



Haines Borough, Alaska

HIGHLAND ESTATES 2013 WATER SYSTEM UPGRADE

CONTRACT DOCUMENTS

PROJECT DESIGN:

 **Carson Dorn. Inc.**

712 WEST 12TH STREET
JUNEAU, ALASKA 99801

(907) 586-4447

SECTION 00005 - TABLE OF CONTENTS

**HAINES BOROUGH
HIGHLAND ESTATES
2013 WATER SYSTEM UPGRADE**

**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS, CONTRACT FORMS, AND
CONDITIONS OF THE CONTRACT**

BIDDING and CONTRACT REQUIREMENTS No. of Pages

00005	Table of Contents	2
00030	Notice Inviting Bids	2
00100	Instructions to Bidders	8
00300	Bid	3
00310	Bid Schedule	1
00320	Bid Bond	1
00360	Subcontractor Report.....	2
00400	DBE, EEO and Affirmative Action.....	16

CONTRACT FORMS

00500	Agreement	6
00610	Performance Bond	2
00620	Payment Bond	2

CONDITIONS OF THE CONTRACT

00700	General Conditions	48
00800	Supplementary General Conditions	4
00830	Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination	34

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of WORK.....	2
01025	Measurement and Payment	7
01070	Abbreviations of Institutions	3
01090	Reference Standards	2
01300	Contractor Submittals.....	7
01400	Quality Control.....	2
01505	Mobilization	1
01530	Protection/Restoration of Existing Facilities.....	5
01550	Site Access and Storage	5
01570	Erosion Control	2
01600	Materials and Equipment.....	2
01700	Project Closeout	2
01704	Final Clean-Up and Site Restoration.....	1

SECTION 00005 - TABLE OF CONTENTS

01850	Asbestos Cement (AC) Pipe Work Plan.....	1
DIVISION 2 - SITEWORK		
02201	Clearing and Grubbing	1
02202	Excavation and Embankment	4
02203	Trenching	5
02204	Base Course.....	2
02601	Water Pipe	6
02602	Valves.....	3
02603	Fire Hydrants.....	4
02605	Water Services.....	2
02702	Construction Surveying.....	2
02806	Remove Existing Asphalt Surfacing	1

LIST OF DRAWINGS

G-1	Cover Sheet
G-2	General Construction Notes, Legend and Abbreviations
G-3	Standard Details
C-1	Oslund Drive Plan and Profile Sta 10+00 to Sta 15+50
C-2	Oslund Drive Plan and Profile Sta 15+50 to Sta 21+00
C-3	Oslund Drive Plan and Profile Sta 21+00 to Sta 21+75
C-4	Young Road Plan and Profile – Sta. 20+00 to Sta. 25+50
C-5	Bjornstad Drive Plan and Profile – Sta. 30+00 to Sta. 35+50
C-6	Bjornstad Drive Plan and Profile – Sta. 35+50 to Sta. 38+10
C-7	Muncaster Drive Plan and Profile – Sta. 40+00 to Sta. 46+00
C-8	Muncaster Drive Plan and Profile – Sta. 46+00 to Sta. 52+00
C-9	Muncaster Drive Plan and Profile – Sta. 52+00 to Sta. 57+35

END OF SECTION

SECTION 00030 NOTICE INVITING BIDS

**HAINES BOROUGH
HIGHLAND ESTATES
2013 WATER SYSTEM UPGRADE**

The Contract Documents may be obtained at the offices of the Borough Clerk, 103 Third Avenue S., Haines, Alaska 99827 upon payment of \$50 (non-refundable) for each set of Contract Documents (including technical specifications and accompanying reduced scale drawings). The scale of the reduced drawings is about one-half of the original scale. If full scale drawings are desired they may be purchased at an additional cost of \$50 (non-refundable) from the ENGINEER. The Contract Documents are also available on the Borough's website www.hainesalaska.gov under Bids and RFPs.

RECEIPT OF BIDS. Sealed Bids will be received at the offices of the Borough Clerk, 103 Third Avenue S., Haines, Alaska 99827 until 4:00 p.m. on June 27, 2013, for Highland Estates 2013 Water System Upgrade. Opening date and time may be changed to a later date or time as announced by Addendum.

Bids must be delivered in person or by courier service to the physical location indicated. Bids Delivered by the U.S. Postal Service must be mailed to the address indicated. Mailing/delivery times to Alaska may take longer than other areas of the United States. Late bids will not be accepted.

PHYSICAL LOCATION:

Borough Clerk
Haines Borough Offices
103 Third Ave. South
Haines, AK 99827

MAILING ADDRESS

Borough Clerk
Haines Borough Offices
P.O. Box 1209
Haines, AK 99827

OPENING OF BIDS. The Bids will be publicly opened and read shortly after 4:00 p.m. on June 27, 2013, in the Haines Borough Offices 103 Third Avenue South, Haines, AK

DESCRIPTION OF WORK. The WORK consists of furnishing and installing approximately 3,750' of 8-inch AWWA C-900 PVC water pipe and associated fire hydrants, water services and gate valves. It also includes removal of existing asphalt chip seal road surfacing, replacing it with a D-1 surface and imported backfill in areas with unsuitable subsurface soils.

SITE OF WORK. The site of the WORK is located near Oslund Drive, Young Road, Bjornstad Drive and Muncaster Drive in Haines, Alaska.

COMPLETION OF WORK. All WORK within these Contract Documents shall be completed by November 1, 2013.

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

Carson Dorn, Inc., 712 West 12th Street, Juneau, Alaska 99801
Attention: Jim Dorn
Telephone: (907) 586-4447

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 Haines Borough, Alaska, as a guarantee that the Bidder, if its

SECTION 00030 NOTICE INVITING BIDS

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.

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

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 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: Haines Borough

By: _____
Julie Cozzi., Borough Clerk

Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2.0 INTERPRETATIONS AND ADDENDA.

A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Owner, or OWNER, 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 OWNER. The OWNER may issue addenda by fax, with a follow-up addendum copy issued by regular mail. Addenda may be faxed and mailed less than seven Days prior to the anticipated Bid opening. The OWNER will make all reasonable attempts to ensure that all planholders receive faxed addenda, however, it is strongly recommended by the OWNER 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
- b. Record of performance on prior OWNER contracts

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 ten Days of Owner's Notice of Intent to Award.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- B. 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.

6.0 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):
 1. 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,
 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and

SECTION 00100 - INSTRUCTIONS TO BIDDERS

4. To notify the 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. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and drawings will be made available by the OWNER to any Bidder on request if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. 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 Engineer of Record 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.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, 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.
- F. 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.
- G. 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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

- H. 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.
- I. 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 the yellow bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, and the required Bid Security. 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. Failure to acknowledge Addenda shall render Bid non-responsive and shall cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 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.

Bids must be delivered in person or by courier service to the physical location indicated. Bids Delivered by the U.S. Postal Service must be mailed to the address indicated. Mailing/delivery times to Alaska may take longer than other areas of the United States. Late bids will not be accepted.

PHYSICAL LOCATION:

Haines Borough
103 Third Avenue S.
P.O. box 1209
Haines, AK 99827

12.0 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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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 14 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.

14.0 DISCREPANCIES IN BIDS In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are unit price Pay Items in a Bid Schedule and the "amount" indicated for a unit price Pay Items 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 Pay 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, telegram, or fax (**Fax: 907-766-2716**) prior to the scheduled closing time for receipt of Bids, provided. Bidders are strongly advised to telephone the Borough Clerk (**Telephone: 907-766-2231**), to confirm the successful and timely transmission of their Bid modification.

