - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
  - 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
  - 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this Contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this Contract.
  - 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents:
  - 6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and.
  - 7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of ENGINEERs, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.
- C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall

be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each work day. The report should comment on the daily progress and status of the work within each major component of the work. These components will be decided by the ENGINEER.

- 6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the Contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the CITY OF HOONAH Utilities Divisions, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the CITY OF HOONAH Utilities Divisions.

#### 6.18 OPERATING WATER SYSTEM VALVES

- A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the City of Hoonah water system. The request must be submitted at least 24-hours prior to operating any valves. The City of Hoonah Public Works Department reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.
- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the City of Hoonah water system.
- 6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City of Hoonah City Administrator. Such permit shall be issued by the City Administrator only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

#### **ARTICLE 7 OTHER WORK**

## 7.1 RELATED WORK AT SITE

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall

properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.

- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.
- 7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

#### **ARTICLE 8 OWNER'S RESPONSIBILITIES**

- 8.1 COMMUNICATIONS
- A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.
- B. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.
- 8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.
- 8.3 LANDS, EASEMENTS, AND SURVEYS. The OWNER's duties in respect of providing lands and easements and providing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5.
- 8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.
- 8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.
- 8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop work or suspend work, see Paragraphs 13.4 and 15.1.
- 8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

## **ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION**

- 9.1 ENGINEER. The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.
- 9.2 VISITS TO SITE. The ENGINEER will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in

accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ENGINEER. The ENGINEER will not, during such visits, or as a result of such observations of the CONTRACTOR's work in progress, supervise, direct, or have control over the CONTRACTOR's work.

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

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

<u>Duties and Responsibilities</u>. The Inspector will:

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

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

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

- 1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
- 2. Shall not exceed limitations on the ENGINEER's authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- 5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.
- 9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.
- 9.5 AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the work involved in a manner that minimizes the impact to the Work and the Contract Completion date. If the CONTRACTOR believes that a Field Order justifies an

increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

- 9.6 REJECTING DEFECTIVE WORK. The ENGINEER will have authority to reject work which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.
- 9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS
- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
- B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.
- 9.8 DECISIONS ON DISPUTES
- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.
- B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR) of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.
- 9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES
- A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import

are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.

- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any subcontractor, supplier, or any other person or organization performing any of the WORK.

#### **ARTICLE 10 CHANGES IN THE WORK**

#### 10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to the work, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
  - 2. changes required because of acceptance of defective work under Paragraph 13.7;
  - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
  - 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.

- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.
- 10.2 ALLOWABLE QUANTITY VARIATIONS
- A. In the event of an increase or decrease in bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

#### ARTICLE 11 CHANGE OF CONTRACT PRICE

#### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
  - 3. On the basis of the cost of work (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).
- 11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to work, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.

## 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. <u>General</u>. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.
- B. <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. <u>Materials</u>. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
  - 1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  - 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
  - 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  - 4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.
  - 1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
  - 2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
  - 3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications

- shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- 4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
- 5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- 6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.
- E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.
  - 1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
  - 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
  - 3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
  - 4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
  - 5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
- F. <u>Specialty Work</u>. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
  - Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
  - 2. When the CONTRACTOR is required to perform work necessitating special fabrication or

machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.

- All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.
- G. <u>Sureties</u>. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

#### 11.4 CONTRACTOR'S FEE

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

Actual Overhead and Profit Allowance

Labor	15 percent
Materials	10 percent
Equipment	10 percent

To the sum of the costs and mark-ups provided for in this Article, 1% shall be added as compensation for bonding.

- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the CONTRACTOR may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.
- 11.5 EXCLUDED COSTS. The term "Cost of the Work" shall not include any of the following:
  - 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, ENGINEERs, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
  - 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
  - 3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
  - 4. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).

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

#### **ARTICLE 12 CHANGE OF CONTRACT TIME**

#### 12.1 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only Compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- D. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.
- 12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract time may be extended by the ENGINEER because of delays in completion of the work due to unusually severe weather, provided that the Contractor shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of contract time. The ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or

unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

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

- 13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 ACCESS TO WORK. OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

## 13.3 TESTS AND INSPECTIONS

- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any work to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
- C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in

response to such notice.

- F. If any work is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.
- G. If the ENGINEER considers it necessary or advisable that covered work be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of ENGINEERs, attorneys, and other professionals. However, if such work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- 13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of ENGINEERs, attorneys, and other professionals made necessary thereby.

## 13.6 ONE YEAR CORRECTION PERIOD

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such defective work, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of ENGINEERs, attorneys and other professionals will be paid by the CONTRACTOR.
- B. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- 13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the work, the OWNER may do so. The

CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

#### ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

- 14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.
- 14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.
- 14.3 APPLICATION FOR PROGRESS PAYMENT
- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.
- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract amount has been paid. The remaining 10% of the Contract amount shall be withheld until:
  - 1. final inspection has been made:
  - 2. completion of the project:
  - 3. acceptance of the project by the OWNER and;
  - 4. the OWNER has received notification from the Alaska Department of Labor that the CONTRACTOR has no outstanding wage/hour violations.
- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the Contractor's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.
- 14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to

all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

#### 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

#### 14.6 PARTIAL UTILIZATION

- A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.
- 14.7 SUBSTANTIAL COMPLETION. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.
- 14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions,

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

#### 14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
  - 1. Liquidated damages, as applicable.
  - 2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

## 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.
- 14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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

## ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
- 15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)
- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.
- 15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

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

#### **ARTICLE 16 MISCELLANEOUS**

- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. The CONTRACTOR may use on the project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
- B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
- C. The CONTRACTOR shall not excavate or remove any material from within the project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
- D. In the event the CONTRACTOR has processed materials from Owner-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CITY OF HOONAH may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CITY OF HOONAH from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CITY OF HOONAH and the CONTRACTOR.
- E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
- 16.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's

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

- ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.
  - 16.5 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 GRATUITY AND CONFLICT OF INTEREST. The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the Contract.
- 16.7 SUITS OF LAW CONCERNING THE WORK
- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District.
- B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the Contract.
- 16.8 CERTIFIED PAYROLLS
- A. All CONTRACTORs or subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A CONTRACTOR or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

#### 16.9 PREVAILING WAGE RATES

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the work.
- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the work. (Section 2 ch 52 SLA 1959).
- C. Listing CONTRACTORS Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).
- 16.10 EMPLOYMENT REFERENCE. Workers employed in the execution of the Contract by the CONTRACTOR or by any subcontractor under this Contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.

## 16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
  - 1. Description of both the existing Contract requirements for performing the WORK and the proposed changes.
  - 2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
  - 3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
  - 4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.

- 5. The Contract items of WORK affected by the proposed changes including any quantity variations.
- 6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
- 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- B. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed change order incorporating the cost reduction proposal has been issued. If any executed change order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in contract time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the Contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a contract time savings, the total contract time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of work. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the

Project, to include the cost reduction WORK.

**END OF SECTION** 

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

**SGC 2.2 COPIES OF DOCUMENTS.** The OWNER shall furnish to the CONTRACTOR 3 copies of the Contract Documents which may include bound reduced drawings, if any, together with 3 sets of full-scale Drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost.

**SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES.** In the preparation of the Contract Documents, the City Engineer has relied upon:

A. Original construction drawings of Hoonah Schools Gym dated 1996, field measurements and visual inspection of the existing structures and surface conditions.

**SCG 4.8 ROAD CLEANING GUARANTEE**. In order to ensure that quarry or gravel material is not tracked or spilled from trucks on the project haul route a street cleaning deposit is required. The CONTRACTOR is required to submit the "Road Cleaning Guarantee Permit" included at the end of this section, to the OWNER prior to issuance of Notice to Proceed. The amount of this deposit is \$2,500.

**SGC 5.2 INSURANCE AMOUNTS.** The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- A. Workers' Compensation: (under Paragraph 5.2C.1 of the General Conditions) as in accordance with AS 23.30.045:
  - 1. State: Statutory
  - Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

3. Employers Liability

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

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

B. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):

Combined Singl	e Limit	. , ,	Each Occurrence Annual Aggregate
a.	General Policy		Each Occurrence Annual Aggregate
b.	Products/Completed Operations		Each Occurrence Annual Aggregate
C.	Personal Injury	\$1,000,000.00	Each Occurrence

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

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

- D. Builder's Risk: (NOT REQUIRED FOR THIS PROJECT).
- E. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or the City Engineer.
- F. All policies will provide for 30 days written notice prior to any cancellation or nonrenewal of insurance policies required under Contract. "Will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording will be deleted from certificates.
- G. The City of Hoonah shall be named as an "Additional Insured" under all liability coverage listed in this Section, except for workers' compensation insurance.

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

A. In addition to the provisions of Paragraph 6.5 of the General Conditions, the CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for Contract Award, and any other information requested by the OWNER from the apparent low bidder.

# **SCG 14.3 APPLICATION FOR PROGRESS PAYMENT.** Delete Paragraph C and replace with the following:

- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract amount has been paid. The remaining 10% of the Contract amount may be withheld until:
  - 1. final inspection has been made;
  - 2. completion of the project; and
  - 3. acceptance of the project by the OWNER.

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

C.	and provide the that have work	e OWNER with clear ed on the project.	arance from the This clearance	all contact the Alaska Department of Labor (ADOL) ADOL for the CONTRACTOR and all subcontractors shall indicate that all Employment Security Taxes letter for this purpose.
Perr	nit No.			A.P.N.
Acct	No.			
			ITY OF HOONA CLEANING GUA	AH, ALASKA ARANTEE PERMIT QUARRY
guar		ng described work		ed for street cleaning, the CONTRACTOR hereby funds in the amount of \$, to be utilized
•	from the hauling a		on. It is the inte	ity of Hoonah and State Right of Ways accumulated int that the traveled public way be kept as clean as conditions.
				y City of Hoonah or State Right of Way is cleaned of hall be removed immediately.
This	document is evid	ence th <u>at</u>	(5	
abo\ withi	ve. Should the CC in two (2) hours of ited to City of Ho	ONTRACTOR fail t notification by the	a guarantee of o satisfactorily of City of Hoonah	tor's or Applicant's name) performance of the roadway cleaning as set forth complete the required maintenance and/or cleaning City Administrator, a portion of the money shall be work may be performed by the City of Hoonah as
	Approved as t	to terms and cond	itions, and recei	pt is acknowledged by a copy hereof.
	Dated this	day of	, 20	_ in Hoonah, Alaska.
				(Contractor)
	Dated This	day of	, 20_	in Hoonah, Alaska.
				City of Hoonah
				(Name)
				(Title and Department)

VERIFICATION GUARANTEE FUNDS				
The CONTRACTOR,, to guarantee the described work by payme the City of Hoonah on//, by cash/check no	, has deposited the amount of \$ nt of a cash bond in the amount of \$, to A copy of the receipt is attached.			
Dated thisday of, 20				
	(City of Hoonah)			
	(Name)			
Date:	(Title)			
To: Alaska Department of Labor Juneau Field Tax Office FAX 907-465-2374				
From:				
Subject CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS				
Timeframe of Contract	_			
Please advise whether or not clearance is granted for the	ne following CONTRACTOR or Subcontractor:			
Name Address	ss			
Per AS 23.20.265 of the Alaska Employment Security A release to make final payment for work performed under response to:				
J. Mark Pusich, P.E. RESPEC 9109 Mendenhall Mall Road, Suite 4 Juneau, Alaska 99801 FAX (907) 780-4611 – PHONE: (907) 780-6060				
( ) Tax Clearance is granted. ( ) Tax Clearance is NOT granted. Remarks:				
Signature	Date			
Title				

**END OF SECTION** 

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

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

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

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

Required Reporting During Contract (to be provided by every CONTRACTOR and Subcontractor):

A. Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. If there was no activity for that pay period, indicate "No Activity." Indicate "Start" on your first payroll, and "Final" on your last payroll for this Project. Send to:

Wage and Hour Section

State of Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
PO Box 21149
Juneau, AK 99802-1449
907-465-4842

City Engineer
RESPEC

9109 Mendenhall Mall Road, Suite 4 Juneau, AK 99801 907-780-6060

B. Within 10 Days of "Notice of Award/Notice to Proceed" make a list of <u>all</u> Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send to:

and

Wage and Hour Section

State of Alaska Department of Labor and
Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
PO Box 21149
Juneau, AK 99802-1449
907-465-4842

City Engineer

RESPEC 9109 Mendenhall Mall Road, Suite 4 Juneau, AK 99801 907-780-6060

C. As part of the final payment request package:

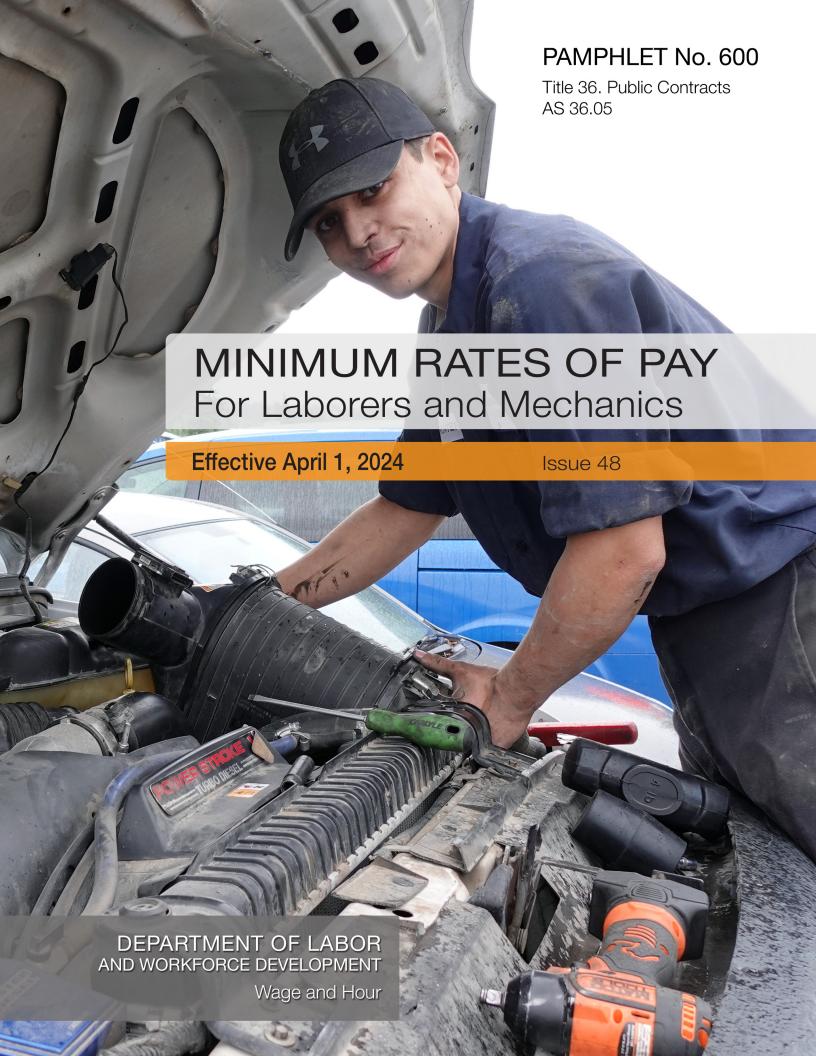
A completed Compliance Certificate and Release form (provided in Section 01700 - Project Closeout) from every CONTRACTOR.

and

A final Subcontractor list complete with final subcontract amounts and including all equipment rentals (with operators).

**END OF SECTION** 

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS ALASKA LABOR STANDARDS, REPORTING AND PREVAILING WAGE RATE DETERMINATION Page 00830-1







# Department of Labor and Workforce Development

Office of the Commissioner

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

April 1, 2024

#### TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2024.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2024, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the <u>latest</u> wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet go to: <a href="http://labor.state.ak.us/lss/pamp600.htm">http://labor.state.ak.us/lss/pamp600.htm</a>

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

Sincerely,

Catherine Muñoz

Commissioner Designee

acheine Muinz

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### **Table of Contents**

Excerpts	from	Al	asl	ka	Law
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Sec. 36.05.005. Applicability	iv
Sec. 36.05.010. Wage rates on public construction.	iv
Sec. 36.05.040. Filing schedule of employees, wages paid and other information	iv
Sec. 36.05.045. Notice of work and completion; withholding of payment	iv
Sec. 36.05.060. Penalty for violation of this chapter	v
Sec. 36.05.070. Wage rates in specifications and contracts for public works	v
Sec. 36.05.080. Failure to pay agreed wages	v
Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate cor-	ıtractsv
Sec. 36.05.900. Definition.	vi
Excerpts from Alaska Administrative Code	
8 AAC 30.051. Purpose	vi
8 AAC 30.052. Board and lodging; remote sites	vi
8 AAC 30.054. Per diem instead of board and lodging	vi
8 AAC 30.056. Alternative arrangement	vii
8 AAC 30.900. General definitions (selected excerpts)	vii
Additional Information	
Per Diem	vii
Laborer Classification Clarification	viii
Apprentice Rates	viii
Fringe Benefit Plans	viii
Special Prevailing Wage Rate Determination.	ix
Alaska Employment Preference Information.	ix
Labor Standards and Safety Notice Requests	X
Debarment List	X
Wage Rates	Pages 1-26
Shipyard Rate Addendum	Pages 27
<u> </u>	_

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

#### EXCERPTS FROM ALASKA LAW

#### Sec. 36.05.005. Applicability.

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

#### Sec. 36.05.010. Wage rates on public construction.

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

#### Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

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

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

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
  - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
    - (A) the primary contractor has complied with (a) and (b) of this section;
    - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
    - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
  - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
  - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

#### Sec. 36.05.060. Penalty for violation of this chapter.

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

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

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under <u>AS 36.05.010</u>.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
  - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
  - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
  - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
  - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
    - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
    - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

#### Sec. 36.05.080. Failure to pay agreed wages.

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

#### Sec. 36.05.900. Definition.

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

#### **EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

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

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

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

- (b) A contractor is not required to provide board and lodging:
  - (1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or
  - (2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.
- (c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:
  - (1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or
  - (2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.
- **8** AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:
  - (1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*;
  - (2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*; and

- (3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.
- (b) A contractor may not pay per diem instead of board and lodging on a highway project located
  - (1) west of Livengood on the Elliot Highway, AK-2;
  - (2) on the Dalton Highway, AK-11;
  - (3) north of milepost 20 on the Taylor Highway, AK-5;
  - (4) east of Chicken on the Top of the World Highway; or
  - (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

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

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

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

In this chapter and in AS 36

- (22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;
- (23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

#### ADDITIONAL INFORMATION

#### **PER DIEM**

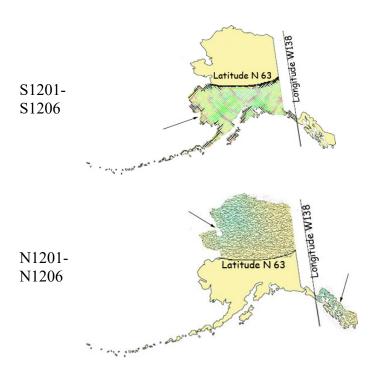
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC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

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

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

#### LABORER CLASSIFICATION CLARIFICATION

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



#### **APPRENTICE RATES**

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

#### FRINGE BENEFIT PLANS

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

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

#### SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour
P.O. Box 111149
Juneau, AK 99811-1149

Email: statewide.wagehour@alaska.gov

#### EMPLOYMENT PREFERENCE INFORMATION

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State's 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity. A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions 2019/19-005 AK-hire.pdf

#### Alaska Department of Labor and Workforce Development Labor Standards and Safety Division Wage and Hour

Web site: <a href="http://labor.state.ak.us/lss/pamp600.htm">http://labor.state.ak.us/lss/pamp600.htm</a>

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

#### LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

#### DEBARMENT LIST

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

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

<u>Company Name</u> <u>Debarment Expires</u>

No companies are currently debarred.

## Laborers' & Mechanics' Minimum Rates of Pay

Class Code Classification of Laborers & Mechanics	BHR H&W I	PEN '	TRN	Other E	Benefits	THR
Boilermakers						
*See per diem note on last page						
A0101 Boilermaker (journeyman)	48.15 8.57 1	8.40	2.15	VAC 4.25	<b>SAF</b> 0.34	81.86
Bricklayers & Blocklayers						
*See per diem note on last page						
A0201 Blocklayer	42.01 9.00 1	0.20	0.62	L&M 0.20		62.03
Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter						
A0202 Tuck Pointer Caulker	42.01 9.00 1	0.20	0.62	L&M 0.20		62.03
Cleaner (PCC)  A0203 Marble & Tile Finisher	35.84 9.00 1	0.20	0.62	<b>L&amp;M</b> 0.20		55.86
Terrazzo Finisher  A0204 Torginal Applicator	35.84 9.00 1	0.20	0.62	L&M 0.20		55.86
Carpenters, Region I (North of 63 latitude)						
*See per diem note on last page						
N0301 Carpenter (journeyman)	44.39 10.35 1	5.82	1.75	L&M 0.20	<b>SAF</b> 0.20	72.71
Lather/Drywall/Acoustical						
Carpenters, Region II (South of N63 latitude)  *See per diem note on last page						
S0301 Carpenter (journeyman)	44.39 10.35 1	6.36	1.75	L&M 0.20	<b>SAF</b> 0.20	73.25
Lather/Drywall/Acoustical						
*See per diem note on last page						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<mark>Ceme</mark> i	nt Masons						
>	See per diem note on last page						
						L&M	
A0401	Group I, including:	46.93	8.80	11.80	1.53	0.10	69.16
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Finisher						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Concrete Polishing						
	Concrete Repair						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	General Concrete Pour Tender						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete Screed Pin Setter						
	Screeder or Rodder						
	Spackling/Skim Coating						
	Spacking Skin County					L&M	
A0402	Group II, including:	46.93	8.80	11.80	1.53	0.10	69.16
	Form Setter						
						L&M	
A0403	Group III, including:	46.93	8.80	11.80	1.53	0.10	69.16
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator (all concrete surfaces)						
						L&M	
A0404	Group IV, including:	46.93	8.80	11.80	1.53	0.10	69.16
	Acoustical or Imitation Acoustical Finish						
	Application of All Composition Mastic						
	Application of All Enoxy Material						

Application of All Epoxy Material

Application of All Plastic Material

Finish Colored Concrete

Gunite Nozzleman

Hand Powered Grinder

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<mark>Ceme</mark> i	nt Masons						
;	See per diem note on last page						
						L&M	
A0404	Group IV, including:	46.93	8.80	11.80	1.53	0.10	69.1
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile  Tunnel Worker						
A0405	Group V, including:	46.93	8.80	11.80	1.53	<b>L&amp;M</b> 0.10	69.10
	Casting and finishing						
	EIFS Systems						
	Finishing of all interior and exterior plastering Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)						
	Gypsum, Portland Cement						
	Kindred material and products						
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry						
	Overcoating and maintenance of interior/exterior plaster surfaces						
	Plasterer						
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")						
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster						
<b>Culin</b> a	ary Workers						
						LEG	
A0501	Baker/Cook	29.95	7.53	8.83			46.31
						LEG	
A0503	General Helper	25.92	7.53	8.83			42.28
	Housekeeper						
	Janitor						
	Kitchen Helper						
						LEG	
A0504	Head Cook	29.95	7.53	8.83			46.31
						LEG	
A0505	Head Housekeeper	26.20	7.53	8.83			42.56
	Head Kitchen Help						
<mark>Dredg</mark>	emen						
;	See per diem note on last page						

# A0601 Assistant Engineer Craneman

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

77.92

L&M

0.10

49.52 11.75 15.50 1.05

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other B	Benefits	THR
<mark>Dredg</mark>						
*	See per diem note on last page					
<u>A0601</u>	Assistant Engineer	49.52 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		77.92
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder					
<u>A0602</u>	Assistant Mate (deckhand)	48.20 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		76.60
A0603	Fireman	48.70 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		77.10
A0605	Leverman Clamshell	52.39 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		80.79
A0606	Leverman Hydraulic	50.39 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		78.79
<u>A0607</u>	Mate & Boatman	49.52 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		77.92
<u>A0608</u>	Oiler (dredge)	48.70 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		77.10
Electri	icians *See per diem note on last page					
	Inside Cable Splicer	48.94 14.40 14.36	0.95	L&M 0.25	<b>LEG</b> 0.15	79.05
<u>A0702</u>	Inside Journeyman Wireman, including:	48.94 14.40 14.36	0.95	L&M 0.25	<b>LEG</b> 0.15	79.05
	Technicians (including use of drones in electrical construction)					
<u>A0703</u>	Power Cable Splicer	70.34 14.40 19.30	0.95	L&M 0.25		105.39
<u>A0704</u>	Tele Com Cable Splicer	54.03 14.40 18.02	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	87.80
A0705	Power Journeyman Lineman, including:	68.59 14.40 19.25	0.95	L&M 0.25		103.59
	Power Equipment Operator Technician (including use of drones in electrical construction)					
<u>A0706</u>	Tele Com Journeyman Lineman, including:	52.28 14.40 17.97	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	86.00

Technician (including use of drones in telecommunications construction)

Tele Com Equipment Operator

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	N TRN	Other I	Benefits	THR
Electri	Scians See per diem note on last page					
A0707	Straight Line Installer - Repairman	52.28 14.40 17.9	7 0.95	<b>L&amp;M</b> 0.25		86.00
<u>A0708</u>	Powderman	66.59 14.40 19.1	9 0.95	L&M 0.25		101.53
<u>A0710</u>	Material Handler	28.82 14.52 5.86	0.15	<b>L&amp;M</b> 0.15		49.65
A0712	Tree Trimmer Groundman	32.26 14.40 14.5	2 0.15	L&M 0.15	<b>LEG</b> 0.15	61.63
A0713	Journeyman Tree Trimmer	41.32 14.40 14.7	9 0.15	L&M 0.15	<b>LEG</b> 0.15	70.96
<u>A0714</u>	Vegetation Control Sprayer	44.92 14.40 14.9	0 0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	74.67
<u>A0715</u>	Inside Journeyman Communications CO/PBX	48.94 14.40 14.3	6 0.95	L&M 0.25	<b>LEG</b> 0.15	79.05
	or Workers  See per diem note on last page					
	· ·	40.00.16.17.20.0	6 0.75	L&M		02.51
	Elevator Constructor Mechanic	48.00 16.17 20.9 68.57 16.17 20.9		1.30 <b>L&amp;M</b> 1.30	5.33 VAC 7.61	115.36
	& Frost Insulators/Asbestos Workers	00.37 10.17 20.5	0 0.75	1.50	7.01	113.30
*	See per diem note on last page					
A0902	Asbestos Abatement-Mechanical Systems	41.35 9.24 11.1	2 1.50	IAF 0.14	LML 0.05	63.40
A0903	Asbestos Abatement/General Demolition All Systems	41.35 9.24 11.1	2 1.50	IAF 0.14	LML 0.05	63.40
<u>A0904</u>	Insulator, Group II	41.35 9.24 11.1	2 1.50	IAF 0.14	LML 0.05	63.40
<u>A0905</u>	Fire Stop	41.35 9.24 11.1	2 1.50	IAF 0.14	LML 0.05	63.40
	Torkers  See per diem note on last page					
	Ironworkers, including:	42.99 10.16 26.4	5 0.77	L&M 0.20	IAF 0.24	80.81

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
<b>IronW</b>	orkers					
k	See per diem note on last page					
A1101	Ironworkers, including:	42.99 10.16 26.45	0.77	L&M 0.20	IAF 0.24	80.81
	Bender Operators					
	Bridge & Structural					
	Hangar Doors					
	Hollow Metal Doors					
	Industrial Doors					
	Machinery Mover					
	Ornamental					
	Reinforcing					
	Rigger					
	Sheeter					
	Signalman					
	Stage Rigger					
	Toxic Haz-Mat Work					
	Welder					
				L&M	IAF	
A1102	Helicopter	43.99 10.16 26.45	0.77	0.20	0.24	81.81
	Helicopter (used for rigging and setting)  Tower (energy producing windmill type towers to include nacelle and blades)					
A1103	Fence/Barrier Installer	39.49 10.16 26.45	0.77	<b>L&amp;M</b> 0.20	IAF 0.24	77.31
A1104	Guard Rail Layout Man	40.23 10.16 26.45	0.77	L&M 0.20	IAF 0.24	78.05
	CWALL THE ZUJOW TIME	.0.20 10.10 20.10	0177			70.00
<u>A1105</u>	Guard Rail Installer	40.49 10.16 26.45	0.77	<b>L&amp;M</b> 0.20	1AF 0.24	78.31
	ers (The Alaska areas north of N63 latitude and east of W138 lo	ngitude)				
*	See per diem note on last page					
N1201	Group I, including:	38.25 9.95 21.51	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	71.86
	Asphalt Worker (shovelman, plant crew)					
	Brush Cutter					
	Camp Maintenance Laborer					
	Carpenter Tender or Helper					
	Choke Setter, Hook Tender, Rigger, Signalman					
	Concrete Labor (curb & gutter, chute handler, curing, grouting,					
	screeding)					
	Crusher Plant Laborer					
	Demolition Laborer					