A telegram or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the Haines Borough 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 Haines Borough 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. Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and cause its rejection as being non-responsive. 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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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 Bidder to whom award is made for a Bid shall execute a written agreement with the OWNER on the Agreement form, Section 00500, and shall secure all insurance and any other documents required by the contract within 10 Days (calendar) from the date of the Notice of Intent to Award letter. Notice of Intent to Award will occur after the Subcontractor Report is received.
- B. Failure or refusal to enter into the 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 FILING A PROTEST.

- A. A Bidder may submit written protest of the proposed award of a competitive sealed bid by the Haines Borough within 7 days of the bid opening. The protest shall clearly detail the basis for the protest.
- B. Late protests shall not be considered by the Haines Borough.

21.0 PERMITS. The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit requirements.

22.0 PROJECT FUNDING. This project is funded in part by a Federal US. Environmental Protection Agency Grant and by State grants and funds provided by the Haines Borough.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

22.0 DBE/MBE/WBE REQUIREMENTS. This project is funded in part by a Federal US. Environmental Protection Agency Grant and by State grants and loans. The CONTRACTOR shall comply with the State and Federal Disadvantaged Business Enterprise (DBE) and the Small, Women and Minority Business Enterprises (MBE/WBE) requirements contained in Section 00400 DBE, EEO and Affirmative Action.

END OF SECTION

SECTION 00300 - BID

BID TO: THE HAINES BOROUGH

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

**Highland Estates
2013 Water System Upgrade**

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 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.
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

Dated: _____	Bidder: _____ (Company Name)
Alaska Business License No: _____	By: _____ (Signature in Ink)
Alaska CONTRACTOR's License No: _____	Printed Name: _____
Haines Business License No: _____	Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	(City, State, Zip)

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT 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)
- Copy of Alaska Business License
- Copy of Alaska Contractors License
- Copy of Haines Business License
- **Alaska Department of Environmental Conservation DBE Compliance Statement (Section 00400).**

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the ***fifth business day*** following the date of the Bid Opening.

- Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report 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.

11. The successful Bidder will be required to submit, ***within ten Days (calendar)*** after the date of the “Notice of Intent to Award” letter, the following executed documents:

- Agreement Forms, Section (Section 00500)
- Performance Bond, Section (Section 00610)
- Payment Bond, Section (Section 00620)

SECTION 00300 - BID

- ADEC DBE Report of Participation, DBE Participation Report
- DBE Subcontractor Participation Form ADEC/EPA 6100-2 (Section 00400)
- DBE Subcontractor Performance Form ADEC/EPA 6100-3 (Section 00400)
- DBE Subcontractor Utilization Form ADEC/EPA 6100-4 (Section 00400)
- ADEC DBE Contact Documentation (if bidder did not meet established goal) (Section 00400)
- Certificates of Insurance, (CONTRACTOR and Subcontractors) Section 00700 and Section 00800
- EEO Employer Information Report EEO-1 (if company meets criteria for submitting report)
- EEO Acknowledgement Statement

END OF SECTION

SECTION 00310 - BID SCHEDULE

BASE BID

ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1570.1	Erosion Control Plan and SWPPP	Lump Sum	All Req'd	Lump	Sum		
2201.1	Clearing and Grubbing	Lump Sum	All Req'd	Lump	Sum		
2203.1	Imported Backfill	CY	1,500				
2203.2	Sheeting Shoring and Bracing	Lump Sum	All Req'd	Lump	Sum		
2204.1	Base Course, Grading D-1	Ton	2,350				
2601.1	Water Pipe, AWWA C-900 8-inch PVC, Class 150	LF	2,770				
2602.1	Gate Valve and Valve Box, 8-inch	Each	8				
2602.2	Remove Existing Valve Box and Deliver to Haines Water Dept.	Each					
2602.3	Install Valve Box						
2603.1	New Fire Hydrant Assembly	Each	3				
2603.2	Remove and Replace Fire Hydrant						
2605.1	Water Service, 1-Inch	Each	39				
2605.2	Install Valve Box	Each	2				
2605.3	Water Service, 2-Inch	Each	1				
2702.1	Construction Surveying	Lump Sum	All Req'd				
2806.1	Remove and Dispose of Existing AC Pavement, Concrete Pavement or Chip Seal Asphalt Surfacing	SY	7,460				

TOTAL BASE BID _____

COMPANY NAME: _____

SECTION 00320 - BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and _____

_____ as Surety, are

held and firmly bound unto Haines Borough

hereinafter called "OWNER," in the sum of _____

_____ dollars,

(not less than 5 percent of the total amount of the Bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled Highland Estates 2013 Water System Upgrade

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 19 _____

_____ (SEAL) _____ (SEAL)

(Principal)

(Surety)

By: _____

(Signature)

By: _____

(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract *by the fifth business day* following the Bid Opening. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's 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.*

<u>SUBCONTRACTOR</u>	¹ AK Contractor <u>License No.</u>	¹ <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	<input type="checkbox"/>
<u>ADDRESS</u>	² AK Business <u>License No.</u>	² <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	✓ if <u>DBE</u>
1. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

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 responsible.
- 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

SECTION 00400 – DBE,EEO AND AFFIRMATIVE ACTION

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALASKA CLEAN WATER FUND AND ALASKA DRINKING WATER FUND
DISADVANTAGED BUSINESS ENTERPRISE AND EEO**

Projects receiving State of Alaska Department of Environmental Conservation loans require Contractors to comply with the following Disadvantaged Business Program. The Contractor shall comply with the following DBE, EEO and Affirmative Action requirements.

ADEC DBE Overview	6 pages
ADEC EEO Statement of Acknowledgement	1 page
EEO Employer Information Report EEO-1	2 pages
ADEC DBE Compliance Statement	1 page
ADEC DBE Report of Participation	1 page
ADEC DBE Contact Documentation	1 page
ADEC/EPA Form 6100-4 DBE Subcontractor Utilization	1 page
ADEC/EPA Form 6100-2 DBE Subcontractor Participation	1 page
ADEC/EPA Form 6100-3 DBE Subcontractor Performance	1 page

The Alaska Unified Certification Program (AUCP) DBE directory is available at the following website:

<http://www.dot.state.ak.us/cvlrts/directory.shtml>

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALASKA CLEAN WATER FUND & ALASKA DRINKING WATER FUND**

**DISADVANTAGE BUSINESS ENTERPRISES
OVERVIEW**

The loan recipient, consultant and contractor of an Alaska Clean Water or Drinking Water Fund revolving loan project are required to comply with EPA regulations (40 CFR Part 33) concerning the use of disadvantage owned businesses enterprises (DBE). Also required is compliance with EEO/Affirmative Action Regulations of the Department of Labor (see attached Statement of Acknowledgement). These regulations help ensure that economic opportunities are available to all people of this country.

The expenditure of Federal funds must reflect equal opportunity, anti-discrimination provisions of the 1964 Civil Rights Act, affirmative action and DBE or more specifically small, minority and women-owned businesses utilization under EPA's DBE program. Utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in completing a project. For all situations, contractors must take necessary and reasonable steps to ensure DBE's have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of projects where assistance is provided from an ADEC revolving loan fund program.

NOTE: On March 26, 2008, the Environmental Protection Agency (EPA) Office of Small Business Programs (OSBP) published its final rule, "Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency Financial Assistance Agreements (DBE Rule) in the Federal Register (40 CFR part 30-40). The final rule took effect on May 25, 2008. The EPA DBE Program encompasses many of the components of the former MBE/WBE Program and also includes changes.

Some changes are:

- Creation of the Disadvantaged Business Enterprise (DBE) Program (formerly the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Program).
- Recipients receiving a total of \$250K or less in financial assistance in a given fiscal year are exempt from this requirement.
- The "Six Affirmative Steps" and "Six Positive Efforts" were combined into the "Six Good Faith Efforts."
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.

- The loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must use the Six Good Faith Efforts in selecting a replacement subcontractor.
- The prime contractor must employ the Six Good Faith Efforts even if the prime has achieved its Fair Share Objectives.
- Recipients who reported quarterly under the old MBE/WBE program will now report semi-annually.
- MBE's and WBE's can no longer self-certify. They must be certified by EPA, Small Business Administration (SBA), Department of Transportation (DOT) or by state, local, Tribal or private entities whose certification criteria match EPA's. (MBEs and WBEs must be certified in order to be counted toward a recipient's MBE/WBE accomplishments.) The new requirements affect all financial assistance agreements entered into from the effective date of the rule (May 25, 2008). The new DBE rule won't affect those financial assistance agreements entered into before May 25, 2008; those will still operate under the old MBE/WBE program requirements.

SUMMARY OF GOALS

Stated simply, in meeting DBE goals under this program, the prime contractor must either 1) achieve the goal of contracting to Minority or Women-Owned Enterprises (MBE/WBE), or 2) follow the proper procedures in thoroughly documenting good faith efforts to achieve MBE/WBE goal participation. A prime contractor who is an MBE/WBE firm can also be counted towards the goal.

REQUIREMENTS

A. Definitions

- Disadvantaged Business Enterprise – Per EPA requirements for projects funded under the Alaska Drinking Water Fund and Alaska Clean Water Fund loan programs, Disadvantage Business Enterprises only include entities owned and/or controlled by socially and economically disadvantaged individuals (as described in 4242 USC 7601 and 42 USC 4370d) – which includes Women's Business Enterprises (WBE) and Minority Business Enterprises (MBE). (for more information go to: <http://www.epa.gov/osbp/grants.htm>)

- Minority Business Enterprise or Women Owned Business Enterprise – means a small business concern which is owned and controlled by one or more minorities or women. Owned and controlled means a business:
 1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;
 2. Whose management and daily business operations are controlled by one or more such individuals.

- Socially Disadvantage Individual – means a person who is a citizen or lawful permanent resident of the United States and who is:
 - o Black;
 - o Hispanic;
 - o Portuguese;
 - o Asian American;
 - o American Indian and Alaskan Native; and
 - o Members of other groups, or other individuals, found to be economically and socially disadvantaged by the United States Small Business Administration under section 8(a) of the federal Small Business Act.

- Economically Disadvantaged Individual – those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital or credit opportunities, as compared to others in the same business area who are not socially disadvantaged.

B. Implementation for DBE Procurement

As part of ADEC’s capitalization grants for both the ADWF and ACWF loan programs, the programs have an overall Fair Share (or utilization goal) objective of: 4.58% for MBE entities and 2.04% for WBE entities for construction; 3.22% for MBE entities and 2.54% for WBE entities for services; and, 2.06% for MBE entities and 1.29% for WBE entities for supplies. The loan recipient, engineering firm responsible for construction phase services, and prime contractor are required to adopt this same fair objective. The fair share objective is not a quota, EPA cannot penalize ADEC, the loan recipient, engineering firm, of the prime contractor for not meeting MBE or WBE participation objectives.

The prime contractor and consulting engineer responsible for construction phase services are required to make the good faith efforts and apply necessary administrative requirements. If the good faith efforts are not made when subcontracts are considered for the prime construction contract or for engineering construction phase services, the ability of ADEC to fund the project, or portion thereof, may be jeopardized.

C. How To Count DBE (MBE/WBE) Goals

The proposed MBE/WBE firms to be used must be declared by the Bidder before contract award. The MBE/WBE may act as a prime contractor, subcontractor, joint venture partner, or supplier. To be counted toward a goal, the MBE/WBE must perform a commercially useful function. To calculate the minimum dollar value for MBE/WBE participation, multiply the total estimated contract price (including additives or alternates, if any) by the goal percentage.

D. How To Obtain DBE (MBE/WBE) Participation

Prior to the scheduled pre-bid conference, solicit MBE/WBE participation to meet the goal. By contract award, the Bidder must either meet the goal or have made good faith efforts to do so. Good faith efforts include, but are not limited to the following:

1. Including qualified small, minority and women's business enterprises on solicitation lists.
2. Assuring that small, minority and women's businesses are solicited. If the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.
3. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses.
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, minority and women's businesses.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
6. If the prime contractor or proposer awards subcontracts/procurements, require the subcontractor to take the affirmative steps 1 through 5 above.

E. How To Credit DBE (MBE/WBE) Participation

If the Bidder's firm is a qualified Minority or Women-Owned Business Enterprise, credit will be given for the portion of the contract for which the Bidder performs a commercially useful function, and for that portion that is subcontracted to other MBE/WBE firms. For example, a MBE/WBE prime contractor proposes to perform 60% of a project quoted at \$500,000, and subcontracts 20% to a majority firm and the remaining 20% to another MBE/WBE. This means the credited MBE/WBE participation will be 80% for the project (60% + 20%) or \$400,000.

F. The DBE (MBE/WBE) Reporting Package

To meet the MBE/WBE reporting requirements of the program, the following forms need to be submitted during the course of bidding, contract award, and administration of this project:

1. COMPLIANCE STATEMENT - acknowledges the MBE/WBE requirement by the bidder. It must be provided with the bid.
2. REPORT OF PARTICIPATION – documents the level of anticipated MBE/WBE participation. It is submitted after bid opening, but before contract award.
3. CONTACT DOCUMENTATION – documents the efforts taken to attain the MBE/WBE goals and it, or other documentation should be submitted with the Report of Participation if the bidder did not meet the established goal.
4. GOOD FAITH EFFORTS – Forms 6100-2, -3 and -4 that identify subcontractor participation, performance and utilization, respectively.

Form 6100-2: This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have.

This form must be provided to the DBE subcontractor. If the form is submitted by the DBE subcontractor it must be maintained in the file with the prime's contract.

Form 6100-3: This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.

This form must be **fully completed and signed** by every DBE subcontractor and the prime contractor and submitted as part of the bid or proposal package. It must be maintained in the file with the prime's contract.

Form 6100-4: This form captures the prime's intended use of an identified DBE subcontractor, and the dollar amount of the subcontract.

This form must be **fully completed and signed** by the prime contractor and submitted as part of the bid or proposal package. It must be maintained in the file with the prime's contract.

5. CONTRACT & PROCUREMENT SEMI-ANNUAL REPORT – documents the actual MBE/WBE contracts executed by the Prime Contractor and submitted to the Community/Owner. In the first week of April (reporting period, Oct – Mar) and October (reporting period, Apr – Sep), the Community/Owner will submit a listing of the executed contracts (for the previous reporting) to the Alaska Department of Environmental Conservation through use of “SRF LOAN - MBE/WBE UTILIZATION FORM.”(<http://dec.alaska.gov/water/OASysHelp/attachments/SRFAssistanceForm.pdf>)

G. Create and Maintain a Bidders List

Any entity that receives an ACWF or ADWF SRF loan is required to create and maintain a bidders list if the loan recipient is subject to, or chooses to follow, competitive bidding requirements. **The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs** and must be maintained until the end of the project.

H. DBE Anti-Discrimination Contract Clause

Under 40 CFR part 33, Appendix A, the following statement must be included in **every contract** issued by an ACWF/ADWF borrower to a prime contractor. The statement cannot be changed, modified, or altered in any way.

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT**

This statement of acknowledgement is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be completed by each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE Bidder proposed Subcontractor hereby **CERTIFIES:**

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

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

NO (go to PART B) YES (go to PART C)

PART B. The company named below (Part C) has submitted the Standard Report Form 100 this year, or intends to at this time.