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

N1201 Group I, including:

38.25 9.95 21.51 1.65 0.30 0.20 71.86

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Burning & Cutting Torch

Watchman (construction projects)

Window Cleaner

L&M LEG

39.25 9.95 21.51 1.65 0.30 0.20 72.86

### N1202 Group II, including:

Cement or Lime Dumper or Handler (sack or bulk)

Certified Erosion Sediment Control Lead (CESCL Laborer)

Choker Splicer

Chucktender (wagon, air-track & hydraulic drills)

Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman,

vibratorman)

Culvert Pipe Laborer

Cured Inplace Pipelayer

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

N1202 Group II, including:

39.25 9.95 21.51 1.65 0.30 0.20 72.86

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

0.20

73.76

0.30

40.15 9.95 21.51 1.65

44.28 9.95 21.51 1.65 0.30

N1203 Group III, including:

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

N1204 Group IIIA

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

0.20

77.89

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

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

Page 8

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

**N1204** Group IIIA 44.28 9.95 21.51 1.65 0.30 0.20 77.89

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

**Pipelayers** 

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

L&M LEG

**N1205** Group IV 27.82 9.95 21.51 1.65 0.30 0.20 61.43

Final Building Cleanup

Permanent Yard Worker

L&M LEG

**N1206** Group IIIB 50.11 5.90 21.51 1.65 0.30 0.20 79.67

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

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

\*See per diem note on last page

L&M LEG

0.20

71.86

0.30

38.25 9.95 21.51 1.65

Asphalt Worker (shovelman, plant crew)

**Brush Cutter** 

**S1201** Group I, including:

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

Concrete Labor (curb & gutter, chute handler, curing, grouting,

screeding)

Crusher Plant Laborer

**Demolition Laborer** 

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

**S1201** Group I, including:

38.25 9.95 21.51 1.65 0.30 0.20 71.86

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Watchman (construction projects)

Window Cleaner

S1202 Group II, including:

L&M LEG

0.20

72.86

0.30

39.25 9.95 21.51 1.65

Burning & Cutting Torch

Cement or Lime Dumper or Handler (sack or bulk)

Certified Erosion Sediment Control Lead (CESCL Laborer)

Choker Splicer

Chucktender (wagon, air-track & hydraulic drills)

Concrete Laborer (power buggy, concrete saws, pumperete nozzleman,

vibratorman)

Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

S1202 Group II, including:

39.25 9.95 21.51 1.65 0.30 0.20 72.86

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

#### S1203 Group III, including:

40.15 9.95 21.51 1.65 0.30 0.20 73.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

S1204 Group IIIA

44.28 9.95 21.51 1.65 0.30 0.20 77.89

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayers

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Class Code	Classification of Laborers & Mechanics	BHR H&W P	EN	TRN	Other I	Benefits	THR
Labor	ers (The area that is south of N63 latitude and west of W138 long	ritude)					
	*See per diem note on last page	,					
	see per usem neve en mus puge						
<u>S1204</u>	Group IIIA	44.28 9.95 2	1.51	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	77.89
	Traffic Control Supervisor, DOT Qualified						
	•				L&M	LEG	
S1205	Group IV	27.82 9.95 2	1.51	1.65	0.30	0.20	61.43
	Final Building Cleanup						
	Permanent Yard Worker						
	Termanent Taru Worker				L&M	LEG	
S1206	Group IIIB	50.11 5.90 2	1.51	1.65	0.30	0.20	79.67
21200	•	20011 200 2	1.01	1.00	0.00	0.20	77.07
	Driller (including, but not limited to wagon drills, air-track drills,						
	hydraulic drills)(over 5,000 hours)						
	Federal Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)						
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)						
	Stake Hopper						
	••						
Millw	rights						
,	*See per diem note on last page						
					L&M		
A1251	Millwright (journeyman)	53.56 10.35 10	0.69	1.10	0.20	0.25	76.15
A 1252	Millymiaht Waldan	54.56 10.25 10	0.60	1 10	L&M	0.25	77 15
A1252	Millwright Welder	54.56 10.35 10	0.69	1.10	0.20	0.25	77.15
Dainta	ers, Region I (North of N63 latitude)						
	· · · · · · · · · · · · · · · · · · ·						
	*See per diem note on last page						
					L&M		
N1301	Group I, including:	37.83 9.77 13	5.10	1.08	0.07		63.85
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Koli				L&M		
N1302	Group II, including:	38.35 9.77 13	5.10	1.08	0.07		64.37
			-		·		
	Bridge Painter						
	Epoxy Applicator						
	General Drywall Finisher						
	Hand/Spray Texturing						
	Industrial Coatings Specialist						

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
	rs, Region I (North of N63 latitude)	
*	See per diem note on last page	
N1302	Group II, including:	L&M 38.35 9.77 15.10 1.08 0.07 64.37
	Machine/Automatic Taping Pot Tender Sandblasting Specialty Painter Spray	
	Structural Steel Painter Wallpaper/Vinyl Hanger	
N1304	Group IV, including:	43.74 9.77 18.21 1.05 0.05 72.82
	Glazier Storefront/Automatic Door Mechanic	
N1305	Group V, including:	39.86 9.77 5.00 1.10 0.10 55.83
	Carpet Installer Floor Coverer Heat Weld/Cove Base Linoleum/Soft Tile Installer	
N1306	Group VI, including:	70.00 10.79 5.00 1.10 0.10 86.99
	Traffic Control Striper	
	rs, Region II (South of N63 latitude) See per diem note on last page	
S1301	Group I, including:	<b>L&amp;M</b> 34.47 9.77 16.45 1.08 0.07 61.84
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll Spray	
<u>S1302</u>	Group II, including:  General Drywall Finisher  Hand/Spray Texturing  Machine/Automatic Taping	L&M 35.72 9.77 16.45 1.08 0.07 63.09

Wallpaper/Vinyl Hanger

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits	THR
	ers, Region II (South of N63 latitude)		
	*See per diem note on last page		
<u>S1303</u>	Group III, including:	<b>L&amp;M</b> 35.82 9.77 16.45 1.08 0.07	63.19
	Bridge Painter		
	Epoxy Applicator		
	Industrial Coatings Specialist		
	Pot Tender		
	Sandblasting		
	Specialty Painter		
	Structural Steel Painter		
		L&M	
<u>S1304</u>	Group IV, including:	43.95 9.77 17.25 1.08 0.07	72.12
	Glazier		
	Storefront/Automatic Door Mechanic		
		L&M	
<u>S1305</u>	Group V, including:	39.86 9.77 5.00 1.10 0.10	55.83
	Carpet Installer		
	Floor Coverer		
	Heat Weld/Cove Base		
	Linoleum/Soft Tile Installer		
<u>S1306</u>	Group VI, including:	70.00 10.79 5.00 1.10 0.10	86.99
	Traffic Control Striper		
<mark>Piledr</mark>	ivers		
;	*See per diem note on last page		
		L&M IAF	
A1401	Piledriver		72.71
	Assistant Dive Tender		
	Carpenter/Piledriver		
	Rigger		
	Sheet Stabber		
	Skiff Operator		
	Skiii Operator	L&M IAF	
A1402	Piledriver-Welder/Toxic Worker		73.71
A1403	Remotely Operated Vehicle Pilot/Technician	<b>L&amp;M IAF</b> 48.70 10.35 15.82 1.75 0.20 0.20	77.02
111700	• •	10.70 10.55 15.02 1.75 0.20 0.20	77.02
	Single Atmosphere Suit, Bell or Submersible Pilot		
A 1 40 4	Divon (woulding) **Sog t 1t	L&M IAF	116.02
A1404	Diver (working) **See note on last page	88.50 10.35 15.82 1.75 0.20 0.20	116.82

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other E	Benefits	THR
<b>Piledr</b>						
	*See per diem note on last page					
<u>A1405</u>	Diver (standby) **See note on last page	48.70 10.35 15.82	1.75	L&M 0.20	IAF 0.20	77.02
A1406	Dive Tender **See note on last page	47.70 10.35 15.82	1.75	L&M 0.20	IAF 0.20	76.02
A1407	Welder (American Welding Society, Certified Welding Inspector)	49.95 10.35 15.82	1.75	L&M 0.20	IAF 0.20	78.27
<mark>Plumb</mark>	pers, Region I (North of N63 latitude)					
,	*See per diem note on last page					
N1501	Journeyman Pipefitter	47.16 12.20 18.45	1.75	<b>L&amp;M</b> 1.20	S&L	80.76
	Plumber Welder					
	bers, Region II (South of N63 latitude) *See per diem note on last page					
S1501	Journeyman Pipefitter	44.25 12.38 15.27	1.55	<b>L&amp;M</b> 0.20		73.65
	Plumber Welder					
Plumb	pers, Region IIA (1st Judicial District)					
	*See per diem note on last page					
X1501	Journeyman Pipefitter	43.50 14.17 11.75	2.95	L&M 0.24		72.61
	Plumber Welder					
D						
	Equipment Operators *See per diem note on last page					
<u>A1</u> 601	Group I, including:	50.39 11.75 15.50	1.05	<b>L&amp;M</b> 0.10		78.79
	Asphalt Roller: Breakdown, Intermediate, and Finish Back Filler					

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine Boat Coxswain

Bulldozer

Cableways, Highlines & Cablecars

#### Power Equipment Operators

\*See per diem note on last page

L&M

50.39 11.75 15.50 1.05 0.10

78.79

A1601 Group I, including:

Cleaning Machine

Coating Machine

Concrete Hydro Blaster

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

- (a) Hydralifts or Transporters, (all track or truck type)
- (b) Derricks
- (c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

Drag Scraper, Yarder, and similar types

Drilling Machines, Core, Cable, Rotary and Exploration

Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk,

Curb & Gutter Machine

Grade Checker and/or Line and Grade including Drone

Helicopters

Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle,

Rollagon, Bargecable, Nodwell, & Snow Cat

Hydro Ax, Feller Buncher & similar

Hydro Excavation (Vac-Truck and Similar)

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

- (a) Forklifts (with telescopic boom & swing attachment)
- (b) Front End & Overhead, (2-1/2 yards through 5 yards)
- (c) Loaders, (with forks or pipe clamp)
- (d) Loaders, (elevating belt type, Euclid & similar types)

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

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

Micro Tunneling Machine

Mixers: Mobile type with hoist combination

Motor Patrol Grader

Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill

Operator and/or Shield

Off-Road Hauler (including Articulating and Haul Trucks)

Operator on Dredges

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

Plant Operator (Asphalt & Concrete)

Power Plant, Turbine Operator 200 k.w & over (power plants or

combination of power units over 300 k.w.)

Remote Controlled Equipment

Scraper (through 40 yards)

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

\*See per diem note on last page

L&M

A1601 Group I, including:

50.39 11.75 15.50 1.05 0.10

78.79

Service Oiler/Service Engineer

Shot Blast Machine

Shovels, Backhoes, Excavators with all attachments, and Gradealls (3

yards & under)

Sideboom (under 45 tons)

Sub Grader (Gurries & similar types)

Tack Tractor

Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter

Wate Kote Machine

L&M

A1602 Group IA, including:

52.39 11.75 15.50 1.05 0.10 80.79

Camera/Tool/Video Operator (Slipline)

Certified Welder, Electrical Mechanic, Camp Maintenance Engineer,

Mechanic (over 10,000 hours)

Cranes (over 45 tons or 150 feet including jib & attachments)

- (a) Clamshells & Draglines (over 3 yards)
- (b) Tower Cranes

Licensed Water/Waste Water Treatment Operator

Loaders (over 5 yards)

Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to

final grade and/or to hubs, or for asphalt)

Power Plants (1000 k.w. & over)

Profiler, Reclaimer, and Roto-Mill

Quad

Scrapers (over 40 yards)

Screed

Shovels, Backhoes, Excavators with all attachments (over 3 yards)

Sidebooms (over 45 tons)

Slip Form Paver, C.M.I. & similar types

Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

L&M

A1603 Group II, including:

49.52 11.75 15.50 1.05 0.10

77.92

Boiler - Fireman

Cement Hogs & Concrete Pump Operator

Conveyors (except those listed in Group I)

Hoists on Steel Erection, Towermobiles & Air Tuggers

Horizontal/Directional Drill Locator

Locomotives, Rod & Geared Engines

Mixers

Screening, Washing Plant

Class
Code

#### Classification of Laborers & Mechanics

#### BHR H&W PEN TRN Other Benefits THR

**Power Equipment Operators** 

\*See per diem note on last page

L&M

**A1603** Group II, including: 49.52 11.75 15.50 1.05 0.10 77.92

Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

L&M

A1604 Group III, including:

48.70 11.75 15.50 1.05 0.10 77.10

"A" Frame Trucks, Deck Winches

Bombardier (tack or tow rig)

**Boring Machine** 

Brooms, Power (sweeper, elevator, vacuum, or similar)

**Bump Cutter** 

Compressor

Farm Tractor

Forklift, Industrial Type

Gin Truck or Winch Truck (with poles when used for hoisting)

Hoists, Air Tuggers, Elevators

Loaders:

- (a) Elevating-Athey, Barber Greene & similar types
- (b) Forklifts or Lumber Carrier (on construction job sites)
- (c) Forklifts, (with tower)
- (d) Overhead & Front End, (under 2-1/2 yards)

Locomotives: Dinkey (air, steam, gas & electric) Speeders

Mechanics, Light Duty

Oil, Blower Distribution

Posthole Digger, Mechanical

Pot Fireman (power agitated)

Power Plant, Turbine Operator, (under 200 k.w.)

Pumps, Water

Roller (other than Asphalt)

Saws, Concrete

Skid Hustler

Skid Steer (with all attachments)

Stake Hopper

Straightening Machine

Tow Tractor

L&M

**A1605** Group IV, including: 41.66 11.75 15.50 1.05 0.10 70.06

Crane Assistant Engineer/Rig Oiler

Drill Helper

Parts & Equipment Coordinator

Class Code Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other B	Benefits	THR
Power Equipment Operators					
*See per diem note on last page					
A1605 Group IV, including:	41.66 11.75 15.5	0 1.05	<b>L&amp;M</b> 0.10		70.06
Spotter					
Steam Cleaner					
Swamper (on trenching machines or shovel type equipment)					
Roofers					
*See per diem note on last page					
			L&M		•
A1701 Roofer & Waterproofer	49.62 13.75 3.91	0.81	0.10	0.06	68.25
			L&M		
A1702 Roofer Material Handler	36.23 13.75 3.91	0.81	0.10	0.06	54.86
Sheet Metal Workers, Region I (North of N63 latitude)  *See per diem note on last page					

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning

ducts and equipment

N1801 Sheet Metal Journeyman

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial

food service equipment

HVAC-R Service Mechanic, servicing and maintaining HVAC-R

Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

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

\*See per diem note on last page

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

L&M

0.12

82.26

51.93 12.55 15.86 1.80

Class
Code

#### **Classification of Laborers & Mechanics**

#### BHR H&W PEN TRN Other Benefits THR

Sheet Metal	Workers.	Region II	South a	of N63	latitude)
Sheet Mictai	WUINCIS,	IXCEIUII II (	South (		iauiuuc,

\*See per diem note on last page

L&M

L&M

S1801 Sheet Metal Journeyman

47.05 12.55 14.90 2.01 0.43

76.94

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial food service equipment

HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

#### Sprinkler Fitters

\*See per diem note on last page

A1901 Sprinkler Fitter	54.01 11.45 18.25 0.52 0.25 84.48
Surveyors	
*See per diem note on last page	
	L&M
A2001 Chief of Parties	57.54 12.98 14.14 1.25 0.10 86.01

	Delvi	
A2001 Chief of Parties	57.54 12.98 14.14 1.25 0.10	86.01
	L&M	
A2002 Party Chief	53.55 12.98 14.14 1.25 0.10	82.02
	L&M	
A2003 Line & Grade Technician/Office Technician/GPS, Drones	50.65 12.98 14.14 1.25 0.10	79.12
	L&M	
A2004 Associate Party Chief (including Instrument Person & Head Chain	48.29 12.98 14.14 1.25 0.10	76.76
D \/C, 1 II /C 1		

Person)/Stake Hop/Grademan

Class Code Classification of Laborers & Mechanics	BHR I	H&W PEN	TRN	Other Benefits	THR
Surveyors					
*See per diem note on last page					
A2006 Chain Person (for crews with more than 2 people)	43.46	12.98 14.14	1.25	<b>L&amp;M</b> 0.10	71.93
Fruck Drivers					
*See per diem note on last page					
A2101 Group I, including:	49.51	12.98 14.14	1.25	<b>L&amp;M</b> 0.10	77.98
Air/Sea Traffic Controllers					
Ambulance/Fire Truck Driver (EMT certified)					
Boat Coxswain					
Captains & Pilots (air & water)					
Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)					
Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards	S				
Fueler					
Helicopter Transporter					
Liquid Vac Truck/Super Vac Truck					
Material Coordinator or Purchasing Agent					
Oil Distributor Truck					
Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)					
Semi with Double Box Mixer					
Tireman, Medium Duty (Truck Tires up to 1200-24")					
Water Wagon (250 Bbls and above)					
				L&M	
A2102 Group 1A including:	50.92	12.98 14.14	1.25	0.10	79.39

Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)

Jeeps (driver under load)

Lowboys, including tractor attached trailers & jeeps, up to & including

12 axles (over 12 axles or 150 tons to be negotiated)

Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)

**L&M A2103** Group II, including: 48.10 12.98 14.14 1.25 0.10 76.57

All Deltas, Commanders, Rollagons, & similar equipment

Batch Trucks (8 yards & up)

Batch Trucks (up to & including 7 yards)

Boom Truck/Knuckle Truck (over 5 tons)

Cacasco Truck/Heat Stress Truck

Construction and Material Safety Technician

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

\*See per diem note on last page

L&M

A2103 Group II, including:

48.10 12.98 14.14 1.25 0.10

76.57

Dump Trucks (including articulating end dump, rockbuggy, side dump,

belly dump, & trucks with pups) over 20 yards up to & including 40 yards

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating over 5 tons)

Mechanics

Partsman

Ready-mix (up to & including 12 yards)

Stringing Truck

Turn-O-Wagon or DW-10 (not self loading)

L&M

A2104 Group III, including:

47.19 12.98 14.14 1.25 0.10

75.66

Boom Truck/Knuckle Truck (up to & including 5 tons)

Dump Trucks (including articulating end dump, rockbuggy, side dump,

belly dump, & trucks with pups) over 10 yards up to & including 20 yards

Expeditor (electrical & pipefitting materials)

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating 5 tons & under)

Greaser - Shop

Semi or Truck & Trailer

Thermal Plastic Layout Technician

Traffic Control Technician

Trucks/Jeeps (push or pull)

L&M

**A2105** Group IV, including:

46.55 12.98 14.14 1.25 0.10

75.02

Air Cushion or similar type vehicle

All Terrain Vehicle

Buggymobile

Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment

(over 5 tons)

Bus Operator (over 30 passengers)

Cement Spreader, Dry

Combination Truck-Fuel & Grease

Compactor (when pulled by rubber tired equipment)

Dump Trucks (including rockbuggy, side dump, belly dump, & trucks

with pups) up to & including 10 yards

Dumpster

Expeditor (general)

Fire Truck/Ambulance Driver

Flat Beds, Dual Rear Axle

Foam Distributor Truck Dual Axle

Front End Loader with Fork

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

\*See per diem note on last page

L&M

**A2105** Group IV, including: 46.55 12.98 14.14 1.25 0.10 75.02

Grease Truck

Hydro Seeder, Dual Axle

Hyster Operators (handling bulk aggregate)

Loadmaster (air & water operations)

Lumber Carrier

Ready-mix, (up to & including 7 yards)

Rigger (air/water/oilfield)

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

**A2106** Group V, including: 45.70 12.98 14.14 1.25 0.10 74.17

**Buffer Truck** 

Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing

Attachments (up to & including 5 tons)

Bus Operator (up to 30 passengers)

Farm Type Rubber Tired Tractor (when material handling or pulling

wagons on a construction project)

Flat Beds, Single Rear Axle

Foam Distributor Truck Single Axle

Fuel Handler (station/bulk attendant)

Gear/Supply Truck

Gravel Spreader Box Operator on Truck

Hydro Seeder, Single Axle

Pickups (pilot cars & all light-duty vehicles)

Rigger

Swamper

Tack Truck (welders/gear)

Team Drivers (horses, mules, & similar equipment)

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

\*See per diem note on last page

L&M LEG

**N2201** Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

Brakeman

Mucker

Class	
Code	

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

**N2201** Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

L&M

LEG

**N2202** Group II, including: 43.18 9.95 21.51 1.65 0.30 0.20 76.79

Burning & Cutting Torch

Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Floor Preparation, Core Drilling

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

**L&M LEG N2203** Group III, including:

44.17 9.95 21.51 1.65 0.30 0.20 77.78

Miner

Retimberman

**L&M LEG N2204** Group IIIA, including: 48.71 9.95 21.51 1.65 0.30 0.20 82.32

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

**N2206** Group IIIB, including: 55.12 5.90 21.51 1.65 0.30 0.20 84.68

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

Class
Code

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

43.18 9.95 21.51 1.65

55.12 5.90 21.51 1.65

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

\*See per diem note on last page

L&M LEG

**S2201** Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG 0.30 0.20

76.79

S2202 Group II, including:

Burning & Cutting Torch Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Floor Preparation, Core Drilling

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

L&M LEG

**LEG** 

**LEG** 

0.20

L&M

L&M

0.30

**S2203** Group III, including: 44.17 9.95 21.51 1.65 0.30 0.20 77.78

Miner

Retimberman

**S2204** Group IIIA, including: 48.71 9.95 21.51 1.65 0.30 0.20 82.32

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

**S2206** Group IIIB, including:

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

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

84.68

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

\*See per diem note on last page

			L&M	LEG	
S2206	Group IIIB, including:	55.12 5.90 21.51 1.65	0.30	0.20	84.68

Stake Hopper	
Tunnel Workers, Power Equipment Operators  *See per diem note on last page	
<b>A2207</b> Group I	<b>L&amp;M</b> 55.43 11.75 15.50 1.05 0.10 83.83
A2208 Group IA	<b>L&amp;M</b> 57.63 11.75 15.50 1.05 0.10 86.03
A2209 Group II	<b>L&amp;M</b> 54.47 11.75 15.50 1.05 0.10 82.87
A2210 Group III	<b>L&amp;M</b> 53.57 11.75 15.50 1.05 0.10 81.97
A2211 Group IV	<b>L&amp;M</b> 45.83 11.75 15.50 1.05 0.10 74.23

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

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

# **Shipyard Rates Addendum**

This Addendum was developed to address the specialized industry of shipbuilding/repair in Alaska, as it relates to public works. For the purposes of providing rates for shipyard work the Department is adopting Shipyard rates from the state of Washington (King County). These rates only apply to work done in shipbuilding/repair in Alaska, under a public contract. This addendum will be updated two times a year to coincide with the corresponding Issue of *Laborers and Mechanics MINIMUM RATES OF PAY*.

Class Code		BHR H&W PEN TRN Other Benefits THR		
Shipyard Workers *See total hourly(THR) note below				
A2300	Ship Boilermaker	51.85		
A2305	Ship Carpenter	51.85		
A2310	Ship Crane Operator	45.06		
A2315	Ship Electrician	51.85		
A2320	Ship Heat & Frost Insulator	87.15		
A2325	Ship Laborer	51.85		
A2330	Ship Mechanist	51.85		
A2335	Ship Operating Engineer	45.06		
A2340	Ship Painter	51.95		
A2345	Ship Pipefitter	51.85		
A2350	Ship Rigger	51.85		
A2355	Ship Sheet Metal	51.85		
A2360	Ship Shipwright	51.85		
A2365	Ship Warehouse	45.06		

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

<sup>\*</sup>The THR includes the base hourly rate (BHR) and fringe benefits. Employers must pay a BHR and fringe benefit package that adds up to the THR. Fringe benefits included in the THR can be paid to employees in three ways; paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

#### **SECTION 01010 - SUMMARY OF WORK**

# **PART 1 - GENERAL**

#### 1.01 GENERAL

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

#### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK covered in the Contract Documents includes but is not limited to the improvements for the City of Hoonah Gym Floor. WORK includes mobilization, demobilization, excavation, structural fill placement, base course grading D-1, construction surveying, filter cloth, geogrid, remove and reset existing wooden bleachers, gym wall removal and replacement, wooden gym floor removal and replacement, concrete gym floor slab removal and replacement, concrete door slab, concrete removal and disposal and other miscellaneous related WORK.
- B. SITE OF WORK. The site of the WORK is located at 366 Garteeni Hwy, Hoonah, AK 99829.

# 1.03 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference with Work On Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

# 1.04 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the Project site shall include construction operations and storage of materials, fabrication facilities, and field offices only in those areas identified on the Drawings.

#### 1.05 OWNER USE OF THE PROJECT SITE

A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the OWNER'S REPRESENTATIVE to facilitate the OWNER's operations and to minimize

#### **SECTION 01010 - SUMMARY OF WORK**

interference with the CONTRACTOR's operation at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

# 1.06 PROJECT MEETINGS

- A. Pre-Construction Conference
  - 1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
    - a. OWNER'S REPRESENTATIVE and Inspector.
    - b. Representatives of OWNER.
    - c. Governmental representatives as appropriate.
    - d. Others as requested by CONTRACTOR, OWNER, or OWNER'S REPRESENTATIVE.
  - 2. Unless previously submitted to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
    - a. Plan of Operation.
    - b. Project Overview Bar Chart Schedule.
    - c. Procurement schedule of major equipment and materials and items requiring long lead time.
    - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
    - e. Name and telephone number of CONTRACTOR's Project Supervisor.
  - 3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:
    - a. Status of CONTRACTOR's insurance and bonds.
    - b. CONTRACTOR's tentative schedules.
    - Transmittal, review, and distribution of CONTRACTOR's submittals.
    - d. Processing applications for payment.
    - e. Maintaining record documents.
    - f. Critical WORK sequencing.
    - g. Field decisions and Change Orders.
    - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
    - i. Major equipment deliveries and priorities.
    - j. CONTRACTOR's assignments for safety and first aid.
  - 4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.

# **SECTION 01010 - SUMMARY OF WORK**

5. The CONTRACTOR and its Subcontractors should plan on the conference taking no longer than three hours. Items listed in paragraph 3 will be covered as well as a review of the Drawings and Specifications with the OWNER'S REPRESENTATIVE and OWNER.

# B. Progress Meetings

- The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the OWNER'S REPRESENTATIVE, or as required by the progress of the WORK. The CONTRACTOR, OWNER'S REPRESENTATIVE, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
- The OWNER'S REPRESENTATIVE shall conduct the meeting and will arrange for recording and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

# 1.07 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

- A. The following words have the meaning defined in the Technical Portions of the WORK:
  - 1. Furnish means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.
  - Indicated is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown", "noted"," "scheduled", and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.
  - 3. Install defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.
  - 4. Installer a person or firm engaged by the CONTRACTOR or its subcontract, or any Subcontractor, for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
  - 5. Provide is defined as furnish and install, ready for the intended use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# **PART 1 - GENERAL**

#### 1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.
- B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:
  - 1. Maintenance of access roadways leading to the Hoonah Gym and Pool and allowing COH unrestricted access to the rest of the facility site.
  - 2. Repair or replacement of existing adjacent facilities which are damaged during the course of construction activities.
  - 3. Final clean-up and site restoration.
  - 4. All WORK including labor, materials and equipment for Temporary Environmental Controls.
  - 5. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
  - 6. Watering of roadways within the project limits including the gym parking lot and Raven Drive as necessary for dust control during construction.
  - 7. Restoration and grading of all disturbed surfaces as necessary to provide a smooth transition to existing surfaces.
  - 8. Temporary D-1 ramps to access the temporary gym wall opening from gravel parking area.