NO YES

NOTE: Bidders and proposed Subcontractors who file Standard Report Form 100 may also be required to file Form CC-257 Monthly Employment Utilization Report if the project has significant financial impact on a community, or the bidder/subcontractor has signed an agreement to do so. At a minimum, the bidder/subcontractor is required to maintain records which reflect the reporting requirements of CC-257. Standard Report Form 100 and instructions may be obtained by writing to:

EEO-1 Joint Reporting Committee
P.O. Box 19100
Washington, DC 20036-9100
Telephone (866) 286-6440
Email: el.techassistance@eoc.gov

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

() _____
Telephone No.

Address of Company

Zip Code

Project Name

Contract Number

- Joint Reporting Committee
- Equal Employment Opportunity Commission
 - Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 3045-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

OFFICE
USE
ONLY

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

a.

Address (Number and street)

b.

City or town

State

ZIP code

c.

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

d.

Address (Number and street)

City or Town

County

State

ZIP code

e.

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

f.

c. Was an EEO-1 report filed for this establishment last year? Yes No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D-EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not-Hispanic or Latino												Total Col A - N
	Male	Female	Male						Female						
White			Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers 1.1															
First/Mid-Level Officials and Managers 1.2															
Professionals 2															
Technicians 3															
Sales Workers 4															
Administrative Support Workers 5															
Craft Workers 6															
Operatives 7															
Laborers and Helpers 8															
Service Workers 9															
TOTAL 10															
PREVIOUS YEAR TOTAL 11															

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 one 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
COMPLIANCE STATEMENT**

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

The _____ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of ____%¹ participation (with a good faith effort of ____%² MBE and ____%³ WBE) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.

The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).

We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.

We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.

Company Name _____ RFP/Contract _____

Authorized Signature _____

Title _____

Type	¹ Total	² MBE%	³ WBE%
Construction	6.62%	4.58%	2.04%
Services	5.76%	3.22%	2.54%
Supplies	3.35%	2.06%	1.29%

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
REPORT OF PARTICIPATION**

Project Name _____ RFP/Contract No. _____

Company Name _____ Prepared By _____

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBE/WBE subcontract must be provided to the City by the successful prime contractor. Any changes to the list below must have prior approval by the City. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.

Firm Name	AK Contractor's License No.	Contact Name & Phone No.	Type of Work	Contract Amount	MBE/WBE
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____

Contract(s) Total: \$ _____ MBE/WBE Goal: _____ % Achieved: _____ % = \$ _____

Authorized Representative's Signature _____ Date _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
CONTACT DOCUMENTATION**

Project Name _____ **RFP/Contract No.** _____

Company Name _____ **Authorized Signature/Title** _____

This form is provided for your convenience to document your efforts in meeting DBE (MBE/WBE) utilization goals. You may use additional sheets if needed. If you do not meet the MBE/WBE goal, you may return this form, or other supporting documentation (explanations, advertising notices, solicitations, etc.) with your MBE/WBE Report of Participation.

Firm _____ **MBE** _____ **WBE** _____
Address _____

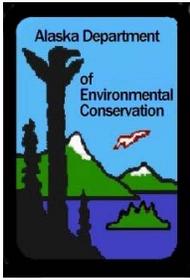
Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____



Disadvantage Business Enterprise Program

DBE Subcontractor Utilization Form

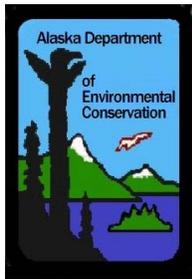
BID/PROPOSAL NO.:	PROJECT NAME:
NAME OF PRIME BIDDER/PROPOSER:	E-MAIL ADDRESS:
ADDRESS:	
TELEPHONE NO.:	FAX NO.:

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a Replacement of a subcontractor, I will adhere to the replacements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor	Date
Print Name	Title

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADED award of financial assistance.



Disadvantage Business Enterprise Program

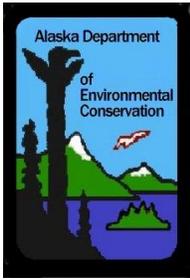
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR*:	PROJECT NAME:
ADDRESS:	CONTRACT NO:
TELEPHONE NO:	E-MAIL ADDRESS:
PRIME CONTRACTOR NAME:	

Please use the space below to report any concerns regarding the above State-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr style="width: 80%; margin-left: 0;"/> Subcontractor Signature		<hr style="width: 80%; margin-left: 0;"/> Title/Date

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADED award of financial assistance.



Disadvantage Business Enterprise Program

DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR*:		PROJECT NAME:	
ADDRESS:		BID/PROPOSAL NO.:	
TELEPHONE NO.:		E-MAIL ADDRESS:	
PRIME CONTRACTOR NAME:			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
<p>Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Signature of Prime Contractor, Date, Print Name & Title</p> <p>_____</p> <p>Signature of Prime Contractor Date</p> <p>_____</p> <p>Print Name Title</p> <hr/> <p>Signature of Subcontractor, Date, Print Name & Title</p> <p>_____</p> <p>Signature of Subcontractor Date</p> <p>_____</p> <p>Print Name Title</p> <hr/>			

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADED award of financial assistance.

SECTION 00500 - AGREEMENT

THIS AGREEMENT is between HAINES BOROUGH (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Highland Estates 2013 Water System Upgrade**.

The WORK is generally described as follows: The WORK consists of furnishing and installing approximately 3,750' of 8-inch AWWA C-900 PVC water pipe and associated fire hydrants, water services and gate valves. It also includes removal of existing asphalt chip seal road surfacing, replacing it with a D-1 surface and imported backfill in areas with unsuitable subsurface soils.

The WORK to be paid under this contract shall include the following: Base Bid as shown in Section 00310 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME. All WORK within these Contract Documents shall be substantially completed by November 1, 2013.

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 **\$1,000.00** 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 the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **Highland Estates 2013 Water System Upgrade**, the Lump Sum Price amount as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be _____ (\$ _____), except as adjusted in accordance with the provisions of the Bid Documents.

SECTION 00500 - AGREEMENT

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 ENGINEER 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 Price has been paid. The remaining ten (10) percent of the Contract Price 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 00500-7, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00005-1 to 00005-2, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-7, 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 00700-47, 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 12 sheets, as listed in the Table of Contents.
- 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

SECTION 00500 - AGREEMENT

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. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

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

OWNER:

CONTRACTOR:

Haines Borough

(Company Name)

(Signature)

(Signature)

By: _____
(Printed Name)

By: _____
(Printed Name, Authority or Title)

Date: _____

CONTRACTOR Signature Date: _____

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

Haines Borough

PO Box 1209

Haines, Alaska 99827

907-766-2231 907-766-2713
(Telephone) (Fax)

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to **execute the Agreement** with the HAINES BOROUGH and this corporation and that the execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the
_____ a partnership existing under the laws of the State
of _____, held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is
hereby authorized to **execute the Agreement** with the HAINES BOROUGH and this partnership
and that the execution thereof, attested by the _____ shall be the official act
and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Joint Venture)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the
_____ a joint venture existing under the laws of the
State of _____, held on _____, 20____, the following resolution was duly passed and
adopted:

"RESOLVED, that _____, as _____ of the
Joint Venture, be and is hereby authorized to **execute the Agreement** with the HAINES
BOROUGH and this joint venture and that the execution thereof, attested by the
_____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the HAINES BOROUGH of HAINES, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

_____dollars (\$_____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered
into a certain contract with the OWNER, the effective date of which is _____, a copy
of which is hereto attached and made a part hereof for the construction of:

**Highlands Estates
2013 Water System Upgrade**

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

**Highlands Estates
2013 Water System Upgrade**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF SECTION

SECTION 00620 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the HAINES BOROUGH of HAINES, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

_____ dollars (\$_____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered
into a certain contract with the OWNER, the effective date of which is _____, a copy
of which is hereto attached and made a part hereof for the construction of:

**Highlands Estates
2013 Water System Upgrade**

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to 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