# 1.2 MOBILIZATION (Pay Item No. 1505.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Mobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization will be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1, which payment will constitute full compensation for all WORK described in Section 01505 Mobilization, as shown on the Drawings and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:

- 1. When 5% of the total original contract amount is earned from other Pay Items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
- 2. When 10% of the total original contract amount is earned from other Pay Items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
- 3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total contract amount will be paid.

# 2.1 EXCAVATION (Pay Item No. 2202.1) PRICE BASED ON QUANTITY, CUBIC YARD

- A. Measurement for payment for Excavation will be based on the number of cubic yards of unclassified material actually excavated, as determined by the average end area method. Where impractical to measure by the average end area method, the ENGINEER may approve other acceptable methods involving three-dimensional measurements. Excavation outside of the gym subcut limits indicated in the Drawings, or directed by the ENGINEER will not be measured for payment.
- B. Measurement for payment may be selected by the CONTRACTOR from one of the following methods:
  - 1. From actual cross sections taken by the CONTRACTOR's surveyor, with the lower limits determined by the neat line subcut limits as indicated on the Typical Sections, or as directed by the ENGINEER.
  - 2. The CONTRACTOR may review and utilize the ENGINEER's design earthwork quantity computations in lieu of providing its own quantity determinations.
- C. The following will not be measured for direct payment; the cost of such WORK will be considered incidental to other WORK under the contract:
  - 1. Overburden and other spoil material from borrow sources.
  - Removal of water by aeration of material to obtain required moisture content.
  - 3. Any volumes of water or other liquid material.
  - 4. Material used for the purpose other than directed.
  - 5. Material excavated when benching.
  - 6. Slide or slipout material attributable to the carelessness of the CONTRACTOR.
  - 7. The volume of conserved materials stockpiled at the option of the CONTRACTOR.
- D. Payment for Excavation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2202.1, which payment will constitute full compensation for all WORK described in Section 02202 Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.

# 2.2 STRUCTURAL FILL (Pay Item No. 2202.2) PRICE BASED ON QUANTITY, CUBIC YARD

A. Measurement for payment for Structural Fill will be based on the number of cubic yards of material in place as determined by the average end area method. Where impractical to measure by the average end area method, the ENGINEER

may approve other acceptable methods involving three-dimensional measurements. Structural Fill placed outside of the lines, grades and cross sections indicated in the Drawings, or directed by the ENGINEER, will be deducted from Structural Fill quantities for pay purposes.

B. Payment for Structural Fill will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2202.2, which payment will constitute full compensation for all WORK described in Section 02202 - Excavation and Embankment, as shown on the Drawings as and as directed by the ENGINEER.

# 2.3 BASE COURSE, GRADING D-1 (Pay Item No. 2204.1) PRICE BASED ON QUANTITY, CUBIC YARD

- A. Measurement for payment for Base Course, Grading, D-1 will be based on the number of cubic yards of base course material actually placed and compacted as determined by the average end area method. Where impractical to measure by the average end area method, the ENGINEER may approve other acceptable methods involving three-dimensional measurements.
- B. Water needed for compaction and added to the base material on the grade will be considered incidental.
- C. This WORK will also include the bedding of the existing 4" PVC sanitary sewer service with base course grading D-1 where exposed during gym floor excavation operations.
- D. Payment for Base Course, Grading D-1, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2204.1, which payment will constitute full compensation for all WORK described in Section 02204 Base Course, as shown on the Drawings and as directed by the ENGINEER.

# 2.4 RIGID BOARD INSULATION (Pay Item No. 2607.1) PRICE BASED ON QUANTITY, BOARD

- A. Measurement for payment of Rigid Board Insulation will be the actual number of 2" x 2' x 8' boards installed.
- B. This item is a contingency item.
- C. Payment for Rigid Board Insulation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2607.1, which payment will constitute full compensation for all WORK described in Section 02607 – Rigid Board Insulation, as shown on the Drawings and as directed by the ENGINEER.

# 2.5 CONSTRUCTION SURVEYING (Pay Item No. 2702.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment of Construction Surveying will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Construction Surveying will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2702.1, which payment will constitute full compensation for all WORK described in Section 02702 Construction Surveying, as shown on the Drawings and as directed by the ENGINEER.

# 2.6 FILTER CLOTH (Pay Item No. 2714.1) PRICE BASED ON QUANTITY, SQUARE YARD

- A. Measurement for payment of Filter Cloth will be by the square yard, measured complete in place, all in accordance with the requirements of the Contract Documents.
- B. Seams, when required, will be constructed in accordance with requirements of Section 02714 - Filter Cloth, and will be considered incidental to other items of WORK under this Section.
- C. Torn fabric will be repaired or replaced as directed by the ENGINEER, and will be considered incidental to other items of WORK under this Section.
- D. Payment for Filter Cloth will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2714.1, which payment will constitute full compensation for all WORK described in Section 02714 –Filter Cloth, as shown on the Drawings and as directed by the ENGINEER.

# 2.7 GEOGRID (Pay Item No. 2715.1) PRICE BASED ON QUANTITY, SQUARE YARD

- A. Measurement for payment of Geogrid will be by the square yard, measured complete in place, all in accordance with the requirements of the Contract Documents.
- B. Seams, when required, will be constructed in accordance with requirements of Section 02715 – Geogrid, and will be considered incidental to other items of WORK under this Section.
- C. Torn geogrid will be repaired or replaced as directed by the ENGINEER and will be considered incidental to other items of WORK under this Section.
- D. Payment for Geogrid will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2715.1, which payment will constitute full compensation for all WORK described in Section 02715 –Geogrid, as shown on the Drawings and as directed by the ENGINEER.

# 2.8 REMOVE AND RESET WOODEN BLEACHERS (Pay Item No. 2716.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Remove and Reset Wooden Bleachers will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. The WORK includes the careful removal of the existing telescoping wooden bleacher system from the wall and floor, storing and protecting the wooden bleachers and reinstalling the wooden bleachers after the gym floor is reconstructed in accordance with the Drawings and industry standards.
- C. Payment for Remove and Reset Wooden Bleachers will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2716.1, which payment will constitute full compensation for all WORK described in Section 02716 – Remove and Reset Wooden Bleachers, as shown on the Drawings and as directed by the ENGINEER.

# 2.9 GYM WALL REMOVAL AND REPLACEMENT (Pay Item No. 02717.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Gym Wall Removal and Replacement will be based upon the completion of the entire WORK as a Lump Sum unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Gym Wall Removal and Replacement shall include, but is not limited to: careful removal and salvage of existing exterior horizontal and vertical siding, reinstalling salvaged exterior horizontal and vertical siding, removal and disposal of existing plywood sheathing on interior and exterior, replacement of interior and exterior plywood sheathing, removal and replacement of building vapor barrier, removal and replacement of bat insulation in wall section, temporary shoring and bracing of existing framed wall per the structural design drawings, removal and replacement of gypsum wall board, removal and replacement of interior painted wall trim board, removal and replacement of wall base cove, all rough and finish carpentry; all painting, miscellaneous metal work, and any other material and WORK necessary for a complete working and acceptable installation in accordance with the Drawings and industry standards.
- C. Payment for Gym Wall Removal and Replacement will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2717.1, which payment will constitute full compensation for all WORK described in Section 02717 – Gym Wall Removal and Replacement, as shown on the Drawings and as directed by the ENGINEER.

# 2.10 GYM FLOOR REMOVAL AND REPLACEMENT (Pay Item No. 02718.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Gym Floor Removal and Replacement will be based upon the completion of the entire WORK as a Lump Sum unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Gym Floor Removal and Replacement shall include, but is not limited to: careful removal, salvage and storage of existing maple wood gym floor material, reinstalling salvaged maple flooring, removal and replacement of plywood subfloor, removal and replacement of resilient pad, removal and replacement of moisture barrier, all floor carpentry; removing and replacement of gym floor inserts, removing and reinstalling door threshold assemblies, all painting, miscellaneous metal work, and any other material and WORK necessary for a complete working and acceptable installation in accordance with the Drawings and industry standards.
- C. The WORK also includes the painting the striping of the wood gym floor where damaged during floor removal operations including all floor sanding and refinishing of the gym floor after painting.
- D. Payment for Gym Floor Removal and Replacement will be made at the Unit Price named in the Bid Schedule under Pay Item No. 02718.1, which payment will constitute full compensation for all WORK described in Section 02718 – Gym Floor Removal and Replacement, as shown on the Drawings and as directed by the ENGINEER.

# 3.1 CONCRETE GYM FLOOR SLAB (Pay Item No. 3303.1) PRICE BASED ON QUANTITY. SQUARE YARD

- A. Measurement for Concrete Gym Floor Slab will be based on the actual square yards complete in place and accepted. This includes all forming, reinforcing steel, concrete placement and finishing as shown on the Drawings and as directed by the ENGINEER.
- B. The WORK also includes all materials, labor and equipment for the epoxy dowel installation from the new concrete gym floor slab connecting to the existing gym floor slab and existing gym concrete foundation wall. This WORK shall be considered incidental to Pay Item No 3303.1.
- C. Payment for Concrete Gym Floor Slab shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 3303.1, which payment will constitute full compensation for all WORK described in Section 03303 – Concrete Slab, as shown in the Drawings and as directed by the ENGINEER.

# 3.2 CONCRETE DOOR SLAB (Pay Item No. 3303.2) PRICE BASED ON QUANTITY, SQUARE YARD

- A. Measurement for Concrete Door Slab will be based on the actual square yards complete in place and accepted. This includes all forming, reinforcing steel, concrete placement and finishing as shown on the Drawings and as directed by the ENGINEER.
- B. Payment for Concrete Door Slab shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 3303.2, which payment will constitute full compensation for all WORK described in Section 03303 Concrete Slab, as shown in the Drawings and as directed by the ENGINEER.

# 3.3 REMOVE AND DISPOSE OF CONCRETE SLAB (Pay Item No. 3304.1) PRICE BASED ON QUANTITY LUMP SUM PAY UNIT

- A. Measurement for payment of Remove and Dispose of Concrete Slab will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents. This WORK includes all concrete floor slab saw cutting, breaking up of concrete, and disposing of concrete gym floor slab and exterior doorway slab including in floor inserts at an approved waste disposal site.
- B. Payment for Remove and Dispose of Concrete Slab shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 3304.1, which payment shall constitute full compensation for all WORK described in Section 03304 Removal of Concrete Slab, as shown on the Drawings and as directed by the ENGINEER.

#### **SECTION 01090 - REFERENCE STANDARDS**

# **PART1-GENERAL**

#### 1.01 GENERAL

- A. Titles of Sections and Paragraphs. Captions accompanying Specification sections and paragraphs are for convenience of reference only and do not form a part of the Specifications.
- B. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments. In certain instances, Specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged for the performance of that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

# 1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all WORK specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents:
  - 1. References herein to "Building Code" or "Uniform Building Code" shall mean Uniform Building Code of the International Conference of Building Officials (ICBO).
  - Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all Addenda, modifications, amendments, or other lawful changes thereto.

#### **SECTION 01090 - REFERENCE STANDARDS**

- 3. In case of conflict between codes, reference standards, Drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the OWNER'S REPRESENTATIVE for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- B. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.
- C. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- D. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# **SECTION 01300 - CONTRACTOR SUBMITTALS**

# PART 1 - GENERAL

#### 1.01 GENERAL

- A. Wherever submittals are required hereunder, all such submittals shall be submitted to the ENGINEER by the CONTRACTOR.
- B. Within 7 days after the date of commencement as stated in the Notice To Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  - A preliminary schedule of Shop Drawings, sample, and proposed substitutes or "orequal" submittals.
  - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
  - 3. A complete progress schedule for all phases of the Project.
  - 4. Material Safety Data Sheets on products used on the Project.
  - 5. A traffic maintenance plan, as required.
  - 6. A plan for temporary erosion control and pollution control, as required.
  - 7. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority.
  - 8. A letter designating the CONTRACTOR's safety representative and that person's responsibility and authority.
- C. No payments shall be made to the CONTRACTOR until all of these items are submitted in their entirety, as determined by the ENGINEER.

# 1.02 SHOP DRAWING SUBMITTAL

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER, for review, one (1) electronic PDF copy via email of each Shop Drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, Shop Drawings, fabrication drawings, installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.
- B. All Shop Drawing submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.
- D. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 10 calendar days following receipt of them by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold

#### **SECTION 01300 – CONTRACTOR SUBMITTALS**

monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submittal. The ENGINEER's maximum review period for each submittal including all re-submittals will be 5 days per submission. In other works, for a submittal that requires two re-submittals before it is complete, the maximum review period for that submittal could be 90 days.

- E. If submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- F. If submittal is returned to the CONTRACTOR marked "EXCEPTIONS AS NOTED," formal revision and resubmission of said submittal is not required.
- G. If submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- H. If submittal is returned to the CONTRACTOR marked "REJECTED," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- I. Fabrication of an item may be commenced only after the ENGINEER has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "EXCEPTIONS AS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements only a Change Order can alter the Contract Price, Contract Time, or Specifications.
- J. All CONTRACTOR Shop Drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused by thereby shall be the total responsibility of the CONTRACTOR.
- K. The ENGINEER's review of CONTRACTOR Shop Drawing submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

#### 1.03 RECORD DRAWINGS SUBMITTALS

A. The CONTRACTOR shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction in red ink. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or

#### **SECTION 01300 – CONTRACTOR SUBMITTALS**

which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record Drawings, of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like shall be maintained up-to-date during the progress of the WORK.

- B. In the case of those Drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by Change Order Drawings or final Shop Drawings, and by including appropriate reference information describing the Change Orders by number and the Shop Drawings by manufacturer, Drawing, and revision numbers.
- C. Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER on the 20<sup>th</sup> working day of every third month after the month in which the Notice to Proceed is given as well as upon completion of the WORK.
- D. Final payment will not be acted upon until the CONTRACTOR-prepared Record Drawings have been delivered to the ENGINEER.

#### 1.04 PROGRESS SCHEDULES

- A. The progress schedule shall be in Bar Chart or Critical Path Method (CPM) form as required by the ENGINEER.
- B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the work and the contemplated date on which the CONTRACTOR and their subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift WORK.
- C. Upon substantial changes to the CONTRACTOR's progress schedule of work or upon request of the ENGINEER, the CONTRACT shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the contract time and take into account delays which may have been encountered in the performance of the WORK. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in his schedule or methods of operation to ensure the completion of all the WORK within the contract time.

# 1.05 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

A. 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 equality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

#### **SECTION 01300 – CONTRACTOR SUBMITTALS**

- 1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
- 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
- 3. The ENGINEER may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
- The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
- 5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
- 6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER. This shall include the cost for redesign and claims of other Contractor affected by the resulting change.
- B. The procedure for review by the ENGINEER will include the following:
  - If the CONTRACTOR proposes to furnish or use a substitute an item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
  - 2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 21-day period after Notice To Proceed.
  - Wherever a proposed substitute material or equipment has not been submitted within said 21-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
  - 4. The CONTRACTOR shall certify 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.
  - The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 30 days.
  - 6. As applicable, no Shop Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.
  - 7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitute.
- C. The CONTRACTOR's application using the "Substitution Request Forms" shall contain the following statements and/or information which shall be considered by the ENGINEER in

#### **SECTION 01300 - CONTRACTOR SUBMITTALS**

evaluating the proposed substitution:

- 1. The evaluation and acceptance of the proposed substitute will not prejudice 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 to adopt the design to the proposed substitute.
- 3. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
- 4. All variations of the proposed substitute for that specified will be identified.
- 5. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
- 6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

# 1.06 MATERIAL CERTIFICATION SUBMITTAL

- A. The ENGINEER may permit the use, prior to sampling, inspection and testing, of certain materials or assemblies when accompanied by manufacturer's material certifications stating that such materials or assemblies fully comply with the requirements of the Contract. The certification shall be signed by the manufacturer, and will specifically reference the material's compliance with the AASHTO, ASTM and/or City of Hoonah Standards specified in the applicable Contract Documents.
- B. Material certifications shall be submitted to the ENGINEER prior to incorporating the item into the WORK.
- C. Materials or assemblies used on the basis of material certifications may be sampled, inspected and/or tested at any time, and if found not in conformity with these specifications, will be subject to rejection whether in place or not.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(SUBSTITUTION REQUEST FORM - next page)

# **SECTION 01300 - CONTRACTOR SUBMITTALS**

# City of Hoonah SUBSTITUTION REQUEST FORM

TO: Pro	oject: ct No.:		OWNER:	
SPECI	FIED ITEM:			
Section	n Pa	age	Paragraph	Description
The und	dersigned requests consi	deration of the following	:	
Attache		luct description, spec	cifications, drawings, pl oplicable portions of the da	hotographs, performance ta are clearly identified.
The und	dersigned states that the	following paragraphs, u	nless modified on attachme	ents are correct:
Substit	require a change in a The undersigned will and Construction costs caus The proposed substite schedule (specifically th Maintenance and service The incorporation or use any license fee or roy dersigned further state ution are equivalent or	ny of the Contract Do pay for changes to the sed by the requested substitution will have no advedate of substantial core parts will be locally ave of the substitute in corralty.  The sthat the function, a resuperior to the Spec	e design, including enginated enters affect on other completion), or specified warroallable for the proposed submection with the WORK is appearance, and quality of ified item.	neering design, detailing, d to be \$ stractors, the construction ranty requirements. substitution. s not subject to payment of of the Proposed
		Accepted Not Accepted	Accepted as Noted	
Sigr	Firm:			
Attachr	ments:			

**END OF SECTION** 

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

#### **SECTION 01400 - QUALITY CONTROL**

#### **PART 1 - GENERAL**

# 1.01 DEFINITION

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

# 1.02 INSPECTION AT PLACE OF MANUFACTURE

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

# 1.03 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, ATM, and AASHTO as applicable to the class and nature of the article or material considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the WORK is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

# 1.04 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
  - 1. OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.
  - 2. The ENGINEER will perform inspections as specified in individual Specification sections.
  - Reports will be submitted by the independent firm to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.
  - 4. The CONTRACTOR shall cooperate with the ENGINEER or independent firm and

#### **SECTION 01400 - QUALITY CONTROL**

- furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
- 5. The CONTRACTOR shall notify ENGINEER 24 hours prior to the expected time for operations requiring inspection and laboratory testing services.
- Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
- 7. For samples and tests required for CONTRACTOR's use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR's use shall be included in the Contract Price.

PART 2 - PRODUCTS (Not Used)

# **PART 3 - EXECUTION**

# 3.01 INSTALLATION

- A. Inspection. The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements. The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions. Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

#### **SECTION 01505 - MOBILIZATION**

# **PART 1 – GENERAL**

#### 1.01 GENERAL

- A. Mobilization and demobilization shall include obtaining all permits; moving all materials and equipment onto the site; temporary buildings, and other construction facilities; implementing security requirements, all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
  - 1. Moving all the CONTRACTOR's materials and equipment required for operations onto the site. Demobilizing materials and equipment at closeout of the project.
  - 2. Providing all on-site communication facilities, including radios and cellular phones.
  - 3. Providing on-site sanitary facilities.
  - 4. Obtaining all required permits.
  - 5. Having all OSHA-required notices and establishment of safety programs.
  - 6. Having the CONTRACTOR's superintendent at the jobsite full time.
  - 7. Submitting initial submittals.

#### 1.02 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved for payment under the Contract Documents until all Mobilization items listed above have been completed as specified.
- B. As soon as practicable, after receipt of Notice to Proceed, the CONTRACTOR shall submit a breakdown showing the estimated value of each major component of Mobilization to the OWNER'S REPRESENTATIVE for approval. When approved by the OWNER'S REPRESENTATIVE, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

#### **PART 1 - GENERAL**

# 1.01 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with the requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's WORK. Any utility or service in conflict with the WORK will be reburied by the CONTRACTOR prior beginning the WORK to avoid damage.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.
- D. The ENGINEER shall be notified of the CONTRACTOR's field-locate schedule.

# 1.02 RIGHTS-OF-WAY

- The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or A. water pipeline; any telephone, cable television, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-ofway involved until notified by the ENGINEER that the OWNER has secured authority therefor from the proper party. After authority has been obtained, the CONTRACTOR, shall give said party due notice of its intention to begin WORK, if required by said party, and shall remove, shore, support to otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two (2) or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted.
- B. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in Article 15 of the General Conditions of the Contract Documents.

# 1.03 PROTECTION OF SURVEY MONUMENTS, STREET AND/OR ROADWAY MARKERS

A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey monuments or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey monuments, markers or points disturbed by the CONTRACTOR shall be accurately re-established, at the CONTRACTOR's expense unless provided for

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

# **SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES**

elsewhere in the Contract Documents, after all street or roadway resurfacing has been completed. Re-establishment of all survey monuments shall be by a Registered Alaskan Land Surveyor.

# 1.04 RESTORATION OF PAVEMENT

- A. General. All paved areas, including asphalt concrete berms, cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing. Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways. Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

# 1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. The CONTRACTOR shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for interrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

#### SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. OWNER's Right of Access. The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this contract.
- E. Underground Utilities Indicated. Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.
- F. Underground Utilities Not Indicated. In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made know to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra WORK contained in Articles 10, 11, and 12 of the General Conditions.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the Project which was actually working on the portion of the WORK which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such WORK will be paid for as extra WORK in accordance with the provisions of Articles 10, 11, and 12 of the General Conditions.
- H. Approval of Repairs. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other WORK.
- I. Maintaining in Service. All oil and gasoline pipelines, power, and telephone, cable television or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the contract, unless other arrangement satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to it operations, and the provisions of this section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS PROTECTION AND RESTORATION OF EXISTING FACILITIES PAGE 01530-3

#### SECTION 01550 - SITE ACCESS AND STORAGE

#### PART 1 - GENERAL

# 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section

# 1.02 HIGHWAY LIMITATIONS

A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to maintain any haul routes required for its construction operations.

# 1.03 TEMPORARY CROSSINGS

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

# 1.04 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
- B. Should the CONTRACTOR find it necessary to use any additional land for its camp or for other purposes during the construction of the WORK, it shall provide for the use of such lands at its own expense.
- C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
  - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, **Caution**, **Poisonous**, **Toxic**, **Flammable**, **Corrosive**, **Reactive**, **or Explosive**. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints, and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
  - 2. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
  - 3. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
  - 4. The separate storage area shall be inspected by the ENGINEER prior to construction of the area, upon completion of construction of the area, and upon

# **SECTION 01550 - SITE ACCESS AND STORAGE**

clean-up and removal of the area.

5. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

#### 1.05 PARKING

- A. The CONTRACTOR shall direct its employees to park in areas as directed by the ENGINEER so as to not interfere with City of Hoonah School or Swimming pool operations.
- B. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### **SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS**

# **PART 1 - GENERAL**

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.02 DUST ABATEMENT

A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until dust is no longer produced and the CONTRACTOR is relieved of further responsibility by the OWNER's Representative.

#### 1.03 RUBBISH CONTROL

A. During the progress of the WORK, the CONTRACTOR shall keep the site of the WORK and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site, and shall establish regular intervals of collection and disposal of such materials and waste. No burning is permitted on site. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

# 1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the OWNER and in accordance with all laws and regulations pertaining thereto.

# 1.05 CHEMICALS

A. All chemicals used during Project construction or furnished for Project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer. In addition, see the requirements set forth in paragraph 6.11 of the General Conditions.

#### **SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS**

# 1.06 EAGLE NESTING TREES

- A. Eagle nesting trees are known to exist in the Hoonah area, although none are known to exist in the immediate vicinity of the Project site. The CONTRACTOR has the responsibility for adherence to the Bald Eagle Protection Act (16 U.S.C. 668-668d) which prohibits molesting or disturbing bald eagles, their nests, eggs, or young.
- B. Guidelines for compliance to the Bald Eagle Protection Act are supervised by the U.S. Department of the Interior, Fish and Wildlife Service, 4700 BLM Road, Anchorage, Alaska, 99507. Phone (907) 271-2888. The CONTRACTOR shall contact the Eagle Management Specialist for guidelines of the Bald Eagle Protection Act if there are concerns.

PART 2 - PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

#### **SECTION 01700 - PROJECT CLOSE-OUT**

#### **PART 1 - GENERAL**

# 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section

#### 1.02 FINAL CLEAN UP

A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily compiled with the foregoing requirements for final clean up of the Project site.

# 1.03 CLOSEOUT TIMETABLE

A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods as required under the contract. Such dates shall be established not less than one (1) week prior to beginning any of the foregoing items, to allow the OWNER, the OWNER'S REPRESENTATIVE, and their authorized representatives sufficient time to schedule attendance at such activities.

#### 1.04 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
  - 1. Written guarantees, where required
  - 2. Maintenance stock items; spare parts; special tools, where required
  - 3. Completed record Drawings
  - 4. Certificates of inspection and acceptance by local governing agencies having jurisdiction
  - 5. Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law
  - 6. Compliance Certificate and Release, signed by the CONTRACTOR, shall be submitted to the Engineering Contract Administrator.
- B. Before final payment can be made, the CONTRACTOR shall supply a copy of the "Notice of Completion of Public Works" form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.
- C. Before final payment, the CONTRACTOR shall provide the Engineering Contract Administrator with clearance from the Alaska Department of Labor and Workforce Development for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of Section 00800 Supplementary General Conditions.

# 1.05 WARRANTY AND GUARANTEE

#### **SECTION 01700 - PROJECT CLOSE-OUT**

- A. The CONTRACTOR shall comply with the warranty and guarantee requirements contained in Article 13 of the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as part of such required repair WORK, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as part of such required repair WORK unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and the CONTRACTOR's surety shall be liable to the OWNER for the cost thereof.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

COMPLIANCE CERTIFICATE AND RELEASE FORM NEXT PAGE

#### **SECTION 01700 - PROJECT CLOSE-OUT**

# **COMPLIANCE CERTIFICATE AND RELEASE FORM**

# PROJECT: CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

The **CONTRACTOR** must complete and submit this to the Contract Administrator with respect to the entire contract.

Completed forms may be submitted upon completion of the Project. All requirements and submittals must be met before final payment will be made to the CONTRACTOR.

I certify that the following and any referenced attachments are true:

- All WORK has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.
- All Suppliers and Subcontractors have been paid in full with no claims for labor, materials or other services outstanding. If all Subcontractors and suppliers are not paid in full, please explain on a separate sheet.
- All employees have been paid not less that the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).
- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.
- The attached list of Subcontractors is complete (required from CONTRACTOR). The City Engineer was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.
- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the WORK to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.
- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.
- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the City Engineer for underutilization.

I understand it is unlawful to misrepresent information in order to receive a payment which would otherwise be withheld if these conditions were not met. I am an authorized agent of this firm and sign this freely and voluntarily. The foregoing statements are true and apply to the following project contractor.

Firm Name	Capacity: CON	NTRACTOR	
Signed	Printed Name and Title	 	_
Signed	Printed Name and Title		)ate

Return completed form to: Mark Pusich, P.E., Owner's Representative, RESPEC, 9109 Mendenhall Mall Road, Suite 4, Juneau, AK 99801. Call (907) 780-6060 if we can be of further assistance or if you have any questions.

**END OF SECTION** 

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS PROJECT CLOSE-OUT Page 01700-3

#### SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

# **PART 1 - GENERAL**

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section

# 1.02 DESCRIPTION

A. The WORK under this Section includes providing all supervision, labor, materials, tools and equipment and mobilization and demobilization for any equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by, other construction items.

#### **PART 2 - PRODUCTS**

# 2.01 MATERIALS

A. Any materials required shall conform to the appropriate section of these Specifications.

#### **PART 3 - EXECUTION**

#### 3.01 CONSTRUCTION

- A. The CONTRACTOR shall clean up all sites disturbed during construction of the Project. This includes removal of all construction equipment, disposal of all excess materials, disposal of all rubbish and debris, removal of all temporary structures, and grading of the sites so that no standing water is evident.
- B. If the CONTRACTOR has obtained material from any of the City of Hoonah pits, the excavated area shall be cleaned up to the satisfaction of the City of Hoonah City Administrator. The pit royalty shall be paid to City of Hoonah within 60 days after removal of material from the pit.