**Highlands Estates
2013 Water System Upgrade**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 00700-5

ARTICLE 2 PRELIMINARY MATTERS

2.1 Delivery of Bonds/Insurance Certificates 00700-9
2.2 Copies of Documents 00700-9
2.3 Commencement of Contract Time; Notice to Proceed 00700-9
2.4 Starting the WORK 00700-9
2.5 Pre-construction Conference 00700-9
2.6 Finalizing CONTRACTOR Submittals 00700-9

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent 00700-10
3.2 Order of Precedence of Contract Documents 00700-10
3.3 Amending and Supplementing Contract Documents 00700-11
3.4 Reuse of Documents 00700-11

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands 00700-11
4.2 Physical Conditions - Subsurface and Existing Structures 00700-11
4.3 Differing Site Conditions 00700-12
4.4 Physical Conditions - Underground Utilities 00700-12
4.5 Reference Points 00700-13

ARTICLE 5 BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds 00700-14
5.2 Insurance 00700-15

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence 00700-17
6.2 Labor, Materials, and Equipment 00700-17
6.3 Adjusting Progress Schedule 00700-18
6.4 Substitutes or "Or Equal" Items 00700-19
6.5 Concerning Subcontractors, Suppliers and Others 00700-19
6.6 Permits 00700-19
6.7 Patent Fees and Royalties 00700-20
6.8 Laws and Regulations 00700-20

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES (Cont'd.)

SECTION 00700 - GENERAL CONDITIONS

6.9 Taxes 00700-20
6.10 Use of Premises..... 00700-20
6.11 Safety and Protection 00700-21
6.12 Shop Drawings and Samples..... 00700-22
6.13 Continuing the WORK..... 00700-22
6.14 Indemnification 00700-22
6.15 Contractor's Daily Reports 00700-23
6.16 Assignment of Contract..... 00700-23
6.17 Contractor’s Responsibility for Utility Property and Services 00700-23
6.18 Operating Water System Valves 00700-24
6.19 CONTRACTOR’s WORK Schedule Limitations 00700-24

ARTICLE 7 OTHER WORK

7.1 Related WORK at Site 00700-24
7.2 Coordination 00700-25

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 Communications 00700-25
8.2 Payments 00700-25
8.3 Lands, Easements, and Surveys 00700-25
8.4 Change Orders..... 00700-25
8.5 Inspections and Tests 00700-25
8.6 Suspension of WORK..... 00700-25
8.7 Termination of Agreement..... 00700-25

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER 's Representative 00700-25
9.2 Visits to Site 00700-25
9.3 Project Representation 00700-26
9.4 Clarifications and Interpretations 00700-28
9.5 Authorized Variations in WORK..... 00700-28
9.6 Rejecting Defective WORK..... 00700-28
9.7 CONTRACTOR Submittals, Change Orders, and Payments 00700-28
9.8 Decisions on Disputes 00700-28
9.9 Limitation on Engineer's Responsibilities..... 00700-29

SECTION 00700 - GENERAL CONDITIONS

ARTICLE 10 CHANGES IN THE WORK

10.1 General 00700-30
10.2 Allowable Quantity Variations 00700-30

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 General 00700-31
11.2 Costs Relating to Weather 00700-31
11.3 Cost of WORK (Based on Time and Materials) 00700-32
11.4 CONTRACTOR's Fee 00700-34
11.5 Excluded Costs 00700-35

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 General 00700-36
12.2 Extensions of Time for Delay Due to Weather 00700-36

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

13.1 Warranty and Guarantee 00700-37
13.2 Access to WORK 00700-37
13.3 Tests and Inspections 00700-37
13.4 OWNER May Stop the WORK 00700-38
13.5 Correction or Removal of Defective WORK 00700-38
13.6 One Year Correction Period 00700-39
13.7 Acceptance of Defective WORK 00700-39

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedule of Values (Lump Sum Price Breakdown) 00700-39
14.2 Unit Price Bid Schedule 00700-39
14.3 Application for Progress Payment 00700-39
14.4 CONTRACTOR's Warranty of Title 00700-40
14.5 Review of Applications for Progress Payment 00700-40
14.6 Partial Utilization 00700-41
14.7 Substantial Completion 00700-41
14.8 Final Application for Payment 00700-41
14.9 Final Payment and Acceptance 00700-42
14.10 Release of Retainage and Other Deductions 00700-42
14.11 CONTRACTOR's Continuing Obligation 00700-42
14.12 Final Payment Terminates Liability of OWNER 00700-43

SECTION 00700 - GENERAL CONDITIONS

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.1 Suspension of WORK by OWNER 00700-43
15.2 Termination of Agreement by OWNER (CONTRACTOR Default)..... 00700-43
15.3 Termination of Agreement by OWNER (For Convenience) 00700-43
15.4 Termination of Agreement by CONTRACTOR 00700-44

ARTICLE 16 MISCELLANEOUS

16.1 Giving Notice 00700-44
16.2 Rights In and Use of Materials Found on the WORK 00700-44
16.3 Right to Audit 00700-45
16.4 Archaeological or Historical Discoveries 00700-45
16.5 Construction Over or Adjacent to Navigable Waters..... 00700-45
16.6 Gratuity and Conflict of Interest 00700-45
16.7 Suits of Law Concerning the WORK..... 00700-46
16.8 Certified Payrolls 00700-46
16.9 Prevailing Wage Rates 00700-46
16.10 Employment Reference 00700-47
16.11 Cost Reduction Incentive 00700-47

SECTION 00700 - GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the 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.

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

Agreement - 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.

Application for Payment - 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.

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

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

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

Project Manager - The authorized representative of the Haines Borough, as OWNER, who is responsible for administration of the contract.

Change Order - 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.

Contract Documents - The Table of Contents, 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.

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

Contract Time - The number of successive calendar Days stated in the Contract Documents for the completion of the WORK.

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

SECTION 00700 - GENERAL CONDITIONS

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

Defective WORK - 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.

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

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

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

ENGINEER - The ENGINEER is the firm or person(s) selected by the Haines Borough to perform the duties of project inspection and management. The Owner will inform the CONTRACTOR of the identity of the ENGINEER.

Field Order - 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.

Hazardous Waste - 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 OWNER legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and the following Friday in November
11. 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.

SECTION 00700 - GENERAL CONDITIONS

Inspector - The authorized representative of the ENGINEER 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.

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

Mechanic's Lien - 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".

Milestone - 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 Award - 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.

Notice to Proceed - 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.

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.

OWNER - The Haines Borough, acting through its legally designated officials, officers, or employees.

Partial Utilization - 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 – See definition for CONTRACTOR.

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

Project - 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.

SECTION 00700 - GENERAL CONDITIONS

Shop Drawings - 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 "Technical Specifications" hereinafter.

Stop Notice - 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.

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

Subcontractor - 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.

Substantial Completion - 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 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.

Supplementary General Conditions (SGC) - 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.

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

Underground Utilities - 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.

WORK - 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.

SECTION 00700 - GENERAL CONDITIONS

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 10 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.

SECTION 00700 - GENERAL CONDITIONS

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:
 - 1. 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

SECTION 00700 - GENERAL CONDITIONS

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
4. Contract Drawings govern over standard 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. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at 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 reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in

SECTION 00700 - GENERAL CONDITIONS

such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

- 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.

4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:
 - 1. 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. Indicated. The information and data indicated 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

SECTION 00700 - GENERAL CONDITIONS

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 OWNER 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.

SECTION 00700 - GENERAL CONDITIONS

- 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 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.

SECTION 00700 - GENERAL CONDITIONS

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.

2. 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, non-owned, 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 Commercial General 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. Builder's Risk. 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,

SECTION 00700 - GENERAL CONDITIONS

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,

SECTION 00700 - GENERAL CONDITIONS

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 ENGINEER, or any of the ENGINEER 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 properly 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.
- A. 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.

SECTION 00700 - GENERAL CONDITIONS

- B. 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.

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.

- 6.7 PATENT 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,

SECTION 00700 - GENERAL CONDITIONS

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.
- 6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of 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

SECTION 00700 - GENERAL CONDITIONS

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.

SECTION 00700 - GENERAL CONDITIONS

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:
 - 1. 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.

SECTION 00700 - GENERAL CONDITIONS

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 workday. 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. CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.
- 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 OWNER's Water Utilities Division, 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 OWNER's Water Utilities Division.
- 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 OWNER's water system. The request must be submitted at least 24-hours prior to operating any valves. The OWNER's Water Utilities Division 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.

SECTION 00700 - GENERAL CONDITIONS

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 OWNER or any other party, caused by unauthorized operation of any valve of the OWNER's water system.

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. 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 Haines Borough. Such permit shall be issued by the Borough 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

SECTION 00700 - GENERAL CONDITIONS

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 OWNER'S REPRESENTATIVE. 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

SECTION 00700 - GENERAL CONDITIONS

General. 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.

Duties and Responsibilities. The Inspector may:

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.
2. 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

SECTION 00700 - GENERAL CONDITIONS

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.
16. 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.

SECTION 00700 - GENERAL CONDITIONS

- 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.

SECTION 00700 - GENERAL CONDITIONS

- 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.

SECTION 00700 - GENERAL CONDITIONS

- 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 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

SECTION 00700 - GENERAL CONDITIONS

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 7 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 14 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. General. 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

SECTION 00700 - GENERAL CONDITIONS

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. Labor. 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. Materials. 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.

SECTION 00700 - GENERAL CONDITIONS

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

SECTION 00700 - GENERAL CONDITIONS

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. Specialty Work. 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:

- 1. 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.
- 3. 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. Sureties. 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, one percent shall be added as compensation for bonding.

SECTION 00700 - GENERAL CONDITIONS

- 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:

- A. 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.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
- D. 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).
- E. 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.
- F. 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

SECTION 00700 - GENERAL CONDITIONS

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

SECTION 00700 - GENERAL CONDITIONS

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.

SECTION 00700 - GENERAL CONDITIONS

- 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.

SECTION 00700 - GENERAL CONDITIONS

- 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 Price has been paid. The remaining 10% of the Contract Price 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.
- 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

SECTION 00700 - GENERAL CONDITIONS

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.

SECTION 00700 - GENERAL CONDITIONS

- 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.

SECTION 00700 - GENERAL CONDITIONS

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

SECTION 00700 - GENERAL CONDITIONS

- 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

SECTION 00700 - GENERAL CONDITIONS

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 OWNER 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 OWNER from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the OWNER 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.

SECTION 00700 - GENERAL CONDITIONS

- 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.
- 16.4 **ARCHEOLOGICAL 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 of Alaska.
 - 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

SECTION 00700 - GENERAL CONDITIONS

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.

SECTION 00700 - GENERAL CONDITIONS

16.8 CERTIFIED PAYROLLS

- A. All CONTRACTORS or Subcontractor 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 Contractor's 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

SECTION 00700 - GENERAL CONDITIONS

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 effected 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.
- C. 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

SECTION 00700 - GENERAL CONDITIONS

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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 1 DEFINITIONS. *Remove* the definition for Contract Documents and *replace* with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Standard Specifications, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

SGC 2.2 COPIES OF DOCUMENTS. *Add* the following:

The OWNER shall furnish to the CONTRACTOR up to five (5) copies of the Contract Documents which may include bound reduced Drawings, if any, together with up to two (2) sets of full-scale Drawings. Additional quantities of the Contract Documents and full-scale Drawings will be furnished at reproduction cost.

SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES. *Add* the following:

- C. In the preparation of the Contract Documents, the Engineer of Record has relied upon:
 - 1. Field measurements and visual inspection of the existing structures and surface conditions.
 - 2. Soils logs attached at the end of Section 00800 Supplementary General Conditions from locations indicated on Drawing C1, Project Map.

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
 - 2. 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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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 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):

1.	General Policy	\$1,000,000.00	Each Occurrence
		\$2,000,000.00	Annual Aggregate
2.	Products/Completed Operations	\$1,000,000.00	Each Occurrence
		\$2,000,000.00	Annual Aggregate
3.	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: Builders risk does not apply to 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.

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 Haines Borough shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.

SGC 6.20 ANTIDISCRIMINATION CLAUSE

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

SGC 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

D. The Value of Materials Stored at the site shall be an amount equal to 85%.

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

- B. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor (ADOL) and provide the OWNER with clearance from the ADOL 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 letter for this purpose is at the end of this section.

SGC 16.8 CERTIFIED PAYROLLS. *Change* paragraph A. to read:

- A. All CONTRACTORS or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination. Copies of the certified payroll shall be sent to:

Borough Clerk
Haines Borough Project Manager
P.O. Box 1209
Haines, Alaska 99827

Add the following SGC 17:

SGC 17 GENERAL INFORMATION. This Project is currently funded by grants and loans from the U.S. Environmental Protection Agency and the State of Alaska (Alaska Department of Environmental Conservation).

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Employment Security Tax Clearance

To: Alaska Department of Labor
Juneau Field Tax Office
Phone: 907-465-2787
Fax: 907-465-2374

From: _____

Subject: **Barnett Pump Station Replacement Project**

Timeframe of Contract _____

Please advise whether or not clearance is granted for the following CONTRACTOR or Subcontractor:

Name Address

Per AS 23.20.265 of the Alaska Employment Security Act, this request is for tax liability clearance and release to make final payment for WORK performed under the subject contract. Please send your response to:

Brian Lemcke, Haines Borough Project Manager
Haines Borough
103 Third Avenue South
Haines, Alaska 99827

- Tax Clearance is granted.
- Tax Clearance is NOT granted.

Remarks: _____

Signature Date

Title

END OF SECTION

**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, Attachment 6 and the Published Davis Bacon Wage Rates Dated May 17, 2013 following this page 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 appropriate. Both state and federal wage rates apply and the highest rate shall be used.

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 and
Wage and Hour Administration
P.O. Box 21149
Juneau, AK 99802-1449
907-465-4842

Borough Clerk
Haines Borough
103 Third Avenue South
Haines, AK 99827
(907) 766-2231

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

Borough Clerk
Haines Borough
103 Third Avenue South
Haines, AK 99827
(907) 766-2231

Wage and Hour Section
State of Alaska
Department of Labor and Workforce Development
and Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 21149
Juneau, AK 99802-1449

- 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.

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

Tax Clearance letters from the Alaska Department of Labor (provided in Section 00800 Supplementary General Conditions).

END OF SECTION

**Haines Borough
Highlands Estates
2013 Water System Upgrade**

**ALASKA LABOR STANDARDS,
REPORTING, AND PREVAILING WAGE
RATE DETERMINATION
Page 00830-1**

ATTACHMENT 6

Wage Rate Requirements Under FY 2012 Appropriations Act

Preamble

With respect to the Clean Water and Safe Drinking Water State revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements under FY 2012 Appropriations Act For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2012 Appropriations Act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact (**insert name or organizational unit Regional EPA DB contact**) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2012 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

II. Requirements under FY 2012 Appropriations Act For Subrecipients That Are Not Governmental Entities

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2011 Full-Year Continuing Appropriation Act with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact (insert name or organizational unit Regional EPA DB contact) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2011 Full-Year Continuing Appropriation, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking

water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official).