#### **SECTION 02200 - SELECTIVE DEMOLITION**

# **PART 1 - GENERAL**

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.02 DESCRIPTION

- A. Selective Demolition is the removal of existing selected infrastructure from its current location at the Project Site in a manner that does not destroy the items to be removed, nor alter the ability of these items to be reused elsewhere for similar purpose, and does not damage adjacent infrastructure.
- B. Salvage is the transport and storage of items scheduled for demolition.
  - 1. Salvaged items are to be removed using means and methods which do not alter the useful function of the item after removal and storage.
  - 2. Salvaged items are to be transported by the Contractor to a storage location designated by the Owner and/or otherwise indicated in these Contract Documents.
  - 3. Salvaged items are to be protected by the Contractor against damage or loss
    - a. During removal of the salvaged items from the Project Site
    - b. During transport to the Owner's storage location.
- C. Disposal is the transport of all items from the project site not scheduled for salvage, and delivery to a waste disposal site permitted to receive the items. Alternately, at the Contractor's choosing, items scheduled for disposal may be salvaged by the Contractor for his own use. The Contractor's election to salvage items scheduled for disposal shall not require interim storage of those items at the project site nor placement at a location where authority for that purpose has not been granted to the Contractor.

# 1.04 SUBMITTALS

- A. Prepare, deliver, and process under provisions of Section 01300 Contractor Submittals.
- B. Complete list of all deviations from the Drawings and Specifications.
- C. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Include indication of items to be disposed and salvaged.
  - 1. Submit minimum of 5 calendar days prior to initiating demolition work scope.
  - 2. Plan approval required prior to initiating demolition work scope.
  - 3. Plan must demonstrate accommodation of continued Owner operations at the Treatment Plant.
- D. Pre-demolition Photographs: Submit photo images showing existing conditions of adjoining construction relative to proposed demolition/upgrade work, including finished surfaces that might be misconstrued as damage caused by selective demolition operations.
- E. Dust Control Plan

#### **SECTION 02200 - SELECTIVE DEMOLITION**

# 1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition of structure, safety of adjacent structures, dust control, lead coatings removal, service utilities, discovered hazards, and safety of personnel.
- B. Do not disable or disrupt building fire or life safety systems without prior written notice from the Owner.
- Conform to state and federal procedures upon discovery of hazardous or contaminated materials.

# 1.06 ITEMS TO BE SALVAGED

- A. Existing items demolished and listed to be salvaged shall be moved by the Contractor to a location directed by the Owner.
  - Wooden Bleachers.
  - 2. Maple Hardwood Gym Flooring.
  - 3. Horizontal and Vertical Metal Building Siding.

# 1.07 PRE-DEMOLITION MEETING

A. Prior to starting any demolition work, conduct a meeting with the Owner. As a minimum discuss the demolition to be performed; the sequence of activities; temporary systems/unit process shutdown or bypass; operations and duration; items to be retained by Owner; protection of items to be retained by Owner; and items to be disposed, and disposal location.

# PART 2 - PRODUCTS (NOT USED)

#### **PART 3 - EXECUTION**

# 3.01 REQUIREMENTS

- A. Protect existing items that are to remain in the area of the Work and are not to be removed or demolished.
- B. Prevent movement or settlement of adjacent structures and foundations. Provide sheeting, shoring, and bracing as necessary.
- C. To prevent damage, carefully remove materials and equipment indicated to be salvaged, reused, or relocated. Dispose of all other materials according to approved plan.
- D. Conduct demolition to minimize interference with adjacent structures and appurtenances, and access.
- E. Maintain egress and access at all times.
- F. Cease operations immediately and notify the Owner if adjacent structures appear to be in danger.

# 3.02 SELECTIVE DEMOLITION

A. Demolish and remove components in an orderly and careful manner, per the approved plan.

CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS SELECTIVE DEMOLITION Page 02200-2

#### **SECTION 02200 - SELECTIVE DEMOLITION**

- B. Remove appurtenances of items scheduled for demolition when said appurtenance serves no other function or supports no other item or piece of equipment.
- C. Protect existing ancillary facilities and appurtenances.
- D. See individual technical Specifications and Drawings for other requirements related to demolition and cutting, patching, and surface finishing related to the Work of this Project.
- E. At penetrations of fire rated wall, partitions, ceilings, roof or floor constructions, completely seal voids with fire rated material to full thickness of the penetrated element. Maintain all fire assembly rating wall or area separation construction in accordance with applicable codes.
- F. Refinish any affected surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

# 3.03 FUGITIVE DUST CONTROL PLAN

- A. Submit minimum of 10 calendar days prior to initiating demolition work scope.
- B. Plan approval required prior to initiating demolition work scope.
- C. Plan must demonstrate accommodation of continued Owner operations at the City of Hoonah School facility.
- D. Address the following in the plan submittal
  - 1. Schedule for deployment of dust control measures and materials.
  - 2. Scale drawing illustrating locations of materials and equipment proposed for use in dust control effort.
  - 3. Manufacturer's product data sheets for materials proposed for use in the work. Information to address:
    - a. Ventilation Fans
    - b. Dust Ductwork
    - c. Filters/Filtration
    - d. Enclosures
      - 1) Structural support members
      - 2) Wall and roof sheeting materials
      - 3) Access and egress features
  - 4. Monitoring and maintenance procedures to be deployed by the Contractor to confirm control of fugitive dust.
  - 5. Project closeout procedures for dust control
    - a. Demolition and removal of fugitive dust control.
    - b. Cleaning procedures for dust removal from project site.

# 3.04 CLEAN UP

A. Remove demolished materials from site as work progresses and leave areas in a clean condition.

#### SECTION 02202 - EXCAVATION AND EMBANKMENT

## **PART 1 – GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.02 DESCRIPTION

A. The WORK under this Section includes providing all labor, mobilization and demobilization, materials, tools and equipment necessary for excavation and structural fill construction to the lines, grades and cross sections indicated in the Drawings or as directed by the ENGINEER.

## 1.03 SUBMITTALS

A. Current construction season laboratory gradation for structural fill.

## **PART 2 - PRODUCTS**

## 2.01 EXCAVATION

A. All excavation shall be unclassified excavation and shall consist of excavation and disposal of all materials, of whatever character, encountered in the WORK.

## 2.02 STRUCTURAL FILL

A. Structural Fill shall be a crushed shot rock product conform to the following gradation:

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
3-Inch	100
3/4-Inch	75-100
No. 4	10-30
No. 16	10-30
No. 200*	0-6

<sup>\*</sup>Gradation shall be determined on that portion passing the 3-inch screen

- B. The amount of No. 200 material shall have no more than 3% by weight less than the 0.02 mm size.
- C. Structural Fill shall contain no muck, frozen material, roots, sod or other deleterious matter. It shall have a liquid limit not greater than 25 and plasticity index not greater than 6 as determined by AASHTO T 89 and T 90 and shall contain no more than 6% by weight of material passing the 200 mesh sieve. The percentage of material passing the 200 mesh sieve shall be determined using only the material which passes a 3 inch sieve.
- D. Structural Fill shall meet the quality requirements of AASHTO M 147 except that ATM T-1 and T-7 will be substituted for AASHTO T 11, T 27, and T 88.
- E. At least 50% by weight of the particles retained on the 3/8-inch sieve shall have at least two fractured faces at determined by ATM T-4.
- F. Elongation Specifications:

#### **SECTION 02202 – EXCAVATION AND EMBANKMENT**

i. The length of the crushed stone backfill shall not be more than twice the designated screen dimensions.

## G. Sodium Sulfate Loss:

 Aggregate shall pass the percent sodium sulfate loss per AASHTO T104 with 9% maximum.

## H. LA Abrasion:

ii. Percent of wear per AASHTO T96 shall be 45% maximum.

## **PART 3 - EXECUTION**

## 3.01 EXCAVATION

- A. Existing wooden gym floor and existing gym concrete gym floor slab removal WORK must be completed in excavation areas prior to beginning excavation operations.
- B. Excavations shall be reasonably smooth and uniform to the lines, grades and cross sections shown in the Drawings or as directed by the ENGINEER. Excavations shall be conducted to ensure that material outside of excavation limits remains undisturbed.
- C. Excavations shall be protected from erosion and maintained to drain freely at all times.
- D. When excavation to the limits indicated on the Drawings encounters unsuitable underlying material, the ENGINEER may require the CONTRACTOR to remove the unsuitable material and backfill with approved structural fill material. The CONTRACTOR shall take the necessary cross section measurements before backfill is placed in order to measure the amount of unsuitable material removed.
- E. Excavated soils from beneath the existing gym floor concrete surfaces shall be disposed of by the CONTRACTOR at an approved waste disposal site.
- F. The CONTRACTOR is responsible for securing a waste disposal site if none is indicated on the Drawings. The CONTRACTOR shall obtain the written permission of the landowner for use of all disposal sites, and shall either obtain any required permits or assure that they have been obtained by others. If required by the ENGINEER, the CONTRACTOR shall furnish the permit numbers of all required permits for the disposal sites. The costs of securing such sites shall be borne by the CONTRACTOR.
- G. Waste areas shall be uniformly graded to drain, with the outer limits feathered to blend with the existing ground. Waste areas shall be seeded, capped with suitable material, or otherwise protected from long-term erosion.
- H. Temporary storage of useable or suitable excavation is the responsibility of the CONTRACTOR, and no additional payment will be made.
- I. The CONTRACTOR shall conduct all operations to prevent contaminating useable excavation with unsuitable material.
- J. When frozen material is excavated and meets all other requirements for embankment material, it shall be allowed to thaw and drain prior to placing in the embankment. This material will be considered useable excavation and no additional payment will be made.

## **SECTION 02202 - EXCAVATION AND EMBANKMENT**

K. After excavation to the subcut limit is complete the contractor shall proof roll the bottom of the subcut with an excavator or backhoe-mounted vibrating compactor until a firm base for the filter fabric and structural fill is obtained.

## 3.02 STRUCTURAL FILL

- A. Structural fill shall be constructed to a reasonably smooth and uniform shape conforming to the lines, grades and cross sections indicated on the Drawings or as directed by the ENGINEER.
- B. The underlying soils beneath the existing gym floor concrete slab shall be properly prepared prior to placing structural fill material. Debris shall be removed and surface depressions or holes shall be filled with suitable material to a level uniform surface and compacted before the filter fabric and structural fill is placed.
- C. Rocks, broken concrete or other solid materials shall not be placed in structural fill areas where filter cloth and geogrid placement is required.
- D. When frozen soils are encountered in clearing or stripping operations preparatory to the placement of select fill, or in the excavation, or in undercuts in excavation areas, the ENGINEER shall require timely placement of the backfill or embankment materials, if such action is deemed essential to minimize deterioration or degradation of the foundation material. Select fill shall not be placed over seasonally frozen ground except when written permission is received.
- E. The finish subgrade surface (bottom of structural fill) shall not vary more than 0.05-foot when tested using a ten foot straightedge, nor vary more than 0.05-foot from the established grade. The bottom of structural fill surface shall not vary more than 0.10-foot from the established grade.
- F. If continued hauling over a completed or partially completed structural fill causes loss of stability as evidenced by pumping or rutting, or other damage, the CONTRACTOR shall repair the damaged structural fill at its own expense and adjust its hauling equipment and procedures so as to avoid further damage.

## 3.03 STRUCTURAL FILL CONSTRUCTED WITH MOISTURE DENSITY CONTROL

A. Except for structural fills constructed predominantly of rock fragments or boulders, all structural fills shall be constructed with moisture density control. Structural fill shall be placed in horizontal layers not to exceed eight inches in depth, loose measurement, for the full width of the embankment, except as required for traffic, and shall be compacted before the next layer is placed. A smaller depth will be required if the compaction equipment is considered by the ENGINEER to be insufficient to obtain the required densities. Embankments shall be compacted at the approximate optimum moisture content to not less than 95% of the maximum density as determined by AASHTO T 180 D or Alaska T-12. Embankment materials may require drying or moistening to bring the moisture content near to optimum. In place field densities will be determined by Alaska T-3 or T-11. Sufficient time shall be allowed between placement of layers to allow for field density tests.

## 3.04 STRUCTURAL FILL CONSTRUCTED FROM ROCK FRAGMENTS

A. Structural fill material shall not be dumped in final position but shall be deposited on the fill and distributed by blading or dozing so that voids, packets and bridging will be

## **SECTION 02202 - EXCAVATION AND EMBANKMENT**

reduced to a minimum. Intervening spaces and interstices shall be filled with smaller stones and earth to form a dense, well compacted embankment. Hauling equipment shall be uniformly routed over the entire width of the embankment, and compaction equipment shall be utilized if necessary to assure that a well-compacted embankment is obtained.

- B. Structural Fill shall be placed within the embankment in a single lift of 12- inches maximum thickness.
- C. All rock embankment surfaces shall be rolled full width with as many passes of a vibratory roller as required to obtain a solid mass of interlocking rock fragments, prior to placement of subsequent layers of material.
- D. The surface of the shot rock borrow shall be sealed with fines from the shot rock materials, or shall have imported clean sand or other non-frost susceptible material used to seal the surface, as approved by the ENGINEER, before placement of the 2-inch minus shot rock base course. This work shall be considered incidental to other WORK under the contract.

#### **SECTION 02204 - BASE COURSE**

## **PART 1 - GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.02 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment and mobilization and demobilization for any equipment necessary for furnishing and placing aggregate base course in the reconstructed gym floor section to the lines and grades shown on the Drawings.
- B. The WORK also includes bedding the existing sanitary sewer line with base course as shown on the Drawings.

## 1.03 SUBMITTALS

A. Base course grading D-1 gradation and modified proctor from independent laboratory from current construction season (2024).

## **PART 2 - PRODUCTS**

#### 2.01 MATERIAL

- A. Aggregate base course shall consist of crushed gravel or crushed stone, conforming to the quality requirements of AASHTO M 147. The aggregate shall be free from lumps, balls of clay, or other objectionable matter, and shall be durable and sound.
  - 1. Base course shall be sampled according to "WAQTC FOP for AASHTO T2 Sampling Aggregates" as described in the *Alaska Test Methods Manual*, published by the Alaska Department of Transpiration and Public Facilities.
  - 2. Coarse aggregate (that material retained on the No.4 sieve) shall be crushed stone and shall consist of sound, tough durable rock of uniform quality. Rock shall be free of schist that cleaves along preferred foliation planes. Rock shall be free of platy mineral grains. Metamorphosed rock shall be free of slaty cleavage. All material shall be free of clay balls, vegetable matter or other deleterious matters. Coarse aggregate shall not be coated with dirt or other finely divided mineral matter. All aggregates shall be free of roots and wood. In addition, coarse aggregate shall meet the following requirements:

Property	Value	Test Method
L.A Wear, %	25 max.	AASHTO T 96
Degradation Value	45 min.	ATM 313
Fracture, %	70 min.	WAWTC FOP for
		AASHTO TP 61
Sodium Sulfate Loss, %	9 max.	AASHTO T 104

- Aggregate shall not exceed eight (8) percent thin-elongated pieces as determined by ATM 306.
- 4. Fine Aggregate: Fine aggregate (passing the No. 4 sieve) shall meet the quality requirements of AASHTO M29.

#### **SECTION 02204 - BASE COURSE**

B. Base course material shall conform to one of the following gradations as specified:

## **BASE COURSE GRADATIONS**

(Percent passing by weight)

Sieve Design	D-1
1 Inch	100
¾ Inch	70-100
3/8 Inch	50-80
No. 4	35-50
No. 8	20-35
No. 50	6-30
No. 200	0-6

C. For gradings D-1 at least 70% by weight of the particles retained on a No. 4 sieve shall have at least one fractured face as determined by Alaska T-4.

## **PART 3 - EXECUTION**

## 3.01 GENERAL

- A. Prior to placement of the base course, the underlying surface shall be prepared by dressing, shaping, wetting or drying, and compacting of the underlying material to a minimum density of 95% as determined by AASHTO T 180-D. Surfaces shall be cleaned of all foreign substances and debris.
- B. Any ruts or soft yielding spots that may appear shall be corrected by loosening and removing unsatisfactory material and adding approved material as required, reshaping, and recompacting the affected areas to the lines and grades indicated on the Drawings. If required by the OWNER's REPRESENTATIVE the CONTRACTOR shall proof load questionable areas with a loaded truck or other piece of equipment approved by the OWNER's REPRESENTATIVE.
- C. Blue-top grading hubs shall be set to the top of base course at a 10' spacing within the gym slab reconstruction footprint area.
- D. Base course material shall be deposited and spread in a uniform layer to the required grades, and to such loose depth that when compacted to the density required, the thickness will be as indicated on the Drawings. Portions of the layer which become segregated shall be removed and replaced with a satisfactory mixture, or shall be remixed to the required gradation.
- E. The maximum compacted thickness of any one base course layer shall not exceed six inches.
- F. The base course shall be compacted to at least 95% of maximum density as determined by AASHTO T 180-D. In places not accessible to rolling equipment, the mixture shall be compacted with hand-tamping equipment.
- G. Blading, rolling, and tamping shall continue until the surface is smooth and free from waves and irregularities. If at any time the mixture is excessively moistened, it shall be serrated by means of blade graders, harrows, or other approved equipment, until the moisture content is such that the surface can be recompacted and finished as above.

## **SECTION 02204 - BASE COURSE**

- H. The grading operations shall be conducted in a manner that will remove any quarter crowns, or other humps in the cross section of the slab area. The cutting edges of the grading blade shall be replaced if they are found to be worn beyond the tolerances specified for the slab surface. The finished surface shall not have humps or dips between blue-topped intervals along the slab area that exceed the tolerances given in the following paragraph, I.
- I. The finished surface of the base course, when testing using a ten foot straightedge shall not show any deviation in excess of 3/8 inch between two contact points. The finish surface shall not vary more than 1/2 inch from established grade. Additionally, the algebraic average of all deviations from established grade of the finish base course surface elevations taken at 50-foot intervals shall be less than 0.02 foot.
- J. The initial density at any location will be paid for by the OWNER. If the initial test shows that the material compaction is not as specified, the CONTRACTOR shall modify the compaction methods used, as approved by the OWNER's REPRESENTATIVE, and have the material retested until the tests show that the compaction meets the Specification requirements. All tests, after the initial test at any given location, shall be paid for by the CONTRACTOR.

#### SECTION 2607 - RIGID BOARD INSULATION

## **PART 1 – GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

A. The WORK under this Section includes providing all labor, materials, tools, mobilization, demobilization and equipment necessary for furnishing and installing rigid board insulation at the existing sanitary sewer line if found to be shallow bury and at locations shown on the Drawings and as directed by the ENGINEER.

## 1.03 SUBMITTALS

A. Rigid board insulation certification and catalogue cut sheet.

#### PART 2 - PRODUCTS

## 2.01 RIGID INSULATION

A. Rigid insulation shall be rigid board closed cell polystyrofoam material containing a flame retardant additive specifically designed for underground pipe or pavement installations, equivalent to Dow Chemical Company Styrofoam HI, and approved by the ENGINEER. Rigid board dimensions shall be 2' wide by 8' long by 2" thick. R Valve = 10. Compressive strength = 60 psi.

## 2.02 SPRAYED-ON INSULATION

A. Sprayed-on urethane foam insulation applied directly to the pipe exterior with an elastomeric coating, may be approved by the ENGINEER, provided the material has demonstrated a satisfactory performance history in underground installation and has the following physical properties:

Density 2 pcf, Minimum

Compressive Strength 35 psi, Minimum at 5% (ASTM D 1621) Deflective or Yield

Water Absorption (ASTM C 177) 0.25% by Vol. Maximum

Thermal Conductivity

hermal Conductivity Max. 0.23 BTU (ASTM C 177) Hr.Ft.<sup>2</sup> EF.In. Thickness

## **PART 3 - EXECUTION**

## 3.01 CONSTRUCTION

A. When water pipes or service pipes have less than 5-feet of cover to finished grade, they shall be insulated as shown on the Drawings.

## **SECTION 2607 - RIGID BOARD INSULATION**

- B. Rigid insulation shall be a minimum of 2-feet wide and 2-inches thick. The length of insulation required shall be as shown on the Drawings or as directed by the ENGINEER. Insulation shall be placed between 6 and 12-inches from the water pipe or service pipe with the width centered on the longitudinal axis of the water pipe or service pipe as shown on the Drawings.
- C. Sprayed-on urethane foam insulation shall be a minimum of 4-inches thick and be installed in strict conformance to the manufacturer's recommendations. Precautions to protect CONTRACTOR personnel, Project inspectors, and the public in general shall be taken by the CONTRACTOR in compliance with OSHA Standards and the manufacturer's recommendations.

## **SECTION 02702 - CONSTRUCTION SURVEYING**

## **PART 1 – GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.02 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary to perform all surveying and staking necessary for the completion of the Project in conformance with the Drawings and Specifications and standard surveying practices, including all calculations required to accomplish the WORK.
- B. The WORK shall include the staking, referencing and all other actions as may be required to preserve and restore land monuments and property corners which are situated within the Project area, and to establish monuments as shown on the Drawings.

## PART 2 - PRODUCTS (Not Used)

## **PART 3 - EXECUTION**

## 3.01 CONSTRUCTION

- A. All surveying involving property lines or monuments shall be done by, or under the direction of, a Registered Land Surveyor licensed in the State of Alaska.
- B. The OWNER will supply information relative to the approximate locations of monuments and corners, but final responsibility for locations, referencing, and restoration shall rest with the CONTRACTOR.
- C. In the event the CONTRACTOR does not replace the survey monuments and property corners disturbed by the CONTRACTOR's operations, the OWNER may, after first notifying the CONTRACTOR, replace the monuments in question. The cost of such replacements shall be deducted from payments to the CONTRACTOR.
- D. The CONTRACTOR shall provide the OWNER with a copy of all surveyors' notes, if requested by the OWNER's REPRESENTATIVE, prior to each Pay Request payment.
- E. The CONTRACTOR shall provide the OWNER with a copy of all surveyors' notes, prior to the request for final payment, and include the information on the record drawings.
- F. The CONTRACTOR shall obtain all information necessary for as-built plan production, from actual measurements and observations made by its own personnel, including Subcontractors, and submit this information to the OWNER's REPRESENTATIVE.
- G. The CONTRACTOR shall use competent, qualified personnel and suitable equipment for the layout work required and shall furnish all stakes, templates, straightedges and other devices necessary for establishing, checking and maintaining the required points, lines and grades.
- H. The CONTRACTOR shall perform all staking necessary to delineate clearing and/or grubbing limits; all cross sections necessary for determination of excavation and embankment quantities, including intermediate and/or remeasure cross sections as may be required; all slope staking; all staking of culverts and drainage structures, including the

## **SECTION 02702 - CONSTRUCTION SURVEYING**

necessary checking to establish the proper location and grade to best fit the conditions on site; the setting of such finishing stakes as may be required; the staking of right-of-way; the staking, referencing and other actions as may be required to preserve or restore land monuments and property corners; and all other staking necessary to complete the project.

- I. Field notes shall be kept in standard bound notebooks in a clear, orderly and neat manner, consistent with standard surveying practices. The CONTRACTOR's field books shall be available for inspection by the OWNER's REPRESENTATIVE at any time.
- J. All field survey notes, including those which become source documentations from which quantities for payment are computed, shall be recorded by a notekeeper furnished by the CONTRACTOR. The notekeeper shall be thoroughly familiar with generally accepted standards of good survey notekeeping practice.
- K. The OWNER's REPRESENTATIVE may randomly spot-check the CONTRACTOR's surveys, staking and computations at the OWNER's Representative discretion. After the survey or staking has been completed, the CONTRACTOR shall provide the OWNER'S REPRESENTATIVE with a minimum of 72 hours notice prior to performing any WORK, and shall furnish the appropriate data as required, to allow for such random spot-checking; however, the OWNER assumes no responsibility for the accuracy of the WORK.

#### SECTION 02714 - FILTER CLOTH

## **PART 1 – GENERAL**

#### 1.01 **RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

#### 1.02 **DESCRIPTION**

A. The WORK under this Section includes providing all mobilization and demobilization, labor, material, tools, and equipment necessary for furnishing and installing filter cloth in accordance with the Drawings or as directed by the ENGINEER.

#### 1.03 **SUBMITTALS**

Α. Product data for filter cloth material. Submit manufacturer product data and installation instructions.

## **PART 2 - PRODUCTS**

#### 2.01 **CLOTH**

- A. Filter cloth shall be composed of plastic yarn fabricated into a pervious sheet with distinct pores or openings.
- B. The plastic yarn shall consist of a long-chain synthetic polymer composed of at least 85% by weight of propylene, ethylene, or vinylidene-chloride and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The cloth shall be calendared or otherwise finished so that the yarns will retain their relative position with respect to each other. The edges of the cloth shall be selvedged or otherwise finished to prevent the outer yarn from pulling away from the cloth.
- C. Type A filter cloth, woven or non-woven, shall meet the following requirements:

Grab Tensile Strength (ASTM D 1682) 90 lbs. min. Bursting Strength (ASTM D 751) 100 psi min.

Equivalent Opening Size (EOS) 40 minimum, 100 maximum

D. Type B filter cloth, woven or non-woven, shall meet the following requirements:

Grab Tensile Strength (ASTM D 1682) 200 lbs. min. Bursting Strength (ASTM D 751) 500 psi min.

E. Type C filter cloth, woven or non-woven, shall meet the following requirements:

Grab Tensile Strength (ASTM D 1682) 200 lbs. min. Grab Tensile Elongation (ASTM D 1682) 30% maximum 290 psi min. Bursting Strength (ASTM D 751) Trapezoid Tear Strength (ASTM D 1117) 50 lbs. min. Puncture Strength (ASTM D 751)\* 75 lbs. min.

Water Permeability (AASHTO M 288)\*\* 0.001 cm/sec. min.

> \*Using 5/16" flat-tipped pod \*\*5 cm. Constant head

#### **SECTION 02714 - FILTER CLOTH**

## 2.02 **SEAMS**

A. Seams, when required, shall be sewn with thread of material meeting the chemical requirements given above for plastic yarn. The sheets for filter cloth shall be sewn together at the factory or another approved location to form sections not less than two feet wide. Seams shall be tested in accordance with ASTM D 1682, using one inch square jaws and 12 inches per minute constant rate of traverse. The strengths shall be not less than 90 pounds in any principal direction.

## 2.03 ACCEPTANCE REQUIREMENTS

A. All brands of plastic filter cloth and all seams to be used will be accepted on the basis of a certification. The CONTRACTOR shall furnish the ENGINEER a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the cloth. The mill certificate or affidavit shall attest that the cloth meets the chemical, physical, and manufacturing requirements stated in this Section.

## 2.04 SHIPMENT AND STORAGE

A. During all periods of shipment and storage, the cloth shall be protected from direct sunlight, ultraviolet rays, temperatures greater than 140° F, mud, dirt, dust, and debris. To the extent possible, the cloth shall be wrapped in a heavy-duty protective covering.

## **PART 3 - EXECUTION**

## 3.01 CONSTRUCTION

- A. Filter cloth shall be placed in the manner and at the locations shown on the Drawings or as directed by the ENGINEER. At the time of installation, cloth shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.
- B. The surface upon which the filter cloth is to be placed shall be free of projections or depressions, and rocks, roots, and other sharp objects which may cause the filter cloth to be punctured. The filter cloth shall be placed without stretching and shall lie smoothly in contact with the soil or wall surface. When overlapping of strips is necessary, the joints shall be overlapped a minimum of two feet. End overlaps shall be made in the direction of flow.
- C. The cloth shall be protected at all times during construction from contamination or from damage during its installation or during placement of subsequent covering; contaminated or damaged cloth shall be replaced at the CONTRACTOR's expense, or if the ENGINEER permits, torn fabric may be patched. The aggregate material shall be cleaned from the fabric, and the torn area shall be overlain with fabric with a minimum three foot overlap around the edges of the torn area. Care shall be taken that the patch remains in place when material is placed over the affected area.
- D. The WORK shall be scheduled so that not more than 30 Days elapse between the placement of the cloth and the time it is covered with specified material.
- E. Type A filter cloth shall be utilized in all installations except under riprap or gabions, or for subgrade reinforcement.
- F. Type B filter cloth shall be utilized under riprap or gabions.