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2011 Full-Year Continuing Appropriation, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid

fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor

responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent

documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

General Decision Number: AK130001 05/17/2013 AK1

Superseded General Decision Number: AK20120001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/04/2013
1	02/15/2013
2	03/08/2013
3	03/22/2013
4	04/19/2013
5	05/03/2013
6	05/17/2013

ASBE0097-001 01/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 33.58	17.92

ASBE0097-002 01/01/2012

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 33.58	17.92

* BOIL0502-002 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 42.97	26.60

BRAK0001-002 07/01/2011

Rates Fringes

Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....\$ 37.39	17.60
Tile & Terrazzo Finisher.....\$ 31.78	17.60

CARP1501-001 09/01/2012

	Rates	Fringes
MILLWRIGHT.....\$ 34.59		19.21

CARP2520-003 09/01/2012

	Rates	Fringes
Diver		
Stand-by.....\$ 40.50		21.21
Tender.....\$ 39.50		21.21
Working.....\$ 80.30		21.21
Piledriver		
Carpenter.....\$ 36.19		21.21
Piledriver; Skiff Operator and Rigger.....\$ 36.19		21.21
Sheet Stabber.....\$ 36.19		21.21
Welder.....\$ 41.75		21.21

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP4059-001 09/01/2012

	Rates	Fringes
CARPENTER		
Carpenter.....\$ 36.19		21.21
Lather/Drywall Applicator...\$ 36.19		21.21

ELEC1547-004 04/01/2013

Rates	Fringes
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CABLE SPLICER.....	\$ 39.87	3%+\$22.93
Electrician;Technician.....	\$ 38.12	3%+\$22.93

ELEC1547-005 04/01/2012

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 49.92	3%+\$24.08
Linemen (Including Equipment Operators, Technician).....	\$ 48.17	3%+24.08
Powderman.....	\$ 46.17	3%+\$24.08
TREE TRIMMER.....	\$ 33.62	3%+\$18.58

ELEV0019-002 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.575	25.185+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0302-002 01/01/2013

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.28	19.85
GROUP 1A.....	\$ 40.04	19.85
GROUP 2.....	\$ 37.51	19.85
GROUP 3.....	\$ 36.79	19.85
GROUP 4.....	\$ 30.58	19.85
TUNNEL WORK		
GROUP 1.....	\$ 42.11	19.85
GROUP 1A.....	\$ 44.04	19.85
GROUP 2.....	\$ 41.26	19.85
GROUP 3.....	\$ 40.47	19.85
GROUP 4.....	\$ 33.64	19.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter

Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant,

Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer;Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 08/01/2012

	Rates	Fringes
Ironworkers:		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 33.55	24.16
FENCE, BARRIER AND GUARDRAIL INSTALLERS.....	\$ 30.05	24.16
GUARDRAIL LAYOUT MAN.....	\$ 30.79	24.16
HELICOPTER, TOWER.....	\$ 34.55	24.16

LABO0341-005 09/01/2012

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 29.00	21.42
GROUP 2.....	\$ 30.00	21.42
GROUP 3.....	\$ 30.90	21.42
GROUP 3A.....	\$ 34.18	21.42
GROUP 3B.....	\$ 35.01	21.42
GROUP 4.....	\$ 18.57	21.42
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	21.42
GROUP 2.....	\$ 33.00	21.42
GROUP 3.....	\$ 33.99	21.42
GROUP 3A.....	\$ 37.60	21.42
GROUP 3B.....	\$ 38.51	21.42
Laborers: South of the 63rd Parallel & West of Longitude 138 Degrees		
GROUP 1.....	\$ 29.00	21.42
GROUP 2.....	\$ 30.00	21.42
GROUP 3.....	\$ 30.90	21.42
GROUP 3A.....	\$ 34.18	21.42
GROUP 3B.....	\$ 35.01	21.42
GROUP 4.....	\$ 18.57	21.42
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	21.42
GROUP 2.....	\$ 33.00	21.42

GROUP 3.....	\$ 33.99	21.42
GROUP 3A.....	\$ 37.60	21.42
GROUP 3B.....	\$ 38.51	21.42

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalmen; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang;
Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers;
Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill
Doctor (in the field); Drillers (including, but not limited
to, wagon drills, air track drills; hydraulic drills);
Powderman; Pioneer Drilling and Drilling Off Tugger (all
type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade
marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly
employed inside a tunnel portal or shaft collar.

PAIN1959-001 03/01/2013

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 30.15	19.10
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 30.67	19.10

PAIN1959-002 03/01/2013

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
Painters:		
Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 28.39	18.85
Machine Taper/Drywall.....	\$ 29.64	18.85
Spray-Sand/Blast, Epoxy and Tar Applicator.....	\$ 29.74	18.85

PAIN1959-003 01/01/2013

NORTH OF THE 63RD PARALLEL

Rates	Fringes
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GLAZIER.....\$ 35.76 18.61

 PAIN1959-004 07/01/2012

Rates Fringes

FLOOR LAYER: Carpet.....\$ 30.09 13.02

 PAIN1959-006 01/01/2013

SOUTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....\$ 35.76 17.86

 PLAS0867-001 02/01/2013

Rates Fringes

PLASTERER

North of the 63rd parallel..\$ 34.94 19.56
 South of the 63rd parallel..\$ 34.69 19.56

 PLAS0867-004 02/01/2013

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..\$ 34.69 19.56
 South of the 63rd parallel..\$ 34.44 19.56

 PLUM0262-002 07/01/2012

East of the 141st Meridian

Rates Fringes

Plumber; Steamfitter.....\$ 36.02 24.42

 PLUM0367-002 08/01/2012

South of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 37.06 20.64

 PLUM0375-002 07/01/2012

North of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 39.21 20.35

 PLUM0669-002 04/01/2012

Rates Fringes

SPRINKLER FITTER.....\$ 41.23 21.52

SHEE0023-003 07/01/2012

South of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 39.49	19.88

SHEE0023-004 07/01/2012

North of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 44.08	19.59

TEAM0959-003 09/01/2012

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.27	17.56
GROUP 1A.....	\$ 39.54	17.56
GROUP 2.....	\$ 37.01	17.56
GROUP 3.....	\$ 36.19	17.56
GROUP 4.....	\$ 35.61	17.56
GROUP 5.....	\$ 34.85	17.56

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards;

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Partsman; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and

Truck with pups) up to and including 10 yards; Track Truck Equipment; Stringing Truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 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.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK consists of furnishing and installing approximately 3,750' of 8-inch AWWA C-900 PVC water pipe and associated fire hydrants, water services and gate valves. It also includes removal of existing asphalt chip seal road surfacing, replacing it with a D-1 surface and imported backfill in areas with unsuitable subsurface soils.
- B. The site of the majority of WORK is at located in Haines, Alaska along the Oslund Drive, Young Road, Bjornstad Drive and Muncaster Drive area.
- C. OWNER:
Haines Borough
P.O. Box 1209
Haines, Alaska 99827

Engineer:
Carson Dorn Inc.
712 West 12th Street
Juneau, AK 99801
(907) 586-4447 Attn: Jim Dorn

1.3 CONTRACT METHOD

- A. The WORK, hereunder will be constructed under a unit price contract.

1.4 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.

SECTION 01010 - SUMMARY OF WORK

- 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.

1.5 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 plan drawings.

1.6 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 to facilitate the OWNER's operations and to minimize 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

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 of 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 the 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 item that is not specifically set forth in the Bid Schedule, and all costs therefor shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to 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. All coordination of the WORK to be accomplished by the private utility companies..
 - 2. Watering of the site as necessary for dust control.
 - 3. Removal and replacement of landscaping items, barricades, survey monuments and markers, whether shown on the plans or not.
 - 4. Erosion and sediment control from excavation and dewatering activities.
 - 5. Seeding and re-vegetating areas disturbed by construction of this Project.
 - 6. Maintenance of all services through the Project area, including private water systems, storm sewers, garbage pickup, mail delivery, other deliveries and emergency vehicles.
 - 7. Traffic control, including flaggers, and installation and maintenance of traffic control devices.
 - 8. Back fill with usable material from excavation.