## **SECTION 02714 - FILTER CLOTH**

- G. Type C filter cloth shall be utilized for subgrade reinforcement.
- H. Following placement of the fabric on the prepared surface, material of the type shown on the Drawings shall be back-dumped on the previously spread fabric or ground adjacent to the fabric and carefully pushed or spread onto the fabric by a dozer or other machinery. A minimum depth of one foot, or the depth shown on the Drawings, shall be maintained at all times between the fabric and the wheels or tracks of the construction equipment. At not time shall equipment operate on the unprotected fabric. The material shall be spread in the direction of the fabric overlap. Special care shall be taken to maintain a proper overlap and fabric continuity.

## **SECTION 02715 - GEOGRID**

## **PART 1 - GENERAL**

## 1.01 RELATED DOCUMENTS

- A. Specification Section 2715 Geogrid is based on State of Alaska Department of Transportation & Public Facilities, Standard Specifications, Section 634 GEOGRID SOIL REINFORCEMENT.
- B. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

## 1.02 DESCRIPTION

A. The WORK under this Section includes providing all mobilization and demobilization, labor, materials, tools and equipment necessary to install geogrid material in accordance with the Drawings or as directed by the ENGINEER.

## 1.03 SUBMITTALS

A. Product Data for Geogrid material: Submit manufacturer's product data and installation instructions.

## 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Package, label, handle, and store geogrid material in accordance with ASTM D4873.
- B. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- C. Storage:
  - 1. Store materials in accordance with manufacturer's instructions.
  - 2. Store materials out of direct sunlight.
- D. Handling: Protect materials during handling and installation to prevent damage.
- E. Do not expose geogrid to the elements for longer than 14 days after removal of protective covering.

## **PART 2 - PRODUCTS**

## 2.01 GEOGRID

A. Biaxial polymer grid, specifically fabricated for use as a soil reinforcement, having high tensile strength, modulus, and stiffness in both principal directions. 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 2.1:

## **SECTION 02715 - GEOGRID**

**Table 2.1 Geogrid Physical Requirements** 

Property	Requirement	Test Method
Average Aperture Size, MD <sup>(1)</sup> XD <sup>(2)</sup>	0.8 – 2.0 inches 0.8 – 2.0 inches	I.D Calipered Maximum Inside Dimension
Installation Damage Resistance	80%(3)	Sample per D5818 Test per D6637
Rib Thickness, Min. (Nominal)	40 mils	Rib Thickness Calipered Minimum
Tensile Strength, Min. At 2% Strain At 5% Strain	MD & XD 400 lb/ft 800 lb/ft	ASTM D6637
Junction Strength, min.	90%(4)	GRI GG-GG2

<sup>(1)</sup>MD: Machine Direction which is along roll length.

#### **PART 3 - EXECUTION**

## 3.01 GEOGRID PLACEMENT

- A. Excavate, proof roll and place filter fabric as shown in the drawings. Compact and construct structural fill lifts prior to placement of the geogrid material.
- B. Overlap geogrid panels at all joints a minimum of 12 inches, in the direction that fill will be placed. 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.
- C. Do not operate equipment on the unprotected geogrid. Spread fill material in the direction of the geogrid overlap. Maintain a minimum depth of 6 inches of cover material at all times between the fabric and the wheels or tracks of the construction equipment.
- D. Compact using a smooth drum roller. Do not allow construction equipment to make sudden stops, starts, or turns on the cover material.
- E. Repair geogrid damaged during installation with an overlay. Overlay torn area with geogrid with a minimum 3-foot overlap around the edges of the torn area and secure as recommended by the geogrid manufacturer.

<sup>(2)</sup>XD: Cross machine direction which is across roll width.

<sup>(3)80%</sup> relative to pre-installation Tensile Strength values. Perform test installation using GP or GW Class soil.

<sup>(4)90%</sup> relative to Ultimate Tensile Strength as determined by ASTM D6637

## SECTION 02716 - REMOVE AND RESET WOODEN BLEACHERS

## **PART 1 - GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

## 1.02 DESCRIPTION

A. The WORK under this Section includes providing all mobilization and demobilization, labor, materials, tools and equipment necessary to remove the existing telescoping wooden bleachers from the gym wall and floor, salvage and safely store them and then reinstall the wooden bleachers after the new gym floor is installed at locations shown on the Drawings and as directed by the ENGINEER.

## 1.03 SUBMITTALS

A. Wood bleacher structural connection hardware.

## **PART 2 - PRODUCTS**

## 2.01 WOOD BLEACHERS

A. Existing wood bleachers are telescoping wood style bleacher with six (6) rows of seating mounted to the existing gym wall and floor. Contractor to protect the removed wooden bleachers during handling, storage and re-installation.

## 2.02 FASTENINGS

A. Salvage hardware from existing installation. Provide structural connection hardware as required where salvaged hardware will not work. This includes structural bolts with torque lock nuts, free spinning nuts in combination with lock washers or riv-nuts with lock washers.

# PART 3 - EXECUTION 3.01 BLEACHER REMOVAL

A. Contractor to carefully disconnect the existing wooden bleacher system from the gym wall and floor. Contractor to store and protect the wooden bleachers that are removed from the gym.

## 3.02 BLEACHER REINSTALLATION

- A. Reinstall wooden bleachers at same location that they existed originally prior to construction. Contractor to reuse existing salvaged bleacher connection hardware to greatest extent possible. New hardware to be furnished and installed by Contractor as required.
- B. After installation is complete, test each telescoping bleacher section to ensure that the bleachers can be extended out and retracted inward without hanging up or jamming and that the operation is smooth.
- C. Clean reinstalled bleachers on exposed and semi exposed surfaces to be free of dust and dirt. Touch up wooden bleacher surfaces that may have been damaged.

## **PART 1 - GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

## 1.02 DESCRIPTION

- A. The WORK under this Section includes providing all mobilization and demobilization, labor, materials, tools and equipment necessary to remove the existing gym wall for equipment access into the gym and reconstruct the wall assembly after the temporary access is no longer needed as shown on the Drawings and as directed by the ENGINEER.
- B. The WORK also includes carefully salvaging the existing building exterior horizontal metal siding and vertical siding for reuse on the project.
- C. The WORK also includes the removal of electrical services to gym flood lights and basketball hoops and reinstalling these services once the wall framing has been completed as shown on the Drawings and as directed by the ENGINEER.

## 1.03 SUBMITTALS

A. CONTRACTOR shall submit full information on all materials and equipment proposed for the use on the project prior to commencement of WORK. Submittal shall include catalog data, dimension drawings, material of framing construction, gypsum wall board, paint colors, and such descriptive data as may be requested by the ENGINEER.

## **PART 2 - PRODUCTS**

## 2.01 WOOD FRAMING MEMBERS

- A. Lumber shall be Hem-Fir #2 or better S4S that has been kiln dried to reduce shrinkage. Each piece shall be legibly stamped that the lumber was graded in accordance with the West Coast Lumber Inspection Bureau Grading Rules.
- B. Utilize treated lumber sills, plates, and furring strips if in contact with concrete or masonry or as shown on the Plans. Lumber shall be pressure treated Hem-Fir in accordance with AWPA C1. Pressure treated lumber shall be pressure treated in accordance with current applicable recommendation so the American Wood Preservers Association "Manual of Recommended Practice," or Federal Specification TT-W-571.
- C. Plywood shall comply with the requirements of the "Plywood Specification and Grade Guide" of the American Plywood Association.

# 2.02 MISCELLANEOUS METAL

- A. Anchors and ties shall be as manufactured by Simpson Strong Tie Co. or approved equal.
- B. Nails shall be common galvanized nails. Nail sizes shall be in accordance with the current International Building Code requirements. Simpson Teco nails, or approved equal shall be used at hurricane ties.

## 2.03 INSULATION

- A. Exterior rigid insulation shall be Owens Corning, Pink Formula 150 rigid foam insulation with a nominal thickness of two inches. Insulation shall have a thermal value of R 10.
- B. Interior batt insulation shall be flame resistant foil faced building insulation, a nominal thickness of six inches. Insulation shall have a thermal value of R 19.

## 2.04 GYPSUM WALL BOARD

- A. Gypsum Wall Board shall be 5/8-inch thick, Type X and meet ASTM C36. Panels shall be 4 feet wide with tapered edges.
- B. Store materials inside under cover and keep them dry and protected from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.
- C. Handle gypsum board to prevent damage to edges, ends and surfaces. Do not bend or otherwise damage metal corner beads and trim.
- D. Joint Tape: Paper, unless otherwise noted.
- E. Sheathing Tape: 2-1/2 inch wide, 10 by 10 self-adhering fiberglass reinforced joint tape.
- F. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting type taping compound.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - 4. Finish Coat: For third coat, use setting type, sandable topping compound or drying type, all-purpose compound.
- G. Screws for Gypsum Board (ASTM c1002): Phillips head galvanized steel Type "S" or "S-12" self-drilling screws, length and type as required and recommended by gypsum board manufacturer.
- H. Accessories for Interior Installation: Corner bead, edge trim, and control joints complying with ASTM C1047.

# 2.05 **PAINT**

- A. Paint shall be of the highest quality (first line product manufactured for the particular purpose for which they are used). ENGINEER is not bound to approve all types of paint from any one manufacturer. Material for each general purpose shall be of the same manufacturer and materials of different manufacture shall not be used over one another. Color chips shall be submitted to the ENGINEER for selection of the colors to be used.
- B. MANUFACTURERS: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the WORK includes, but are not limited to the following (submit product data, literature and samples for approval):

- 1. Manufacturers Stains, Paints and Primers for Wood and Metal:
  - a. The Glidden Company (Glidden)
  - b. Benjamin Moore and Co. (Moore)
  - c. Olympic Stain (Olympic)
  - d. The Sherwin-Williams Company (S-W)
  - e. Preservative Paints (Preserv.)
  - f. Okon, Inc. (Okon)
- 2. Single Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- 3. Material Quality: Provide the manufacturer's best quality paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
  - a. Proprietary names used to designate color or materials are not intended to imply that the products named are required or to exclude products of equal quality by other manufacturers.
- 4. Substitutions: Under provisions of Section 01300 Contractor Submittals.

#### **PART 3 - EXECUTION**

## 3.01 INSULATION

- A. Wall insulation shall not be installed until an approved system of protecting the newly applied insulation from adverse weather has been provided for the wall openings.
- B. Install wall and ceiling insulation per manufacture's recommendations. Secure wall installation utilizing an approved adhesive. Tape all seams utilizing manufacture's recommended materials.

## 3.02 CARPENTRY

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the WORK for this Project.
- B. Examine the areas and conditions under which work of this project will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- C. Install all WORK as noted in the Contract Documents, in a professional manner, and to the approval of the ENGINEER. Replace any work that is unacceptable.

## 3.03 METAL SIDING

- A. Salvaged metal horizontal and vertical building siding shall be installed in accordance with industry standards for metal siding.
- B. Install salvaged metal exterior panels plumb, level, and straight with the ribs parallel, conforming to the existing siding panels.
- C. Install metal panel system so it is watertight, without waves, warps, buckles or distortions, and allow for thermal movement considerations.

- D. Abrasive devices shall not be used to cut on or near wall panel system.
- E. Apply sealant tape or caulking as necessary at flashing and panel joints to prevent water penetration.
- F. Remove any strippable film immediately upon exposure to direct sunlight.
- G. Vapor retarder: The joints, perimeter, and all openings shall be sealed per the manufacturer's instructions to provide a continuous vapor retarder.
- H. Remove fillings, grease, stains, marks, or excess sealants from wall panel system to prevent staining.
- I. Protect work from damage from other trades until final acceptance.

## 3.04 PAINTING

- A. Touch up all exposed metal surfaces that were damaged in the removal process.
- B. It is the responsibility of the CONTRACTOR and the painter to see that all surfaces are prepared in accordance with the printed directions and recommendations of the paint manufacturer whose product is to be applied to a given surface.
- C. Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, nameplates on machinery, stainless steel, nuts and bolts, restraining rods, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials from falling on or marring any adjacent surfaces. Protect working parts of all mechanical and electrical equipment from damage during surface preparation and painting process.
- D. Prepare surfaces for painting in conformance with the paint manufacturer's printed directions and recommendations and these Specifications. Surfaces shall be dry and thoroughly cleaned of foreign materials. Before applying any coating, inspect the surface for defects which would cause paint failure or result in an unsightly surface. Defects shall be filled or removed so that the surfaces are in proper condition for painting. Any remaining defects shall be brought to the attention of the ENGINEER in writing. If the CONTRACTOR elects to ignore an unsuitable surface condition and applies his coat(s), he will be held responsible to refinish the work at his own expense.
- E. Manufacturer's written instructions for applying each type of paint or protective coating shall be furnished the ENGINEER by the CONTRACTOR before application begins. Apply all coatings in accordance with the paint manufacturer's recommendations and as approved by the ENGINEER. Sufficient time shall be allowed between coats to assure thorough drying of previously applied paint. All prime coats (excluding those for metal surfaces shall be applied by brush and the coating thoroughly worked into the surface. Material delivered to the job with a shop prime coat shall be touched up as required to recoat all abraded areas prior to receiving any additional coatings. Paint shall not be applied in extreme cold, in dust- or smoke-laden air, or in rainy weather. Do not paint if moisture content exceeds 15 percent for wood surfaces.
- F. Work shall be free of runs, bridges, shiners, laps, or other imperfections due to faulty workmanship. The CONTRACTOR shall assume all responsibility for preventing settling of dust or any other improper condition while paint is setting and to repair any damaged

coats at no additional cost to the OWNER. Coated items shall not be shipped, installed, or assembled until the coatings have thoroughly cured.

- G. Where two successive coats of the same color paint are to be applied, the first coat shall be of a slightly different shade to differentiate it from the second coat. Undercoats shall be tinted to approximate final color. Paint coverage per gallon shall not exceed the area recommended by the manufacturer, and the coverage shall be reduced when, in the opinion of the ENGINEER, a reduction is necessary to ensure satisfactory protection to surfaces, uniform color, and satisfactory surface appearance. Where the paint manufacturer provides a dry film thickness (DFT) per coat, the thickness shall not be less than that recommended by the manufacturer or as specified herein.
- H. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains upon adjacent surfaces and floors shall be completely removed, and the entire job left clean and acceptable.
- I. The CONTRACTOR shall give the ENGINEER three days advance notice of the start of any surface preparation work or coating application work.
- J. Work which has been performed in the absence of the ENGINEER without his prior approval, or work which is not performed in compliance with the procedures set forth in these Specifications, will be rejected.
- K. Inspection by the ENGINEER, or the waiver of inspection of any particular portion of the work, shall not be construed to relieve the CONTRACTOR of his responsibility to perform the work in accordance with these Specifications.
- L. The ENGINEER shall conduct film thickness measurements. The CONTRACTOR shall recoat and repair the surfaces as necessary for compliance with the Specifications. After repaired and recoated areas have been dried sufficiently, final tests will be conducted by the ENGINEER. Coating thickness specified in mils will be measured with a magnetic type dry-film thickness gauge. Discontinuities and voids in the coatings (except zinc primer and galvanizing) will be determined with an electrical holiday detector, low voltage wet sponge type such as Model M-1, manufactured by Tinker and Rasor, San Gabriel, California.

## M. Finish Schedule:

1. Interior walls and ceilings: Apply prime coat and two finish coats of approved paint.

## 3.05 GYPSUM WALL BOARD

- A. Gypsum Wallboard joints shall be butted tightly together. Maximum allowable gap at end joints shall be 1/8 inch. Support end joints on framing members.
  - On walls apply gypsum panels vertically. Use maximum length panels to minimize end joints.
  - 2. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
  - 3. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back blocking is provided behind end

joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

- B. Openings cut in gypsum board to fit electrical outlets, and conduit shall fit snugly and shall be small enough to be covered by plates and escutcheons. Both face and back paper shall be cut for cutouts that are not made by use of a saw.
- C. Fasteners: Install fasteners no closer than 3/8 inch to end or edge. Space fasteners approximately 7 inches on center, opposite each other on adjacent ends or edges. Begin fastening from center of wallboard and proceed toward outer end or edges.
- D. Apply pressure on gypsum board, adjacent to fasteners being driven, to ensure that gypsum board will be secured tightly to framing member. Check for looseness at fasteners. Drive fastener with shank reasonably perpendicular to face of board.
- E. Drive screws with power screwdriver as recommended by gypsum board manufacturer. Surface of head shall be below surface of paper without cutting paper.
- F. Joint and corner treatment shall be in accordance with manufacturer's printed instructions to provide a finished surface, ready for painting. Surface shall be free of dimples, excess finishing compound, ridges, or untrue corners.
- G. Joints and interior angles shall have tape embedded in joint compound, and two separate coats of joint compound applied over joints, angles, fastener heads, and accessories. Joint compound shall be smooth and free of toll marks and ridges.

## **PART 1 - GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

## 1.02 DESCRIPTION

- A. The WORK under this Section includes providing all mobilization and demobilization, labor, materials, tools and equipment necessary to remove the existing wooden gym floor assembly including but not limited to careful removal and salvage of existing maple wood gym floor material, reinstalling salvaged maple flooring, removal and replacement of plywood subfloor, removal and replacement of resilient pad, removal and replacement of moisture barrier, all floor carpentry; removing and replacement of gym floor inserts, removing and reinstalling door threshold assemblies, all gym floor painting, miscellaneous metal work, and any other material and WORK necessary for a complete working and acceptable installation as shown on the Drawings and as directed by the ENGINEER.
- B. The WORK also includes the restriping of the wood gym floor where damaged during floor removal operations including all floor sanding and refinishing of the gym floor after painting.

## 1.03 SUBMITTALS

A. Submittals shall include material certifications for the plywood underlayment, resilient floor pad, base course, moisture barrier, gym floor paint and gym floor sealer.

#### **PART 2 - PRODUCTS**

## 2.01 MATERIAL

- A. Plywood shall comply with the requirements of the "Plywood Specification and Grade Guide" of the American Plywood Association.
- B. Anchors and ties shall be as manufactured by Simpson Strong Tie Co. or approved equal.
- C. Nails shall be common galvanized nails. Nail sizes shall be in accordance with the current International Building Code requirements. Simpson Teco nails, or approved equal shall be used at hurricane ties.
- D. Resilient pad shall be Horner foam, ¼" multi cellular, closed cell plastic foam, 2.0 PCF.
- E. Vapor retarder shall be 6 ml polyethylene.
- F. Underlayment tape shall be 2" duct tape.
- G. Fasteners
  - 1. Subfloor fasteners shall be 1½" nails or staples 1" with plywood.
  - 2. Flooring fasteners shall be 2" barbed cleats or 15 gauge coated staples.

#### SECTION 02718 – GYM FLOOR REMOVAL AND REPLACEMENT

- H. Wall base shall be 3" x 4", vented base with premolded outside corners with colors to match existing gym base cove.
- I. Finish material shall be specified from the latest listing provided by the Maple Flooring Manufacturers Association (MFMA), and shall be applied according to manufacturer's instructions. Minimum of 2 seal coats and 2 finish coats.
- J. Stop blocking, where heavy loads are anticipated, stop blocking shall be installed between pad locations.

## 2.02 **PAINT**

- A. Paint shall be of the highest quality. ENGINEER is not bound to approve all types of paint from any one manufacturer. Material for each general purpose shall be of the same manufacturer and materials of different manufacture shall not be used over one another. Color chips shall be submitted to the ENGINEER for selection of the colors to be used.
- B. MANUFACTURERS: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the WORK includes, but are not limited to the following (submit product data, literature and samples for approval):
  - 1. Manufacturers Stains, Paints and Primers for Wood and Metal:
    - a. The Glidden Company (Glidden)
    - b. Benjamin Moore and Co. (Moore)
    - c. Olympic Stain (Olympic)
    - d. The Sherwin-Williams Company (S-W)
    - e. Preservative Paints (Preserv.)
    - f. Okon, Inc. (Okon)
  - 2. Single Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
  - 3. Material Quality: Provide the manufacturer's best quality paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
    - a. Proprietary names used to designate color or materials are not intended to imply that the products named are required or to exclude products of equal quality by other manufacturers.
  - 4. Substitutions: Under provisions of Section 01300 Contractor Submittals.

## **PART 3 - EXECUTION**

## 3.01 INSPECTION

- A. Inspect concrete slab for proper tolerance and dryness and report any discrepancies to the general contractor for correction.
- B. The concrete slab shall be cleaned of all debris so flooring contractor will have adequate access to work surface.

## 3.02 INSTALLATION

A. Cover concrete with 6 mil polyethylene, sealing, and lapping joints a minimum of 4".

#### SECTION 02718 – GYM FLOOR REMOVAL AND REPLACEMENT

- B. With 15/32" sheathing plywood:
  - 1. Install two layers of either 15/32" sheathing plywood so that each layer is 45 degree to the long dimension of the floor and 90 degree to the other layer, leaving a ¼" space between adjoining sheets and a 2" perimeter expansion void.
- C. Install finish flooring parallel with main playing court by power nailing or stapling approximately 12" o.c. Provide 1-1/2 " expansion voids at the perimeter and at all vertical obstructions.
- D. Stop blocking 4"x4" minimum shall be attached to underside of 1st layer of subfloor allowing a maximum of 1/4" less than pad thickness where heavy loads are anticipated.
- E. Solid blocking shall be attached to areas under bleachers in the closed position. Solid blocking shall match the thickness of system pad. Solid blocking shall be a minimum of 4" wide and 12" O.C.
- F. Expansion Provisions-Size joints between maple flooring strips to allow for intermediate expansion in accordance with expected humidity changes and conditions in the space. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the WORK for this Project.
- G. Examine the areas and conditions under which work of this project will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- H. Install all WORK as noted in the Contract Documents, in a professional manner, and to the approval of the ENGINEER. Replace any work that is unacceptable.

## 3.03 FLOOR SANDING

- A. Machine sand with coarse, medium and fine paper to a smooth, even and uniform surface.
- B. Remove sanding dust from entire surface by tack vacuum.
- C. Refer to MFMA sanding and finishing guide for procedures.

## 3.04 BASE INSTALLATION

A. Install Vent Cove base or approved equal, mitering inside corners and anchoring to walls with base cement or screws and anchors.

## 3.05 MAINTENANCE

A. Upon completion of floor installation, the OWNER and other attendants or individuals in charge and responsible for the upkeep of the building are to see that the care and maintenance instructions outlined within industry standards.

## **PART 1 - GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

A. The WORK under this Section includes providing all mobilization and demobilization labor, materials, tools and equipment necessary for furnishing and installing portland cement concrete for concrete structures in conformance with the Drawings and Specifications.

## **PART 2 - PRODUCTS**

#### 2.01 PORTLAND CEMENT

- A. Portland cement shall conform to the requirements of AASHTO M 85.
- B. Unless otherwise permitted by the ENGINEER, the product from only one mill and one brand and type of Portland cement shall be used on the Project.

## 2.02 FINE AGGREGATE

A. Fine aggregate for portland cement concrete shall conform to the requirements of AASHTO M 6 with the following exceptions:

Delete section on deleterious substances and substitute the following:

Delete paragraph 4.2 of AASHTO M 6.

## 2.03 COARSE AGGREGATE

A. Coarse aggregate for portland cement concrete shall conform to the requirements of AASHTO M 80, class A, with the following exceptions:

Delete section on deleterious substances and substitute the following:

## 2.04 JOINT FILLERS

- A. Joint filler, of the type designated in the contract, shall conform to the following:
  - 1. Poured filler shall conform to AASHTO M 173 or AASHTO M 282 as specified.
  - 2. Preformed fillers shall conform to AASHTO M 33 for bituminous type; AASHTO M 153 for sponge rubber (type I), cork (type II), and self-expanding cork (type III); AASHTO M 213 for nonextruding and resilient bituminous types and resilient bituminous types and AASHTO M 220 for pre-formed elastomeric types as specified.
  - 3. AASHTO M 220 for preformed elastomeric types as specified. The filler shall be punched to admit the dowels where called for on the Drawings. Joint filler shall be furnished in a single piece for the depth and width required for the joint unless otherwise authorized by the ENGINEER. When more than one piece is authorized for a joint, the abutting ends shall be fastened securely, and held accurately to shape, by stapling or other positive fastening satisfactory to the ENGINEER.
  - 4. Foam filler shall be expanded polystyrene filler having a compressive strength of not less than 10 psi.
  - 5. Hot-poured sealants for concrete and asphaltic pavements shall conform to ASTM D 3405.
  - 6. Hot-poured elastomeric type sealant for concrete pavements shall conform to ASTM D 3406.
  - 7. Cold-poured silicone type sealant for concrete pavements shall conform to Federal Specification TT-S-1543, Class A. The sealant shall be a one part, low-modulus silicone rubber with an ultimate elongation of 1,200 percent.

## 2.05 CURING MATERIAL

- A. Curing material shall conform to the following requirements as specified:
  - 1. Burlap Cloth made from Jute Kenaf AASHTO M 182.
  - 2. Sheet Material for Curing Concrete AASHTO M 171.
  - 3. Liquid Membrane-Forming Compounds AASHTO M 148 for Curing Concrete, Type I.
- B. The requirements specified in AASHTO M 148 covering "Liquid Membrane-Forming Compounds for Curing Concrete" are modified by adding the following:
  - Liquid membrane-forming compounds utilizing linseed oil shall not be used.

## 2.06 AIR ENTRAINING AGENTS

A. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

## 2.07 MIXING WATER

A. Unless otherwise permitted in writing by the ENGINEER, all water shall be obtained from the City of Hoonah potable water system.

## 2.08 REINFORCING STEEL

A. Reinforcing shall conform to AASHTO M 31, and be of grade 60 or the grade designated on the Drawings or in the Specifications. Welded wire fabric shall conform to AASHTO M 55. Epoxy coated reinforcing bars shall conform to AASHTO M 284.

## 2.09 SHIPPING AND STORAGE OF CEMENT

- A. Cement may be shipped from pretested approved bins. The cement shall be well protected from rain and moisture. Any cement damaged by moisture or which fails to meet any of the specified requirements shall be rejected and removed from the WORK.
- B. Cement stored by the CONTRACTOR for a period longer than 60 days in other than sealed bins or silos shall be retested before being used. Cement of different brands, types, or from different mills shall be stored separately.

## 2.10 COMPOSITION OF CONCRETE

- A. All portland cement concrete shall be ready-mix, provided by an approved plant regularly engaged in the production of concrete, unless otherwise authorized in writing by the ENGINEER. Ready-mix concrete shall conform to the requirements of AASHTO M 157.
- B. The CONTRACTOR shall furnish the mix design to the ENGINEER for approval. The mix design shall be suitable for its intended use. Concrete shall be designed using an absolute volume analysis. The CONTRACTOR shall be responsible for having each mix design tested at a laboratory. Prior to the start of production of any mix design, the CONTRACTOR shall submit test results and certifications for all materials, detailed mix design data and results of laboratory tests to the ENGINEER for approval. Approval by the ENGINEER will be based on apparent conformity to these Specifications. It shall remain the CONTRACTOR's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria in the contract. When requested by the ENGINEER, the CONTRACTOR shall submit samples of all materials for verification testing. Production shall not commence until the mix design is approved by the ENGINEER.
- C. Unless otherwise specified the design mix shall meet the following:

Minimum cement content 6 1/2 sacks (611 lb.) per C.Y.

Maximum water/cement ratio 5.75 gal/sack (0.51 #/#)

28-day compressive strength (fc) 4,000 psi Slump 3"  $\pm$  1" Entrained Air 3 to 6%

Coarse Aggregate AASHTO M 43, Gradation No. 67

Cement factors are based on 94-pound sacks

- D. The CONTRACTOR shall be responsible for producing and placing specification concrete with a cement content within a tolerance of two percent.
- E. The use of superplasticizers in the concrete mix to improve the workability of mixes with low water cement ratios will require prior written approval by the ENGINEER
- F. The CONTRACTOR may, subject to prior approval in writing, use alternative sizes of coarse aggregate as shown in Table 1 of AASHTO M 43. If the use of an alternative size of coarse aggregate produces concrete which exceeds the permissible water-cement ratio above, thereby requiring additional cement above that specified, no compensation will be made to the CONTRACTOR for the additional cement.

## 2.11 SAMPLING AND TESTING

- A. Field tests of all materials will be made by the ENGINEER when deemed necessary, in accordance with the applicable Specifications. When the results of the field tests indicate the material does not conform to the requirements of the Specifications, the re-tests required by the ENGINEER shall be at the CONTRACTOR's expense.
- B. Materials which fail to meet contract requirements, as indicated by laboratory tests, shall not be used in the WORK. The CONTRACTOR shall remove all defective materials from the site.
- C. Types and sizes of concrete specimens shall be in accordance with ASTM C 31. Additional slump tests and/or test cylinders may be required at the discretion of the ENGINEER. Should the analysis of any test cylinder not meet the preceding requirements of Article 2.10 (Composition of Concrete) its representative concrete shall be removed and replaced at the CONTRACTOR's expense.
- D. Three copies of all test reports shall be furnished to the ENGINEER.

## 2.12 COLD WEATHER CONCRETE

- A. Concrete shall not be placed when the descending air temperature in the shade, away from artificial heat, falls below 40°F. Placement of concrete shall not resume before the ascending air temperature reaches 35°F, without specific written authorization. When the air temperature falls below 40°F, or is, in the opinion of the ENGINEER, likely to do so within a 24 hour period after placing concrete, the CONTRACTOR shall have ready on the job materials and equipment required to heat mixing water and aggregate and to protect freshly placed concrete from freezing.
- B. Concrete placed at air temperatures below 40°F shall have a temperature not less than 50°F or greater than 70°F when placed in the forms. These temperatures shall be obtained by heating the mixing water and/or aggregate. Mixing water shall not be heated to more than 160°F.
- C. Binned aggregates containing ice or in a frozen condition will not be permitted nor will aggregates which have been heated directly by gas or oil flame or heated on sheet metal over an open fire. When aggregates are heated in bins, only steam-coil or water-coil heating will be permitted, except that other methods, when approved, may be used. If live steam is used to thaw frozen aggregate piles, drainage times comparable to those applicable for washed aggregates shall apply.
- D. When the temperature of either the water or aggregate exceeds 100°F, they shall be mixed together so that the temperature of the mix does not exceed 80°F at the time the cement is added.
- E. Any additives must have prior approval of the ENGINEER before being used.
- F. The use of calcium chloride is prohibited.
- G. When placing concrete in cold weather, the following precautions shall be taken in addition to the above requirements:
  - 1. Heat shall be applied to forms and reinforcing steel before placing concrete as required to remove all frost, ice, and snow from all surfaces which will be in contact with fresh concrete.

- 2. When fresh concrete is to be placed in contact with hardened concrete, the surface of the previous pour shall be warmed to at least 35°F, thoroughly wet, and free water removed before fresh concrete is placed.
- 3. When Type I or II cement is used, freshly placed concrete shall be maintained at a temperature of not less than 70°F for three days or not less than 50°F for five days. When Type III cement is used, freshly placed concrete shall be maintained at a temperature of not less than 70°F for two days or not less than 50°F for three days.
- 4. The above requirements are not intended to apply during the normal summer construction season when air temperatures of 40°F or higher can reasonably be anticipated during the two-week period immediately following concrete placement, or until the concrete is no longer in danger from freezing.
- H. When temperatures below 20°F are not expected during the curing period and, in the opinion of the ENGINEER, no other adverse conditions, such as high winds, are expected, concrete temperatures may be maintained in thick concrete sections by retention of heat of hydration by means of adequately insulated forms.
- I. When, in the opinion of the ENGINEER, greater protection is required to maintain the specified temperature, the fresh concrete shall be completely enclosed and an adequate heat source provided. Such enclosure and heat source shall be so designed that evaporation of moisture from the concrete during curing is prevented. Precautions shall be taken to protect the structure from overheating and fire.
- J. At the end of the required curing period protection may be removed, but in such a manner that the drop in temperature of any portion of the concrete will be gradual and not exceed 30°F in the first 24 hours.
- K. For concrete placed within cofferdams and cured by flooding with water, the above conditions may be waived provided that the water in contact with the concrete is not permitted to freeze. De-watering shall not be carried out until the ENGINEER determines that the concrete has cured sufficiently to withstand freezing temperatures and hydrostatic pressure.
- L. The CONTRACTOR shall be wholly responsible for the protection of the concrete during cold weather operations. Any concrete injured by frost action or overheating shall be removed and replaced at the CONTRACTOR's expense.

#### 2.13 **FORMS**

- A. Forms shall be so designed and constructed that they may be removed without injuring the concrete.
- B. Unless otherwise specified, forms for exposed surfaces shall be made of plywood, hard-pressed fiberboard, sized and dressed tongue-and-groove lumber, or metal in which all bolt and rivet holes are countersunk, so that a plane, smooth surface of the desired contour is obtained.
- C. Forms shall be inspected immediately prior to the placing of concrete. Dimensions shall be checked carefully and any bulging or warping shall be remedied and all debris and standing water within the forms shall be removed.
- D. Forms shall be constructed true to line and grade.

**PART 3 - EXECUTION** 

## 3.01 GENERAL

- A. All concrete shall be placed before it has taken its initial set and, in any case, within 30 minutes after mixing. Concrete shall be placed in such a manner as to avoid segregation of coarse or fine portions of the mixture, and shall be spread in horizontal layers when practicable. Special care shall be exercised in the bottom of slabs and girders to assure the working of the concrete around nests of reinforcing steel, so as to eliminate rock pockets or air bubbles. Enough rods, spades, tampers and vibrators shall be provided to compact each batch before the succeeding one is dumped and to prevent the formation of joints between batches.
- B. Extra vibrating shall be done along all faces to obtain smooth surfaces. Care shall be taken to prevent mortar from splattering on forms and reinforcing steel and from drying ahead of the final covering with concrete.
- C. Dropping the concrete a distance of more than five (5) feet or depositing a large quantity at any point and running or working it along the forms will not be permitted. The placing of concrete shall be so regulated that the pressures caused by wet concrete shall not exceed those used in the design of the forms.
- D. High frequency internal vibrators of either the pneumatic, electrical, or hydraulic type shall be used for compacting concrete in all structures. The number of vibrators used shall be ample to consolidate the fresh concrete within 15 minutes of placing in the forms. In all cases, the CONTRACTOR shall provide at least two concrete vibrators for each individual placement operation (one may be a standby), which shall conform to the requirements of these Specifications. Prior to the placement of any concrete, the CONTRACTOR shall demonstrate that the two vibrators are in good working order and repair and ready for use.
- E. The vibrators shall be an approved type, with a minimum frequency of 5,000 cycles per minute and shall be capable of visibly affecting a properly designed mixture with a one inch slump for a distance of at least 18 inches from the vibrator.
- F. Vibrators shall not be held against forms or reinforcing steel nor shall they be used for flowing the concrete or spreading it into place. Vibrators shall be so manipulated as to produce concrete that is free of voids, is of proper texture on exposed faces, and of maximum consolidation. Vibrators shall not be held so long in one place as to result in segregation of concrete or formation of laitance on the surface.
- G. Concrete shall be placed continuously throughout each section of the structure or between indicated joints. If, in any emergency, it is necessary to stop placing concrete before a section is completed, bulkheads shall be placed as the ENGINEER may direct and the resulting joint shall be treated as a construction joint.
- H. The presence of areas of excessive honeycomb may be considered sufficient cause for rejection of a structure. Upon written notice that a given structure has been rejected, the rejected WORK shall be removed and rebuilt, in part or wholly as specified, at the CONTRACTOR's expense.

## 3.02 PUMPING CONCRETE

A. Concrete may be placed by pumping if the CONTRACTOR demonstrates that the pumping equipment to be used will effectively handle the particular class of concrete with the slump and air content specified and that it is so arranged that no vibrations result that

- might damage freshly placed concrete. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced.
- B. When pumping is completed, the concrete remaining in the pipeline, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned. Slump tests shall be taken at the discharge end of the pipe.

## 3.03 EXPANSION JOINTS

- A. Expansion joints shall be located and formed as required on the Drawings.
- B. Open Joints. Open joints shall be placed in the location shown on the Drawings and shall be formed. The form shall be removed without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint, unless so specified on the Drawings.
- C. Filled Joints. Unless otherwise shown on the Drawings, expansion joints shall be constructed with pre-molded expansion joint filler with a thickness equal to the width of the joint.
- D. The joint filler shall be cut to the same shape and size as the adjoining surfaces. It shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.
- E. Immediately after the forms are removed, the expansion joints shall be inspected carefully. Any concrete or mortar that has sealed across the joint shall be removed.
- F. Joint sealer for use in deck joints shall be of the type shown on the Drawings conforming to the requirements of Article 2.04 (Joint Filler) of this Section. The faces of all joints to be sealed shall be free of foreign matter, paint, curing compound, oils, greases, dirt, free water, and laitance.
- G. Elastomeric Compression Seals. The joint seal shall be shaped as shown on the Drawings. It shall be installed by suitable hand or machine tools and thoroughly secured in place with a lubricant-adhesive recommended by the seal manufacturer. The lubricant-adhesive shall cover both sides of the seal over the full area in contact with the sides of the joint.
- H. The seal shall be in one piece for the full width of the joint. Any joints at curbs shall be sealed adequately with additional adhesive.
- I. The seal may be installed immediately after the curing period of the concrete. Temperature limitations of the lubricant-adhesive as guaranteed by the manufacturer shall be observed.
- J. Strip Seals. Expansion joint strip seals shall be as shown on the Drawings, and composed of a steel extrusion and an extruded strip seal. The steel shall conform to ASTM A242 or A588. Strip seals shall be one piece for the length of the joint.
- K. Installation of the expansion joints shall be in accordance with the manufacturer's recommendations, except that the joint opening shall be adjusted for the dimensions indicated on the Drawings.

## 3.04 PIPES, CONDUITS, AND DUCTS

A. Pipes, conduits, and ducts that are to be encased in concrete shall be installed in the forms by the CONTRACTOR before the concrete is placed. Unless otherwise indicated, they shall be standard, lightweight cast-iron water pipe or wrought iron. They shall be held rigidly so they will not be displaced during concrete placement.

## 3.05 FINISHING CONCRETE SURFACES

A. Exposed concrete surfaces shall be finished as described in the Drawings.

## 3.06 CURING CONCRETE

- A. Water Curing:
  - All concrete surfaces shall be kept wet for at least seven (7) days after placement if Type I or II cement has been used or for three days if Type III cement has been used. Concrete shall be covered with wet burlap, cotton mats, or other materials meeting the requirements of AASHTO M 171 immediately after final finishing of the surface. These materials shall remain in place for the full curing period or they may be removed when the concrete has hardened sufficiently to prevent marring. The surface shall immediately be covered with sand, earth, straw, or similar materials.
  - 2. In either case the materials shall be kept thoroughly wet for the entire curing period. All other surfaces, if not protected by forms, shall be kept thoroughly wet, either by sprinkling or by the use of wet burlap, cotton mats, or other suitable fabric, until the end of the curing period. If wood forms are allowed to remain in place during the curing period, they shall be kept moist at all times to prevent opening at joints.
- B. Membrane Curing. Liquid membrane curing compound meeting the requirements of AASHTO M 148, Type I, may be permitted, subject to approval by the ENGINEER. Compounds utilizing linseed oil shall not be used. All finishing of concrete surfaces shall be performed to the satisfaction of the ENGINEER prior to applying the impervious membrane-curing compound. The concrete surfaces must be kept wet with water continuously until the membrane has been applied. The manufacturer's instructions shall be carefully followed in applying the membrane. In all cases, the membrane-curing compound must always be thoroughly mixed immediately before application. If the membrane becomes marred, worn, or in any way damaged, it must immediately be repaired by wetting the damaged area thoroughly and applying a new coat of the impervious membrane-curing compound. Membrane curing will not be permitted for concrete slabs that are to be covered with waterproof membranes, for polymer modified concrete or at construction joints.

## 3.07 BACKFILLING

- A. Unbalanced backfilling against concrete structures will not be permitted until the concrete has attained a compressive strength of not less than 80% of the ultimate strength (f '<sub>C</sub>) shown on the Drawings.
- B. The compressive strength shall be determined from informational test cylinders cured on the site under similar conditions of temperature and moisture as the concrete in the structure.

## 3.08 CLEANING UP

A. Upon completion of the structure and before final acceptance, the CONTRACTOR shall remove all falsework. Falsework piling shall be removed or cut off at least two feet below the finished ground line.

## **SECTION 03302 - CONCRETE STRUCTURES**

## **PART 1 – GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

## 1.02 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment and mobilization and demobilization for any equipment necessary for furnishing and installing concrete structures in accordance with these Specifications and in reasonably close conformity with the lines, grades, details, and locations shown on the Drawings or established by the ENGINEER.
- B. Concrete structures for this project include the reinforced gym floor slab and the exterior concrete door landing.

## 1.03 SUBMITTALS

- A. Concrete mix design.
- B. Material Certificates: For each of the following, signed by manufacturer:
  - 1. Form-release agents.
  - 2. Reinforcing steel.

## **PART 2 - PRODUCTS**

## 2.01 MATERIALS

- A. Portland Cement shall conform to the requirements of AASHTO M 85.
- B. Aggregate shall be clean, durable, uniformly graded sand and gravel, or crushed stone, 100 percent passing a 1 1/2 inch sieve and containing not more than five percent passing a U.S. No. 200 sieve.
- C. Air-entraining admixtures shall conform to the requirement of AASHTO M 154.
- D. Water shall be obtained from the COH potable water system, unless otherwise permitted in writing by the ENGINEER.
- E. Curing materials shall conform to the requirements of AASHTO M 182, AASHTO M 171, or AASHTO M 148, as appropriate, except that AASHTO M 148 is modified to prohibit the use of compounds utilizing linseed oil.
- F. Reinforcing Steel shall conform to the requirements of AASHTO M 31..

## 2.02 COMPOSITION OF CONCRETE

- A. Portland cement concrete will be accepted on the basis of certification.
- B. The concrete shall contain three to six percent of entrained air, as determined by AASHTO T 152. Concrete shall have a slump of not more than four inches as determined by AASHTO T 119.

#### **SECTION 03302 - CONCRETE STRUCTURES**

- C. Concrete shall contain not less than 564 pounds of cement and not more than 277 pounds of water per cubic yard.
- D. The concrete shall develop a minimum compressive strength of 3,000 psi in 28 days.
- E. The concrete shall be subject to acceptance or rejection by visual inspection by the ENGINEER at the job site. Re-tempering concrete will not be permitted.
- F. The CONTRACTOR shall submit for approval the following:
  - 1. The type and sources of aggregates and cement.
  - 2. Scale weights of each aggregate proposed as pounds per cubic yard of concrete.
  - 3. Quantity of water proposed as pounds per cubic yard of concrete.
  - 4. Quantity of cement proposed as pounds per cubic yard of concrete.
  - 5. Air content.
  - 6. Slump.
- G. When a commercial supplier is used, the CONTRACTOR shall furnish a certification with each truckload of concrete certifying that the material and mix proportions used are in conformance with the approved mixture.
- H. The ENGINEER may make and test cylinders for strength determinations.

## **2.03 FORMS**

A. Forms shall be designed and constructed to be removed without injuring the concrete. They shall be free of bulge and warp, and constructed so the finished concrete will be of the form and dimensions shown on the Drawings, and true to line and grade. Forms for concrete containing a retarding admixture shall be designed for a lateral pressure equal to that exerted by a fluid weighing 150 pounds per cubic foot.

## **PART 3 - EXECUTION**

# 3.01 PLACING CONCRETE

- A. Concrete shall be placed to avoid segregation of materials and shall be consolidated with mechanical vibrators.
- B. When concrete is placed by the pumping method or by tremie operations, the use of aluminum pipe or conduit for transporting the concrete shall not be permitted.
- C. The intervals between delivery of batches for a single pour shall not exceed 30 minutes.
- D. When placing concrete at or below an atmospheric temperature of 35°F the CONTRACTOR shall comply with the applicable requirements of American Concrete Institute.

# 3.02 FINISHING CONCRETE SURFACES

A. All exterior concrete surfaces shall have an ordinary steel trowel finish. , except "Concrete International Corporation" Ashford formula shall be used as a curing compound.

# **SECTION 03302 - CONCRETE STRUCTURES**

# 3.03 CURING CONCRETE

A. All concrete will be cured a minimum of seven days, or, if high early strength cement is used, a minimum of three days. The concrete shall be cured in accordance with American Concrete Institute.

**END OF SECTION** 

#### **SECTION 03303 - CONCRETE SLAB**

#### **PART 1 – GENERAL**

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Reference Section 03300 Site Concrete and Section 03302 Concrete Structures.

## 1.02 DECRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary for furnishing and installing a new reinforced gym floor and exterior concrete door slab as shown on the Drawings.
- B. The WORK also includes the installation of epoxy anchored dowels from the new gym floor slab section into the existing concrete gym floor and existing gym concrete foundation walls as shown on the Drawings.

## 1.03 SUBMITTALS

- A. Construction Joint Layout Plan: Indicate proposed construction joints for interior gym floor concrete slab as indicated in the Drawings and as required to be constructed on the Project.
  - Location and layout of gym floor slab joints is subject to the approval of the ENGINEER.
- B. Epoxy resin material certification and product data.

#### **PART 2 - PRODUCTS**

## 2.01 MATERIALS

- A. Materials shall conform to the requirements of Section 03300 Site Concrete, except "Concrete International Corporation" Ashford Formula, or approved equal, shall be used instead of the specified curing materials.
- B. Joint fillers shall conform to requirements of Section 03300 Site Concrete.
- C. Epoxy adhesive and resin for anchoring the gym floor dowels.

## **PART 3 - EXECUTION**

## 3.01 METHODS OF CONSTRUCTION

- A. Concrete Slabs shall conform to the applicable requirements of Section 03300 Site Concrete, and as shown on the Drawings, except "Concrete International Corporation" Ashford formula, or approved equal, shall be used as a curing compound.
  - 1. The curing compound shall be sprayed on the surface with a low-pressure sprayer immediately following the finishing operation.
  - 2. The entire surface shall be kept wet for 30 minutes by brooming excess material onto the dry spots or by re-spraying them immediately. No areas on the concrete surface shall be allowed to dry during the initial 30 minute period.

#### **SECTION 03303 - CONCRETE SLAB**

- 3. As the curing compound begins to dry into the surface and becomes slippery, lightly sprinkle the surface with water to aid the penetration of the curing compound and to bring any alkali to the surface.
- 4. After 30 to 40 minutes, squeegee or broom the surface to remove any excess curing compound and alkali or other impurities brought to the surface. All WORK required for the application of the curing compound shall conform to the manufacturer's recommendations.
- B. All exposed or unprotected edges of sidewalks shall be tooled to a radius of not more than one-half inch. After floating, trowel finish the entire surface using steel trowels. Final finish shall be obtained by brooming the surface, including the tooled edge, to a gritty finish after all free moisture has disappeared from the surface. Sprinkling of cement or sand for blotting will not be permitted.
- C. Expansion joints shall be placed at a maximum of 30-foot intervals, along all structures and about all features that project into, through, or against the concrete.
- D. Expansion joint material shall conform to the requirements of AASHTO M 213. This material shall extend the full width of the structure and shall be cut to such dimensions that the base of the expansion joint shall extend to the subgrade and the top shall be depressed not less than one-quarter inch nor more than one-half inch below the finished surface of the concrete. The material shall be one piece in the vertical dimension and shall be securely fastened to the existing concrete face against which fresh concrete is to be poured.
- E. Joints shall be cleared of all gravel and loose material. Joint surfaces shall be kept clean and dry during sealing. Sealing shall be done in accordance to manufacturer's recommendations. Sealant placed incorrectly shall be removed and replaced at the CONTRACTOR's expense.
- F. Transverse contraction joints, cut to a depth of ¼ of the sidewalk thickness prior to the final set of the concrete. The joints shall be tooled in the slabs as shown on the Drawings.
- G. The CONTRACTOR shall protect all newly placed concrete from damage of any kind to prevent disfigurement during the curing period. Damaged concrete shall be repaired or replaced to the ENGINEER's satisfaction at no additional cost to the OWNER.
- H. Epoxy dowels shall be installed per manufacturers recommendations.

**END OF SECTION** 

## **SECTION 03304 - REMOVAL OF CONCRETE STRUCTURES**

# **PART 1 – GENERAL**

## 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

## 1.02 DESCRIPTION

A. The WORK under this section includes providing all labor, materials, tools, and equipment and mobilization and demobilization for any equipment necessary for removing and disposing of the existing concrete gym floor slab and exterior concrete slab as indicated on the Drawings or as directed by the ENGINEER.

PART 2 - PRODUCTS (Not Used)

#### **PART 3 - EXECUTION**

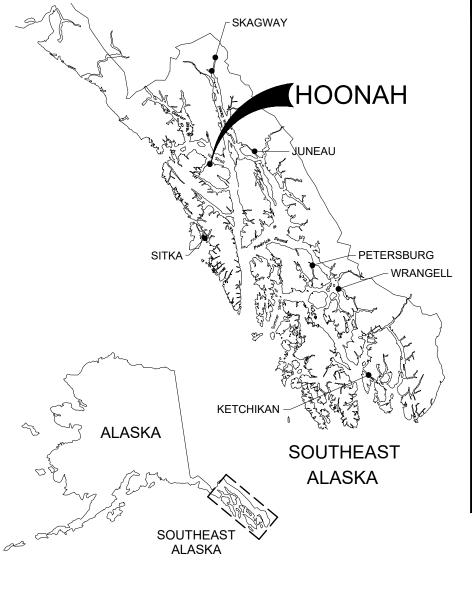
## 3.01 CONSTRUCTION

A. The CONTRACTOR shall deliver the removed concrete material to an approved concrete disposal site. Coordination and arrangements with the COH City Administrator for disposal of concrete will be required.

**END OF SECTION** 

# CITY OF HOONAH HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS HOONAH AK

HOONAH, AK





HOONAH VICINTY

SHEET TITLE:

COVER SHEET

**CONSTRUCTION DOCUMENTS** 

HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

HOONAH, ALASKA







DESIGN
DRAWN
CHECKED
DATE
PROJECT No.
10307.24014
SHEET NUMBER
COO'

CITY ADMINISTRATOR
DENNIS H. GRAY, JR.

RATOR MAYOR
BILL MILLER

**SHEET INDEX** 

**COVER SHEET** 

GENERAL NOTES.

ABBREVIATIONS & SYMBOLS

SURVEY CONTROL DIAGRAM

**EXISTING CONDITIONS** 

**EXISTING SITE PHOTOS** 

TRUCK HAUL ROUTE

**DEMOLITION PLAN** 

**DEMOLITION DETAILS** 

GYM FLOOR REPAIR PLAN

GYM STRIPING PLAN

STRIPING DETAILS

SITE SECTIONS

SITE SECTIONS

**BUILDING ELEVATIONS** 

CIVIL DETAILS

STRUCTURAL DETAILS

STRUCTURAL DETAILS

C001

C002

C003

C100

C101 - C102

C103

C104

C105

C200

C201

C202

C300

C301

C302

C400

S400

S401

# HOONAH CITY COUNCIL MEMBERS

AMELIA WILSON (VICE-MAYOR) STAN SAVLAND SHAWN MCCONNELL DUANE JACK SR. MARY ERICKSON

APPROVED BY	,			
CITY ADMINISTRATOR				
SIGNATURE	DATE			
MAYOR				
SIGNATURE	DATE			

- GYM FLOOR FINISH GRADES SHOWN ON THESE PLANS ARE SUBJECT TO MINOR REVISIONS
- LOCATION OF BELOW SLAB PIPING IS BASED UPON AVAILABLE RECORD DRAWINGS.
- THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND SEWER, WATER, AND FUEL UTILITIES SHOWN ON THESE PLANS WERE DERIVED FROM CITY OF HOONAH AS-BUILTS OR FIELD LOCATES, ACTUAL LOCATIONS MAY VARY FROM THOSE SHOWN, THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROTECTING, AND MAINTAINING THE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE RESULTING TO THESE UNDERGROUND UTILITIES DURING CONSTRUCTION SHALL BE PAID FOR BY THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT, CALL 907-945-3355 BEFORE YOU DIG.
- CONTRACTOR SHALL ENSURE GARBAGE PICKUP, FUEL DELIVERIES, SUPPLY DELIVERIES AND OTHER SERVICES WILL BE UNINTERRUPTED TO THE CITY OF HOONAH SCHOOL
- 6. ALL ITEMS DESIGNATED TO BE REMOVED SHALL BE DISPOSED OF AT A DISPOSAL SITE WITHIN HOONAH AS APPROVED BY THE CITY OF HOONAH.
- THE CONTRACTOR SHALL NOTIFY CITY OF HOONAH PUBLIC WORKS DEPARTMENT OF 907-945-3355 OF PROPOSED WATER SERVICE INTERRUPTION AT LEAST 48 HOURS PRIOR TO SHUT DOWN OR FLUSHING OF MAINLINE WATER PIPE.
- CONTRACTOR SHALL REFERENCE ALL EXISTING PROPERTY CORNER MONUMENTS PRIOR TO CONSTRUCTION THAT WILL BE DISTURBED DURING THIS WORK AND REMONUMENT AFTER REGRADING OPERATIONS. ALL WORK SHALL BE DONE BY, OR UNDER THE DIRECTION OF AN ALASKA REGISTERED LAND SURVEYOR. ALL EXISTING PROPERTY CORNERS ARE NOT NECESSARILY SHOWN ON THE PLANS.
- NO GEOTECHNICAL INVESTIGATION WAS PERFORMED FOR THIS PROJECT. HARDPAN, CLAY, GROUNDWATER, LARGE BOULDERS, BEDROCK, STUMPS, LOGS ORGANICS, AND OTHER NATIVE MATERIALS MAY BE ENCOUNTERED AT VARIOUS DEPTHS DURING SITE GRADING
- 10. THE CONTRACTOR'S HOURS OF OPERATION SHALL BE IN COMPLIANCE WITH THE CITY OF HOONAH NOISE ORDINANCE.
- 11. THE LAST DAY OF SCHOOL FOR THE CITY OF HOONAH SCHOOLS IS MAY 16, 2024. CONTRACTOR CAN BEGIN DEMOLITION WORK ON MAY 17, 2024.
- 12. AREA OF GROUND DISTURBANCE IS LESS THAN 1 ACRE.

**ABBREVIATIONS** 

ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

APPROX. APPROXIMATE CB CATCH BASIN CUBIC FOOT CJ CONTROL JOINT CL CENTERLINE CLR CLEAR DISTANCE CO CLEANOUT COH CITY OF HOONAH CONT CONTINUOUS

CONC. CONCRETE CP CONTROL POINT CTE CONNECT TO EXISTING DIA. DIAMETER

DIP DUCTILE IRON PIPE EASTING E-**ELEVATION** ELEC. ELECTRIC EXP EXPANSION EXIST FXISTING GP GRADE POINT

GRVL GRAVEL G۷ GATE VALVE HP HIGH POINT ΙE INVERT ELEVATION LB LF POUND LINEAR FOOT LT. LEFT

MAX. MAXIMUM MAPLE FLOORING MANUFACTURERS ASSOCIATION

MIN. MINIMUM MILIMETER MPH MILES PER HOUR MTE MATCH TO EXISTING NORTHING NOT IN CONTRACT NTS NOT TO SCALE

PSF POUNDS PER SQUARE FOOT PVC POLYVINYL CHLORIDE PIPE

RADIUS REQ'D REQUIRED RT. RIGHT ROW RIGHT-OF-WAY SQFT SQUARE FOOT

ssco SANITARY SEWER CLEANOUT STD. STANDARD

SQUARE YARD TBM TEMPORARY BENCH MARK

TOP TOP OF PAVEMENT TYP TYPICAL US UNITED STATES **VERT** VERTICAL W/ WITH WATER VALVE WWM WELDED WIRE MESH **SYMBOLS** 

**PROPOSED EXISTING** PROPERTY LINE GYM FLOOR GROUND CONTOUR WATER PIPE WATER VALVE BOX SEWER PIPE SANITARY SEWER CLEANOUT ○ssco STORM DRAIN PIPE STORM DRAIN CATCH BASIN CONCRETE SURFACE **GRAVEL SURFACE** SAWCUT/MTE STRUCTURE

CHAIN LINK FENCE **FUEL LINE GRID LINE** 

GYM FLOOR STRIPING

SHEET TITLE :

**GENERAL NOTES, ABBREVIATIONS & SYMBOLS** 

**CONSTRUCTION DOCUMENTS** 

HOONAH, ALASKA

PROJECT :

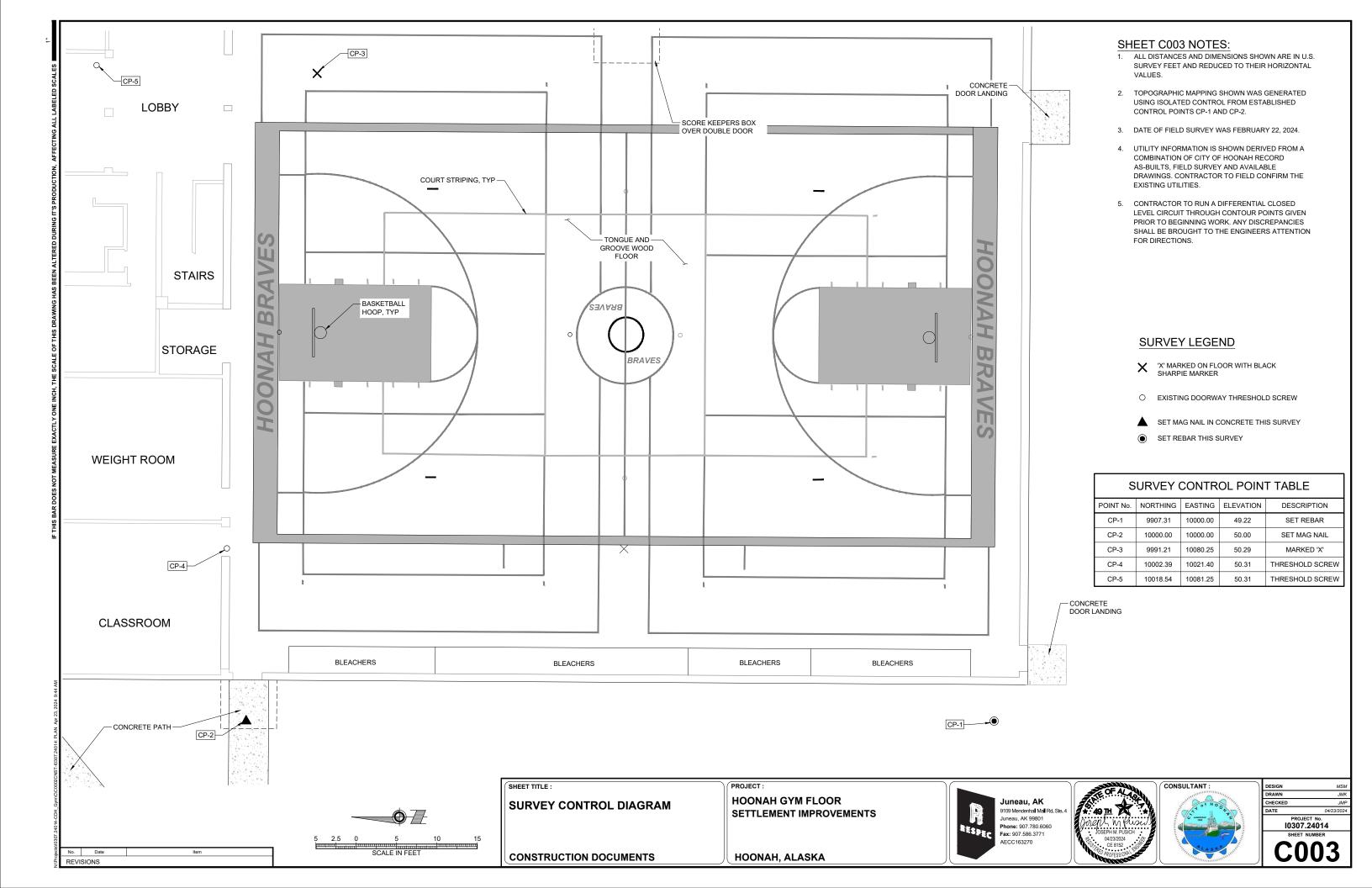






10307.24014

**HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS** 



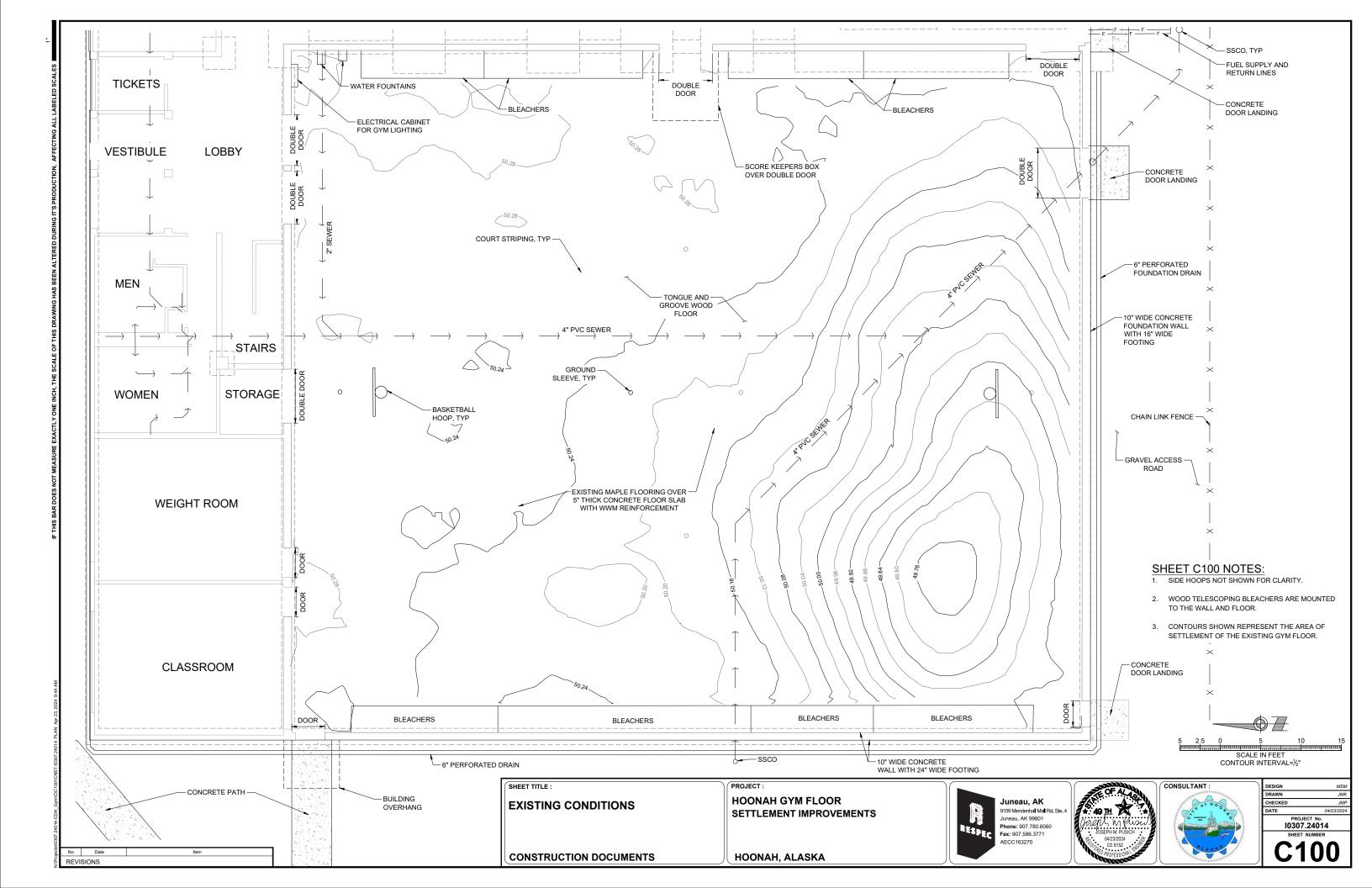


PHOTO 1: VIEW LOOKING SOUTH WEST



PHOTO 2: VIEW LOOKING WEST

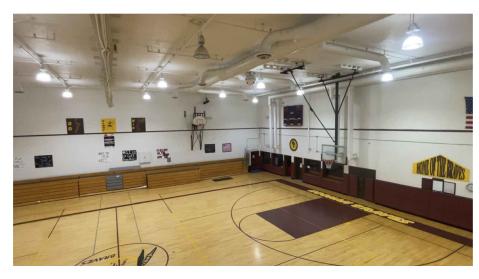


PHOTO 3: VIEW LOOKING NORTH WEST



PHOTO 4: VIEW LOOKING WEST AT DEPRESSION



PHOTO 5: VIEW LOOKING NORTH EAST



PHOTO 6: WEST WALL, VIEW LOOKING EAST

SHEET TITLE :

**EXISTING SITE PHOTOS** 

PROJECT :

**HOONAH GYM FLOOR** SETTLEMENT IMPROVEMENTS

HOONAH, ALASKA









**CONSTRUCTION DOCUMENTS** 



PHOTO 1: ACCESS ROAD VIEW LOOKING WEST



PHOTO 2: ACCESS ROAD VIEW LOOKING EAST



PHOTO 3: WEST WALL & TRUCK HAUL AREA



PHOTO 4: WEST WALL & TRUCK HAUL AREA

SHEET TITLE :

**EXISTING SITE PHOTOS** 

PROJECT:

HOONAH GYM FLOOR SETTLEMENT IMPROVEMENTS

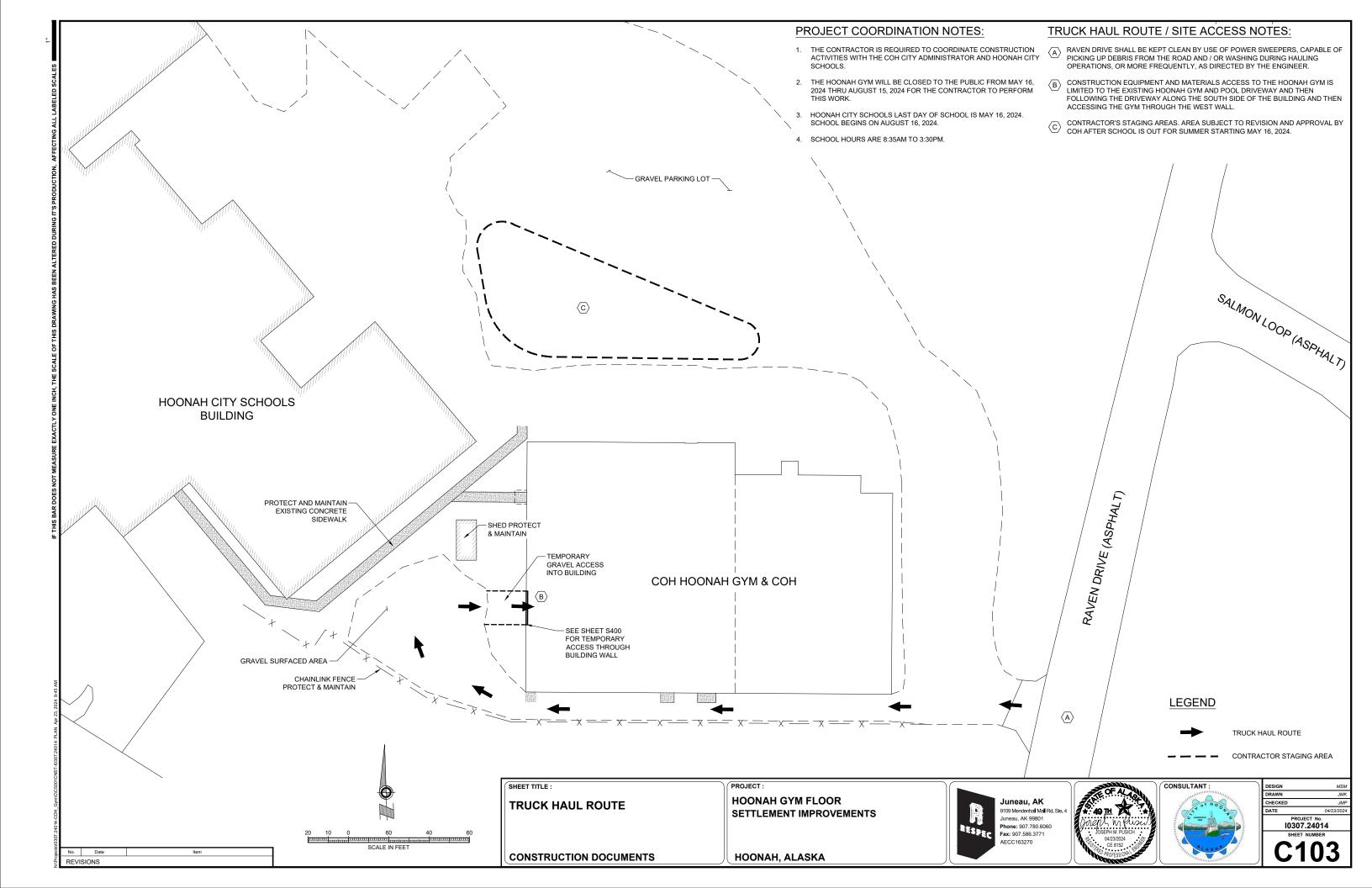


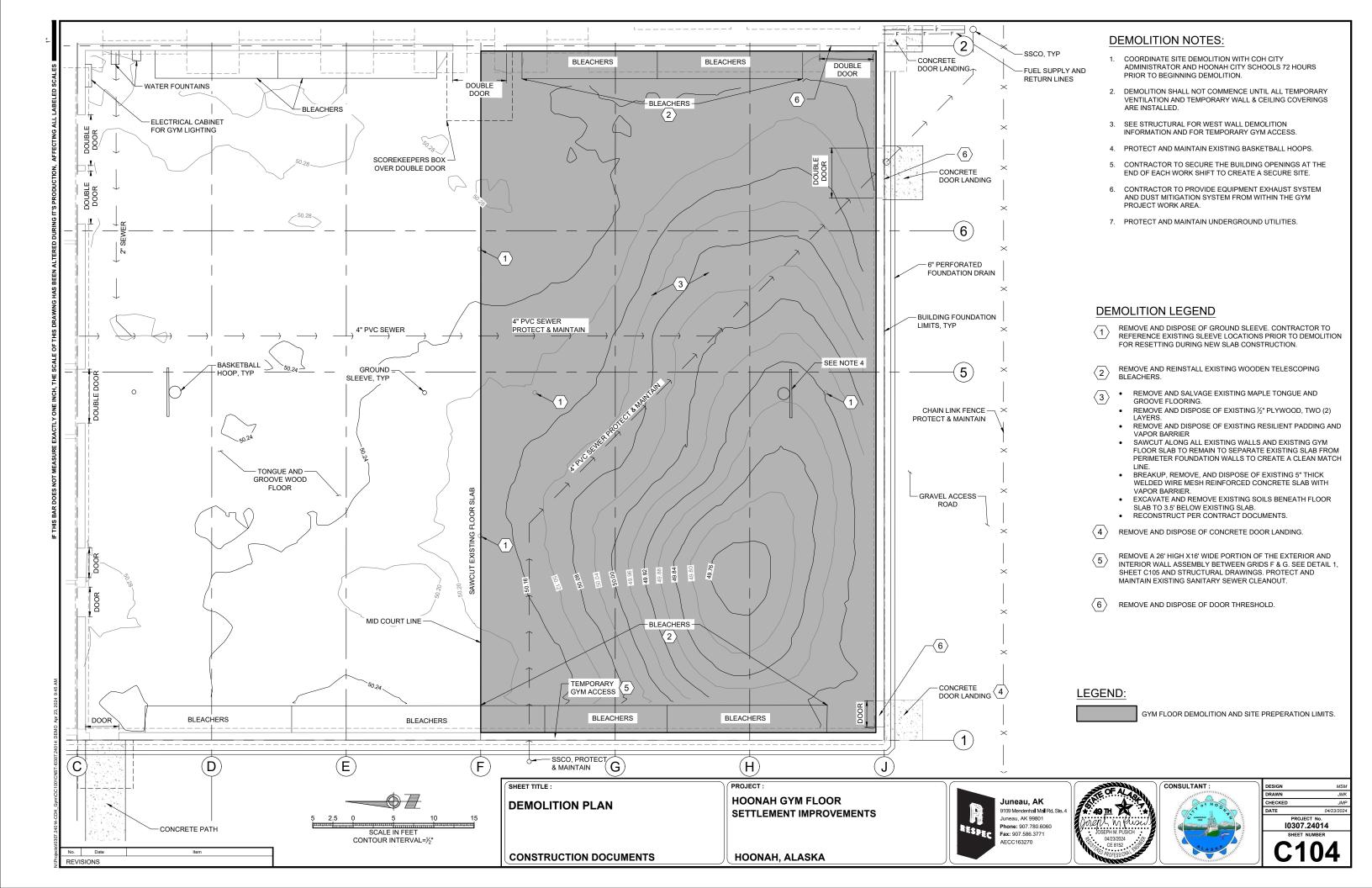


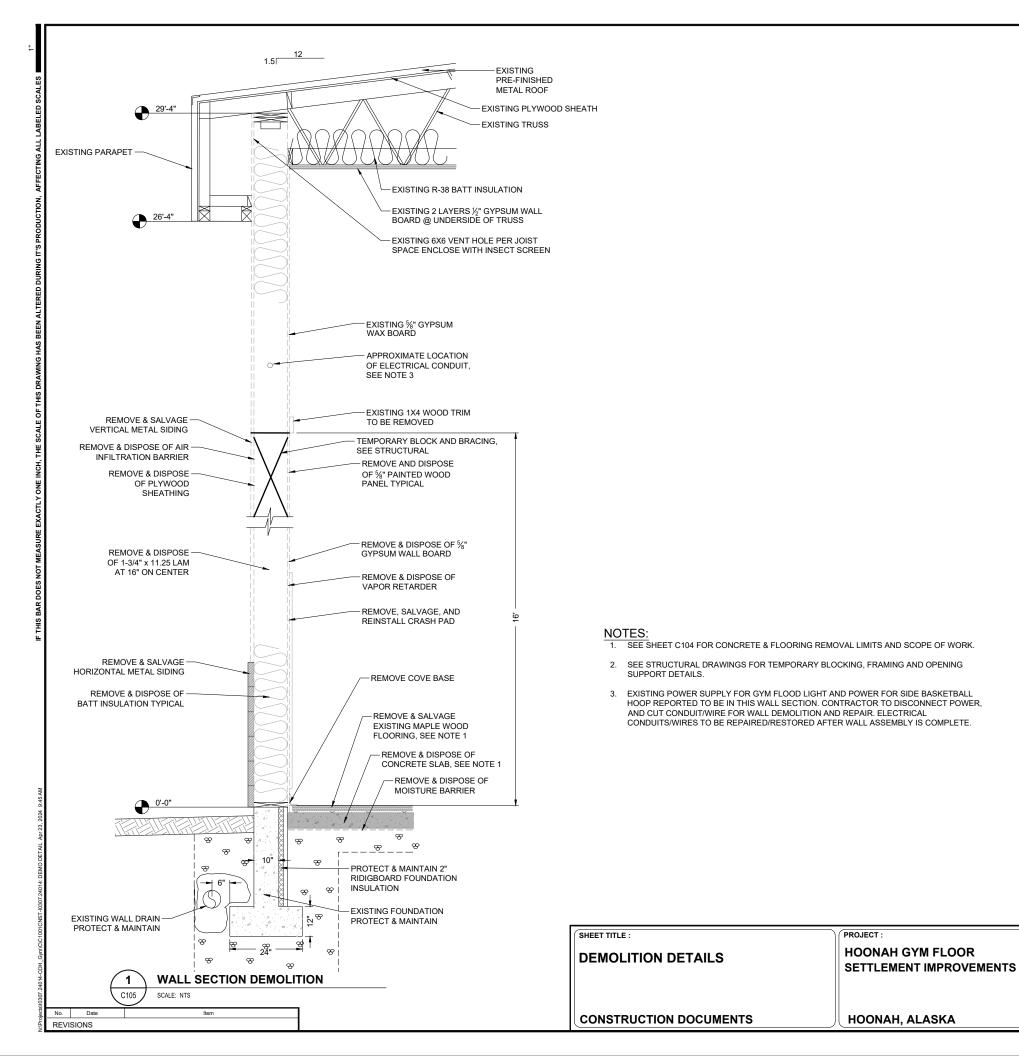
PROJECT No. 10307.24014
SHEET NUMBER
C102

**CONSTRUCTION DOCUMENTS** 

HOONAH, ALASKA







CONSULTANT

10307.24014

Juneau, AK

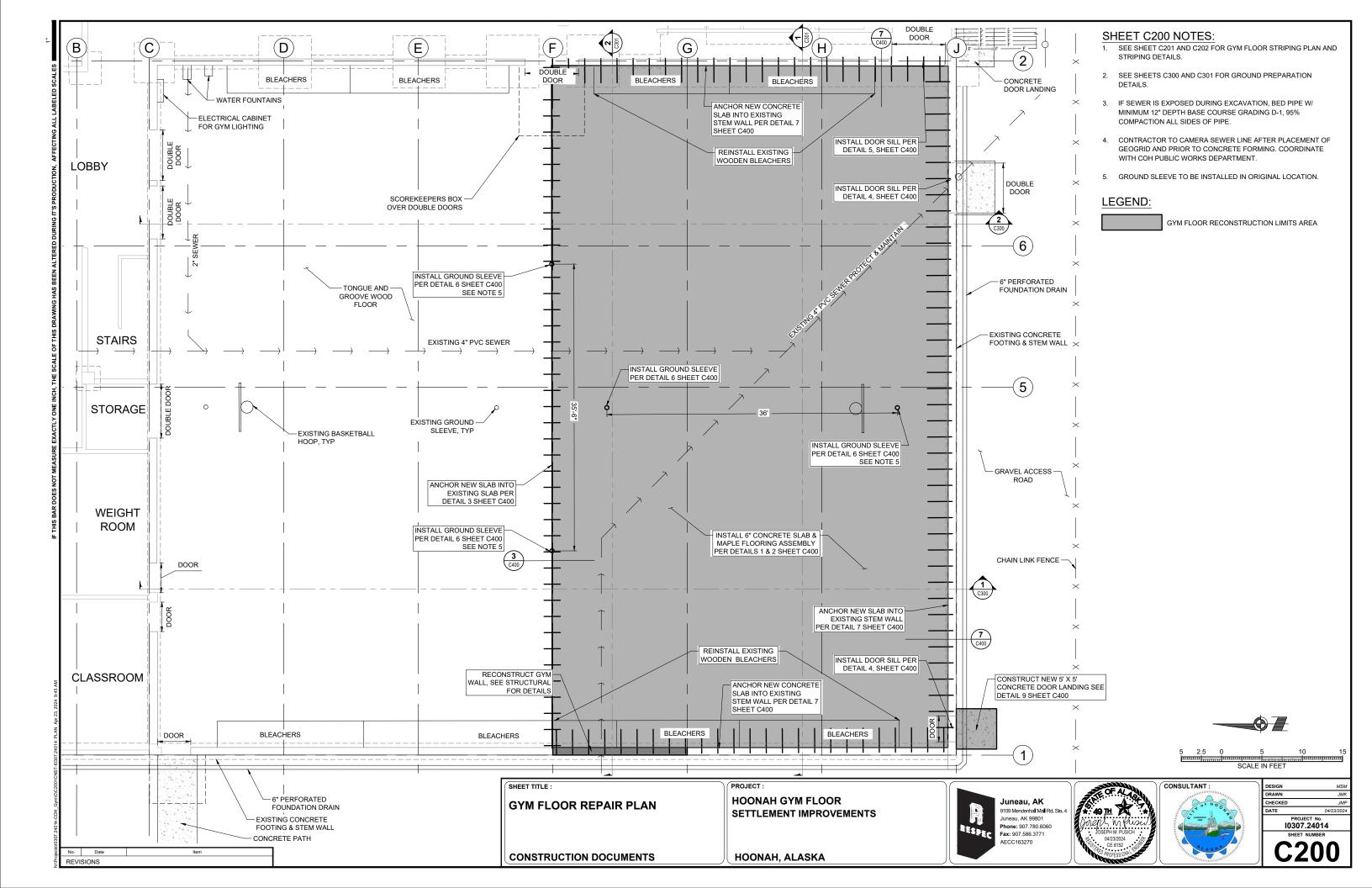
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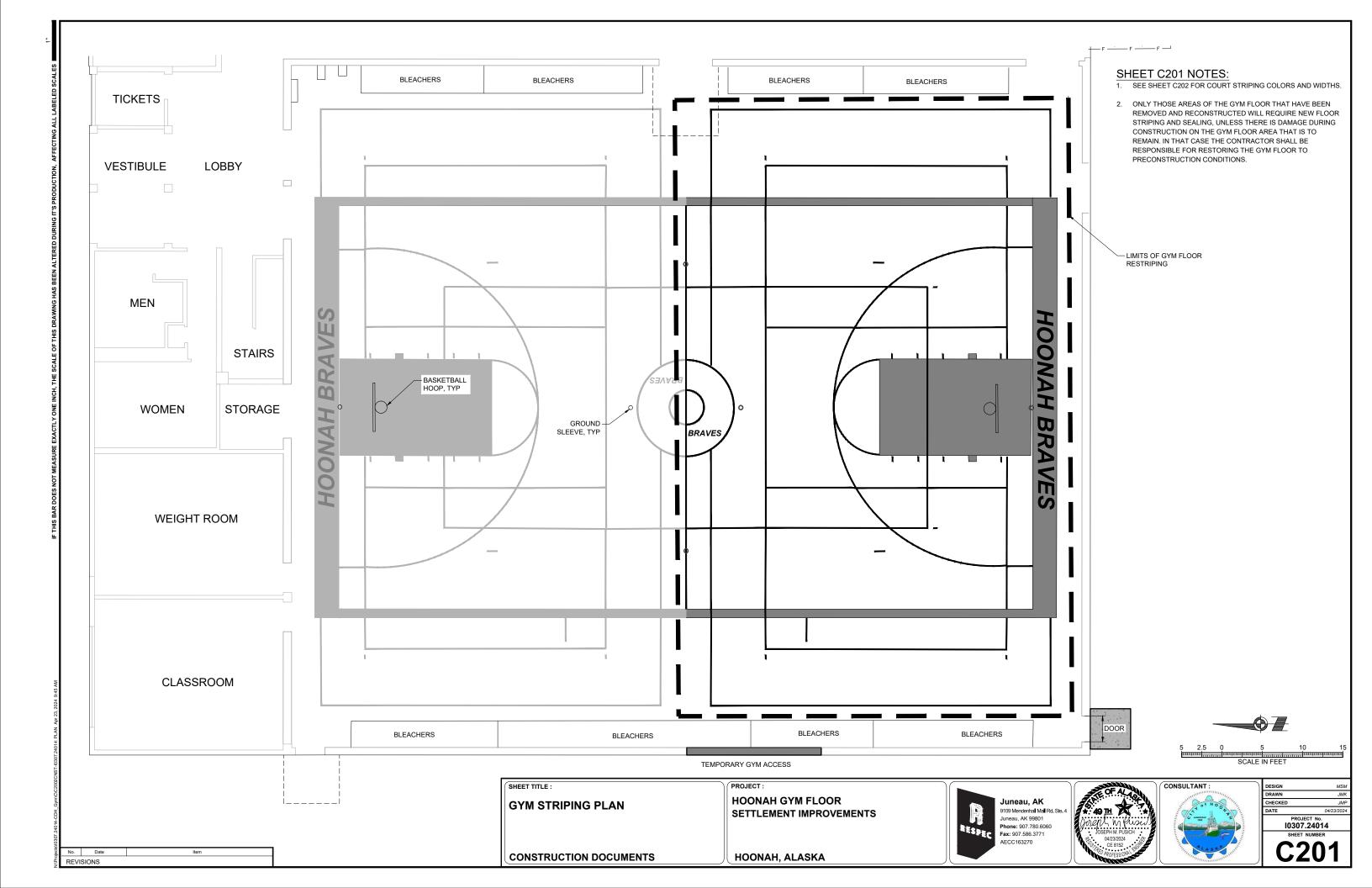
AECC163270

Phone: 907.760.666.3771

Phone: 907.780.6060

9109 Mendenhall Mall Rd. Ste. 4





1. SEE SHEET C201 FOR GYM STRIPING PLAN. VARSITY VOLLEYBALL PRACTICE BASKETBALL VARSITY VOLLEYBALL BLACK VARSITY VOLLEYBALL ALL OTHER 1 1/2" PRACTICE BASKETBALL YELLOW PRACTICE VOLLEYBALL LIGHT GREEM PRACTICE VOLLEYBALL 2. ONLY THOSE AREAS OF THE GYM FLOOR THAT HAVE BEEN REMOVED AND ALL OTHERS RECONSTRUCTED WILL REQUIRE NEW FLOOR STRIPING AND SEALING. 3. ONLY THOSE AREAS OF THE GYM FLOOR THAT HAVE BEEN REMOVED AND RECONSTRUCTED WILL REQUIRE NEW FLOOR STRIPING AND SEALING, UNLESS THERE IS DAMAGE DURING CONSTRUCTION ON THE GYM FLOOR AREA THAT IS TO REMAIN. IN THAT CASE THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE GYM FLOOR TO PRECONSTRUCTION CONDITIONS. 0 -EXISTING STRIPING -PROTECT & MAINTAIN - 29' 6" EXISTING STRIPING PROTECT & MAINTAIN - PRACTICE VOLLEYBALL 3' 0" CENTER COURT PAINTED 12" WIDE ARTWORK TO MATCH BORDERS @ SIDES OF 2' 0" INSIDE RADIUS EXISTING ARTWORK VARSITY BASKETBALL COURT. COLOR PAINT FREE THROW LINE AND TO MATCH EXISTING TOP OF KEY @ VARSITY COURT ONLY COLOR AS SELECTED BY ARCHITECT 6' 0" OUTSIDE RADIUS 6' 0" R OMIT 3 POINT LINE @ PRACTICE COURTS 2" WIDE, 8" DEEP 5' 2" -3' 0" WIDE BORDER @ ENDS OF VARSITY BASKETBALL COURT WITH 18" HIGH LETTERS TO MATCH -12" WIDE , 8" DEEP LETTERS AND LAYOUT OF MARKINGS ON OPPOSITE SIDE 19' 9" — 4'-4" BASKETBALL HOOP -VOLLEYBALL STANDARD -4' 0" INSERT - TYP OF 4 -PRACTICE 42' X 74' PRACTICE BASKETBALL BASKETBALL 50' 0" ( 42' 0" @ PRACTICE COURT) VARSITY BASKETBALL COURT -W/ VOLLEYBALL COURT CENTERED WITHIN VARSITY BASKETBALL COURT STRIPING **VOLLEYBALL COURT STRIPING COURT LINES PLAN** C202 C202 C202 SCALE: NTS SHEET TITLE : **HOONAH GYM FLOOR** Juneau, AK **STRIPING DETAILS** 9109 Mendenhall Mall Rd. Ste. **SETTLEMENT IMPROVEMENTS** 

**HOONAH, ALASKA** 

**CONSTRUCTION DOCUMENTS** 

SHEET C202 NOTES:

LINE HIERARCHY

VARSITY BASKETBALL

10307.24014

LINE WIDTHS

VARSITY BASKETBALL

LINE COLORS

VARSITY BASKETBALL

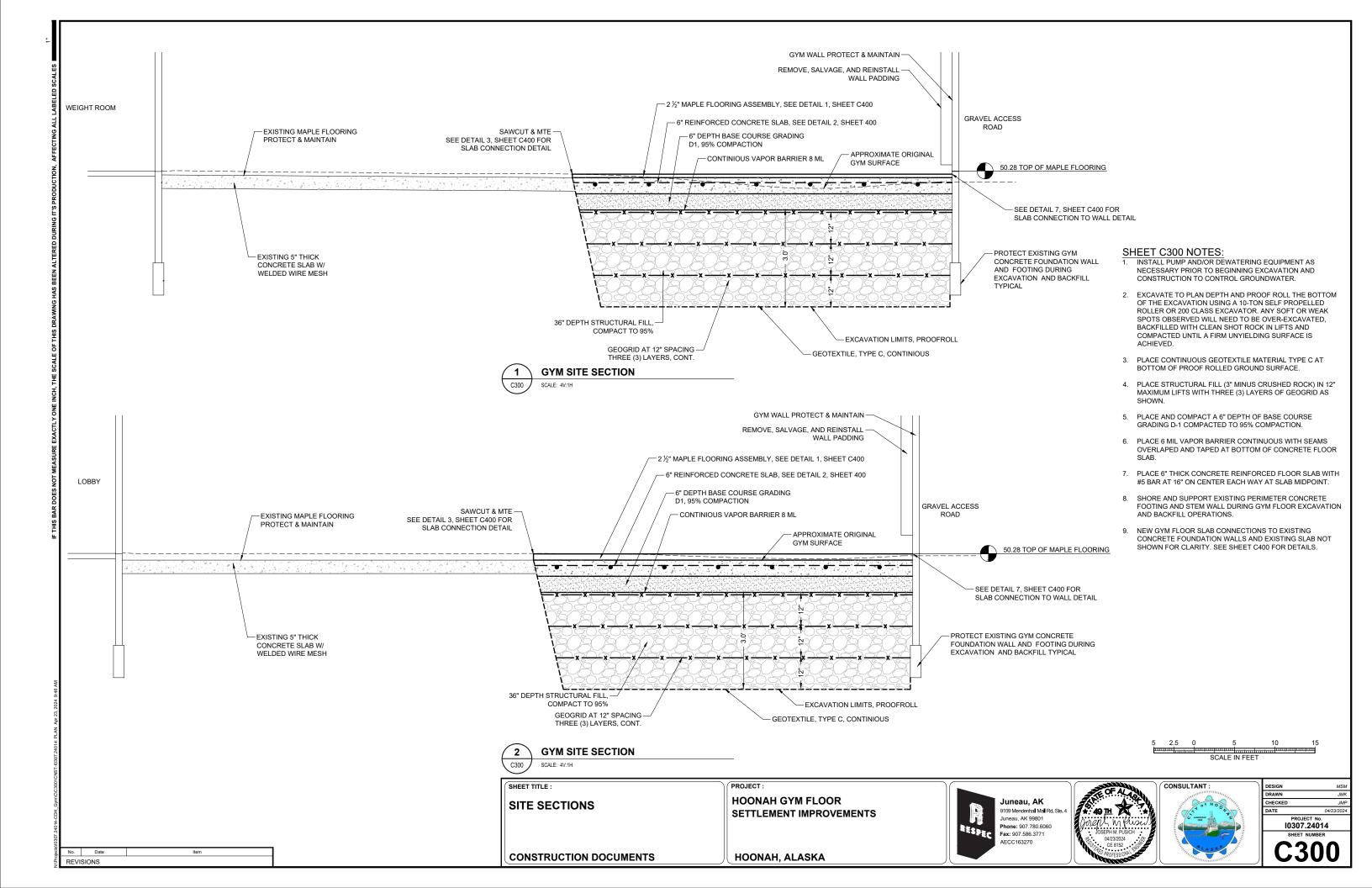
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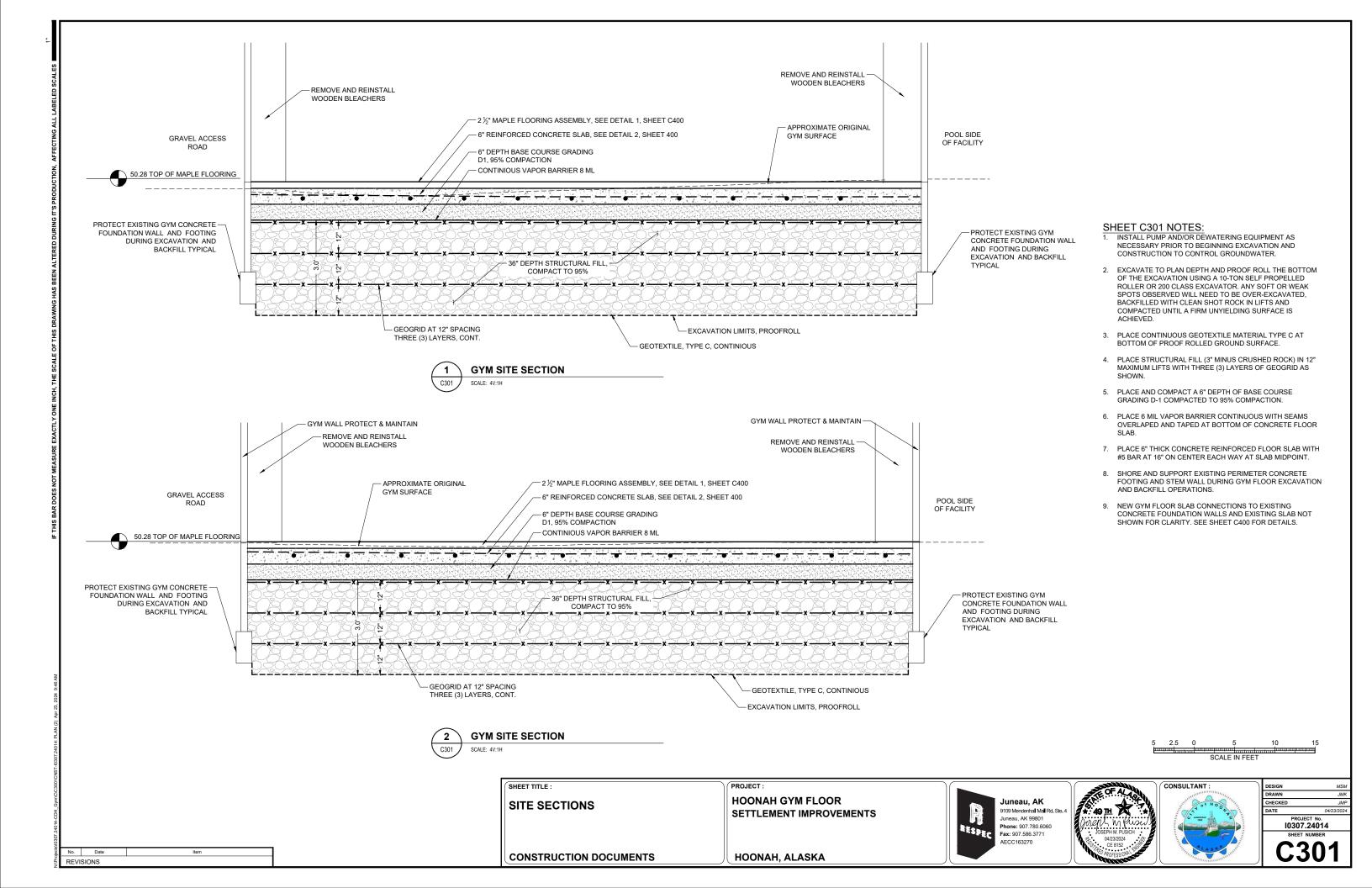
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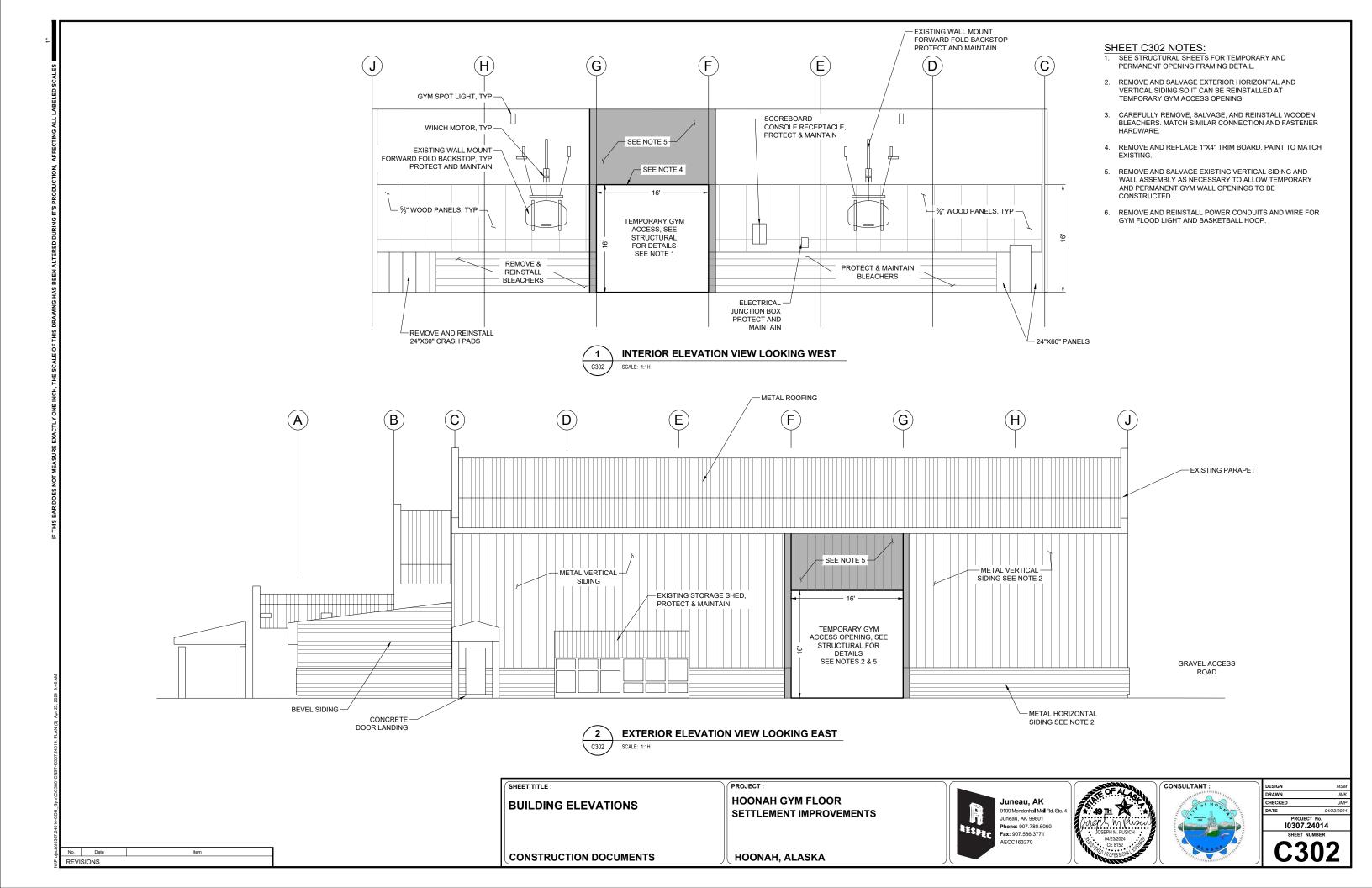
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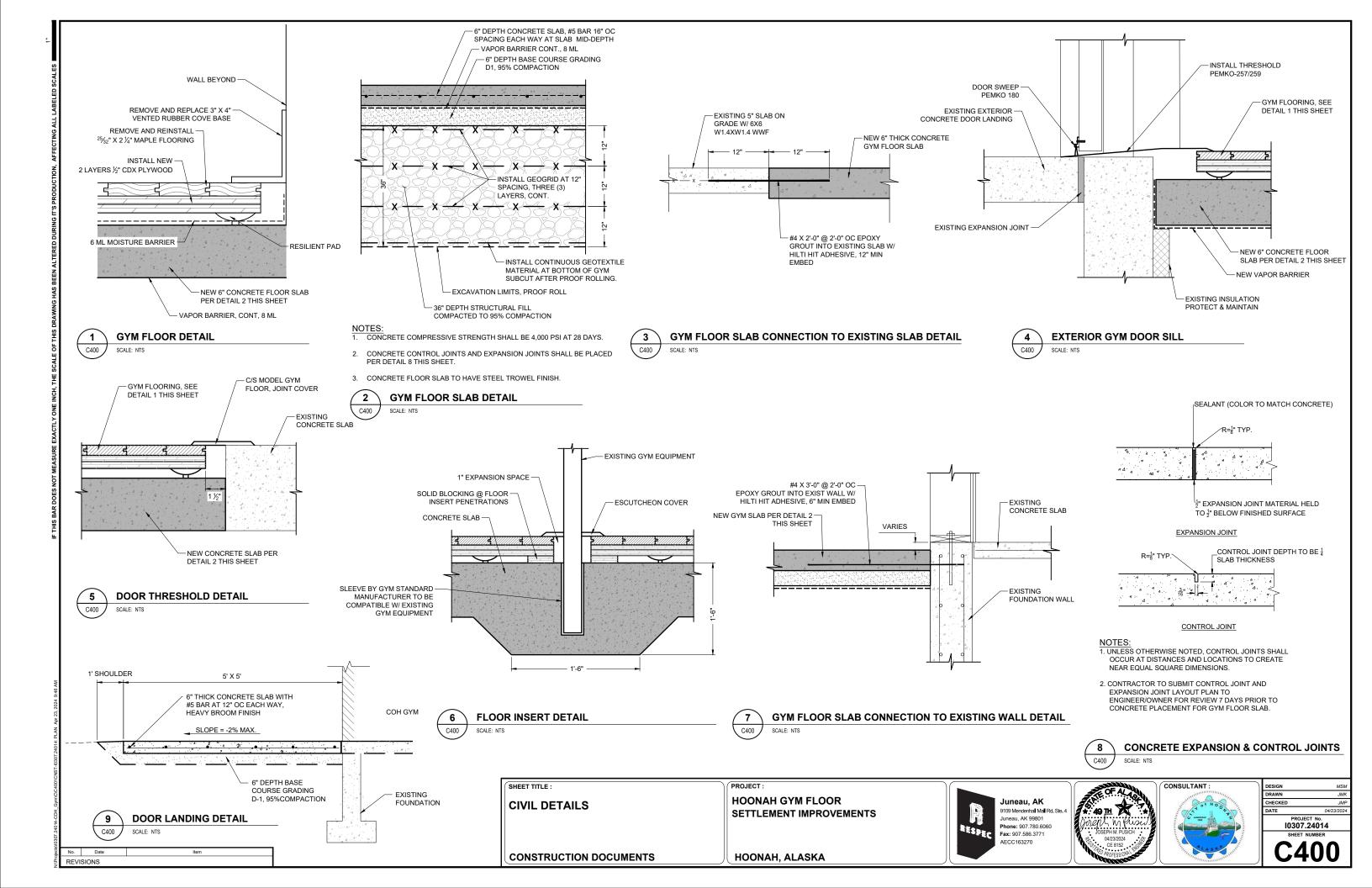
Phone: 907.780.6060

RESPEC









2. LIVE LOADS:

A. ROOF 20 PSF

SNOW LOADS:

A. GROUND SNOW LOAD

P<sub>g</sub> = 98 PSF

 $C_e = 1.2$ 

EXPOSURE FACTOR

C. THERMAL FACTOR  $C_t = 1.0$ 

D. IMPORTANCE FACTOR

 $I_s = 1.0$ E. FLAT ROOF SNOW LOAD P<sub>f</sub> = 91 PSF

WIND LOADS:

 A. WIND SPEED Vuit = 146 MPH

WIND EXPOSURE CATEGORY

C. INTERNAL PRESSURE COEFFICIENT GCp = ± 0.18

5. COMPONENT AND CLADDING WIND PRESSURES:

WIND PRESSURES ARE BASED ON THE ULTIMATE WIND SPEED AND ARE REPORTED AT STRENGTH LEVELS. TO OBTAIN ASD PRESSURES,

B. POSITIVE (+) PRESSURES ACT TOWARDS STRUCTURE

C. NEGATIVE (-) PRESSURES ACT AWAY FROM STRUCTURES

ZONE	10 S	Q FT	20 SQ FT		20 SQ FT 50 SQ FT		100 SQ FT	
4 MAIN WALL	57	57	57	57	54	53	52	49

## STRUCTURAL GENERAL NOTES

- PERFORM ALL WORK IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
  - THE INTERNATIONAL BUILDING CODE (IBC) 2021 AND ITS REFERENCED STANDARDS, HEREIN REFERRED TO AS "THE CODE" AND OTHER REGULATORY CRITERIA WHICH HAVE AUTHORITY OVER ANY PORTION
- 2. THIS WORK INVOLVES EXISTING STRUCTURES, PERFORM THE FOLLOWING TASKS PRIOR TO STARTING CONSTRUCTION:
  - A. SURVEY AND FIELD VERIFY ALL EXISTING CONDITIONS ASSOCIATED
  - ALL OMISSIONS OR CONFLICTS BETWEEN ELEMENTS OF THE CONTRACT DOCUMENTS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER OF RECORD, PRIOR TO PROCEEDING
- THE CIVIL DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. CONSTRUCTION LOADS MUST NOT EXCEED THE DESIGN LIVE LOADS.
- IF THE ENGINEER OF RECORD IS NOT RETAINED BY THE OWNER TO OVERSEE CONSTRUCTION ACTIVITIES, THE ENGINEER OF RECORD IS NOT IN RESPONSIBLE CHARGE OF THE CONSTRUCTION PER SECTION 107.3.4 OF THE CODE. CONSTRUCTION ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, REVIEW OF SPECIAL INSPECTION AND STRUCTURAL OBSERVATION REPORTS, REVIEW OF SUBMITTAL DOCUMENTS, AND REVIEW DELEGATED DESIGN SUBMITTALS.

# STRUCTURAL STEEL NOTES

- DETAIL, FABRICATE, AND ERECT ALL WORK IN CONFORMANCE WITH CHAPTER 22 OF THE IBC AND ALL REFERENCED STANDARDS
- USE STRUCTURAL STEEL CONFORMING TO THE FOLLOWING STANDARDS,

SHAPE	YIELD STRENGTH	MATERIAL NOTES
C, L, PLATES, MISCELLANEOUS	50 KSI	ASTM A572 GR C

- BOLT AND ANCHOR ROD REQUIREMENTS
- USE BOLTS, NUTS AND WASHERS CONFORMING TO THE REQUIREMENTS OF ASTM F3125 GRADE A325 OR A490.
- USE ANCHOR RODS THAT MEET OR EXCEED THE REQUIREMENTS OF ASTM F1554 GR. 36, UNLESS NOTED OTHERWISE.
- DO NOT FIELD CUT OR MODIFY STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD.

#### STRUCTURAL WOOD NOTES

- PERFORM ALL WORK STRUCTURAL WOOD WORK IN CONFORMANCE WITH CHAPTER 23 OF THE IBC, AND ALL REFERENCED STANDARDS.
- USE COMPOSITE FRAMING MATERIALS MEETING OR EXCEEDING THE FOLLOWING MINIMUM REQUIREMENTS:

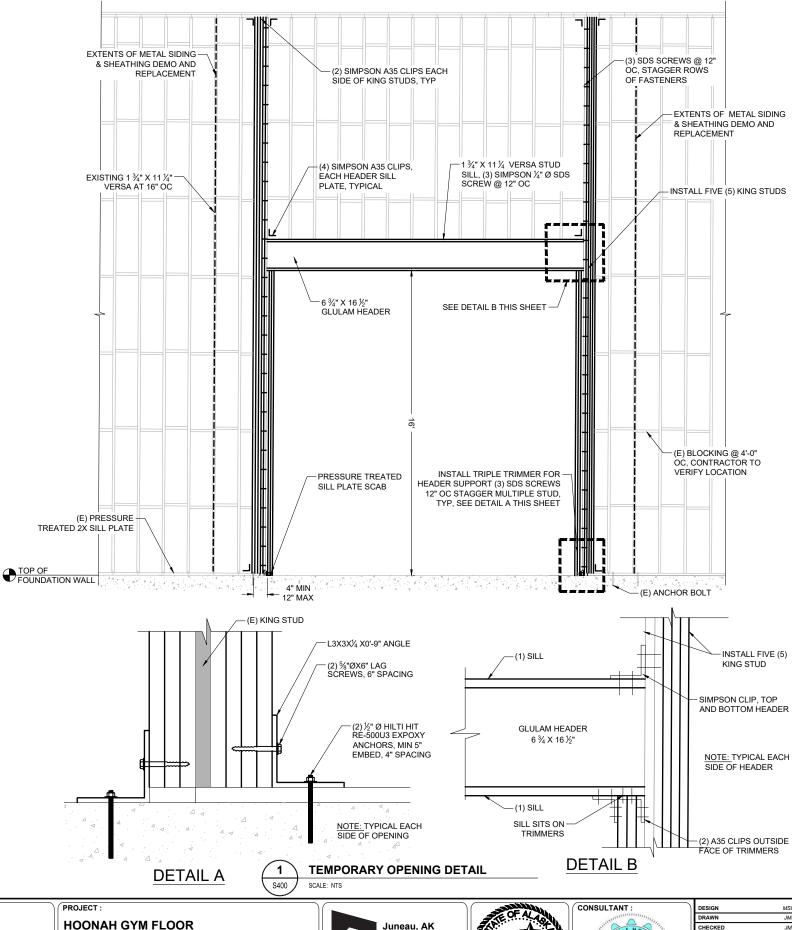
USE	DIMENSIONS	DOUG-FIR	GRADE	Fb (PSI)
GLB - SIMPLE SPAN	ALL	DF / DF	24F-V4	2,400
VENEER LAMINATED LUMBER (LVL)	ALL	DOUG-FIR	2.1E-2800F	2,800

- FABRICATE GLULAM FRAMING IN CONFORMANCE WITH THE LATEST EDITION OF ANSI/AITC STANDARD A190.1
- 3. PLYWOOD MATERIAL AND CONSTRUCTION REQUIREMENTS:
  - A. USE APA-RATED DOUG-FIR PLYWOOD SHEATHING, EXTERIOR GRADE.
- USE PLYWOOD PANELS (SHEATHING) CONFORMING TO THE REQUIREMENTS OF THE LATEST EDITION OF "U.S. PRODUCT STANDARDS PS-1 & PS-2 FOR CONSTRUCTION AND INDUSTRIAL PLYWOOD." EACH PANEL MUST BEAR THE APA GRADE TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.
- C. INSTALL ALL PLYWOOD WITH THE LONG DIMENSION OF THE PANEL ACROSS SUPPORTS, UNLESS NOTED OTHERWISE, WITH THE PANEL OVER TWO OR MORE SPANS. ALLOW 1/8 INCH SPACING AT PANEL ENDS AND 1/4 INCH AT PANEL EDGES, UNLESS OTHERWISE RECOMMENDED BY THE PANEL MANUFACTURER.
- 4. USE CONNECTION HARDWARE MEETING THE FOLLOWING REQUIREMENTS, UNLESS NOTED OTHERWISE ON PLANS:
- USE LAG BOLTS CONFORMING TO ASTM A307.
- USE COMMON WIRE NAILS OF SIZES NOTED ON DRAWINGS. IF ALTERNATIVE FASTENERS ARE DESIRED. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A SCHEDULE OF SUBSTITUTIONS, SHOWING EQUIVALENT FASTENER STRENGTHS
- WHERE FASTENERS ARE IN CONTACT WITH TREATED WOOD, USE HOT-DIPPED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE, OR COPPER FASTENERS, OR AS REQUIRED BY THE WOOD TREATMENT
- D. USE STAINLESS STEEL ANCHORS CONFORMING TO 304 OR 316, AT ALL **BELOW GRADE LOCATIONS**
- PROVIDE TREATED WOOD IN ACCORDANCE WITH THE CODE FOR ALL LEDGERS, PLATES, SILLS, AND NAILERS IN CONTACT WITH CONCRETE, OR WITHIN 6" OF THE GROUND.
- APPLY A MINIMUM OF ONE COAT OF END SEALER IMMEDIATELY AFTER TRIMMING GLULAM FRAMING IN EITHER SHOP OR FIELD.

## STRUCTURAL CONCRETE ANCHOR NOTES

- USE POST INSTALLED ANCHORS AS INDICATED ON THE DRAWINGS. ANY SUBSTITUTION MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR
- MEET THE MINIMUM EMBEDMENT, EDGE DISTANCE AND SPACING REQUIREMENTS OF THE APPLICABLE ICC-ES REPORT FOR POST INSTALLED CONCRETE ANCHORS AND INSERTS.
- 3. DO NOT CUT OR DAMAGE EXISTING REINFORCING STEEL WHEN PLACING POST INSTALLED ANCHORS INTO EXISTING CONCRETE
- 4. USE HOT-DIPPED GALVANIZED OR STAINLESS ANCHORS WHEN EXPOSED TO EXTERIOR OR DAMP CONDITIONS, IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS
- INSTALL AND TEST POST INSTALLED ANCHORS IN ACCORDANCE WITH CHAPTER 17 OF THE CURRENT IBC CODE AND THE APPLICABLE ICC-ES
- PERFORM ALL TESTING IN THE PRESENCE OF THE PROJECT INSPECTOR OF

SHEET TITLE



STRUCTURAL DETAILS

**HOONAH GYM FLOOR** SETTLEMENT IMPROVEMENTS

HOONAH, ALASKA

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**CONSTRUCTION DOCUMENTS** 