2.1 MOBILIZATION (Pay Item No. 1505.1) PRICE BASED ON LUMP SUM

- 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:

SECTION 01025 - MEASUREMENT AND PAYMENT

1. When 5% of the total original contract amount is earned from other bid 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 bid 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 original contract amount will be paid.

2.2 EROSION CONTROL PLAN AND SWPPP (Pay Item No. 01570.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Erosion Control Plan and SWPPP will be based upon the completion of the entire WORK as Lump Sum Pay Unit, complete, including preparation and approval of the Erosion Control Plan and SWPPP all in accordance with the requirements of the Contract Documents.
- B. Payment for Erosion Control Plan and SWPPP will be made at the amount named in the Bid Schedule under Pay Item No. 01570.1, which payment will constitute full compensation for all WORK described in Section 01570- Erosion Control, as shown on the Drawings and as directed by the ENGINEER.

2.3 CLEARING AND GRUBBING (Pay Item No. 2201.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Clearing and Grubbing 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. Clearing and Grubbing shall include removal of all vegetation in locations where the new pipe, water services or fire hydrants will be installed.
- C. Payment for Clearing and Grubbing will be made at the amount shown on the Bid Schedule under Pay Item No. 2201.1, which payment will constitute full compensation for all WORK described in Section 02201 - CLEARING AND GRUBBING, as shown on the plans, and as directed by the ENGINEER.

2.4 IMPORTED BACKFILL (Pay Item No. 2203.1) PRICE BASED ON QUANTITY, CUBIC YARD

- A. Measurement for payment for Imported Backfill will be by the cubic yard in final position on the basis of neat lines follows:
 1. Width shall be nominal diameter of pipe to be installed plus two feet.
 2. Depth shall be from original ground to the design elevation shown on the plans or to the actual depth excavated, whichever is less, except when additional depth is authorized in writing by the ENGINEER.
 3. Length shall be measured along the centerline of the trench within the limits

SECTION 01025 - MEASUREMENT AND PAYMENT

shown on the plans or as authorized in writing by the ENGINEER.

- B. Imported Backfill will not be measured for payment unless and until all available backfill material obtained from excavation has first been utilized as specified.
- C. Payment for Imported Backfill will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2203.1, which payment will constitute full compensation for all WORK described in Section 02203 - TRENCHING, as shown on the plans and as directed by the ENGINEER.

2.5 SHEETING, SHORING AND BRACING (Pay Item No. 2203.2) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Sheeting, Shoring and Bracing 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 sheeting, shoring, and bracing or equivalent method will be made at the lump sum price named in the Bid Schedule(s) under Pay Item No. 2203.2, which price shall constitute full compensation for completion of all planning, design, engineering fees, furnishing and constructing, and removal and disposal of such sheeting, shoring, and bracing as a lump sum pay item, complete, as required under the provisions of any permits, and in accordance with the latest safety requirements of State of Alaska and Federal OSHA and for all WORK described in Section 02203 – TRENCHING, as shown on the plans and as directed by the ENGINEER.

2.6 BASE COURSE, GRADING D-1 (Pay Item No. 2204.1) PRICED BASED ON QUANTITY, TON

- A. Measurement and payment for Base Course, Grading D-1 will be by the ton, installed in accordance with the Contract Documents. Said measurement may include moisture up to a maximum of 7.0% of dry weight of the material. Measurement of D-1 shall be for 6” of D-1 installed on all gravel traveled ways including Oslund Drive where asphalt chip seal surfacing is to be removed.
- B. When check tests by the ENGINEER indicate that the moisture content in excess of 7.0% may be occurring, the frequency of testing will be increased as necessary and the results averaged over a period of one day. When this average moisture content is greater than 7.0%, the tonnage, as measured over the above period shall be reduced by a percentage equal to the difference between the actual moisture content and 7.0%. No credit will be due the CONTRACTOR when moisture content is less than 7.0%. Samples for the determination of moisture content shall be collected at the point of weighing.
- C. Water used for installation of Base Course, Grading D-1 shall be considered incidental.
- D. Payment for Base Course, Grading D-1, will be made at the Unit Price named in the Bid Schedule under Pay Item 2204.1, which payment will constitute full compensation for all WORK described in Section 02204 – BASE COURSE, as shown on the plans and as

SECTION 01025 - MEASUREMENT AND PAYMENT

directed by the ENGINEER.

- 2.7 WATER PIPE, AWWA C-900 8-INCH PVC CLASS 150, (Pay Item No. 2601.1) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement for payment of water pipe will be made along the slope of the pipe from the centers of fittings, and valves in linear feet. No deduction in length will be made for valves and fittings. All fittings, except valves, required for satisfactory installation of water pipe will be considered incidental to the water pipe pay item
 - B. Measurement for Water Pipe, AWWA C-900 8-inch will include any smaller pipe necessary to connect to the existing pipe.
 - A. Trenching, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK.
 - B. Imported backfill necessary for water pipe will be measured and paid for separately.
 - E. All restrained pipe joints necessary for installation of restrained joint fittings will be considered incidental to other WORK under this section and will not be measured for payment.
 - F. Payment for Water Pipe, AWWA C-900 8-inch PVC, Class 150 will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2601.1, which payment will constitute full compensation for all WORK described in Section 02601 – WATER PIPE , as shown on the plans and as directed by the ENGINEER.
- 2.8 GATE VALVE AND VALVE BOX, 8-INCH, (Pay Item No. 2602.1) PRICE BASED ON QUANTITY, EACH
- A. Measurement for payment of gate valves and valve boxes will be based upon the quantity of gate valves and valve boxes furnished and installed in accordance with the requirements of the Contract Documents.
 - B. Excavation, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK.
 - C. Payment for Gate Valve and Valve Box, 8-inch, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2602.1, which payment will constitute full compensation for all WORK described in Section 02602 – VALVES, as shown on the plans and as directed by the ENGINEER.
- 2.9 REMOVE EXISTING VALVE BOX AND DELIVER TO HAINES WATER DEPT., (Pay Item No. 2602.2) PRICE BASED ON QUANTITY, EACH
- A. Measurement for payment of remove existing valve box and deliver to Haines Water Dept. will be based upon the quantity of valve boxes removed and delivered in accordance with the requirements of the Contract Documents.

SECTION 01025 - MEASUREMENT AND PAYMENT

- B. Excavation, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK.
 - C. Payment for Remove Existing Valve Box and Deliver to Haines Water Dept., will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2602.2, which payment will constitute full compensation for all WORK described in Section 02602 – VALVES, as shown on the plans and as directed by the ENGINEER.
- 2.10 INSTALL VALVE BOX, (Pay Item No. 2602.3) PRICE BASED ON QUANTITY, EACH
- A. Measurement for payment of install valve box will be based upon the quantity of valve boxes installed on existing valves in accordance with the requirements of the Contract Documents. This pay item does not included the valve boxes installed with new valves under this project.
 - B. Excavation, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK.
 - C. Payment for Install Valve Box will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2602.3, which payment will constitute full compensation for all WORK described in Section 02602 – VALVES, as shown on the plans and as directed by the ENGINEER.
- 2.11 NEW FIRE HYDRANT ASSEMBLY, (Pay Item No. 2603.1) PRICE BASED ON QUANTITY, EACH
- A. Measurement for payment of fire hydrant assemblies will be based upon the quantity of fire hydrant assemblies furnished and installed in accordance with the requirements of the Contract Documents.
 - B. A fire hydrant assembly includes the fire hydrant, the tee or required fitting at the mainline water pipe, barrel extension (if required), thrust block, six-inch gate valve, valve box, joint restraints, continuity wires, thaw wires, warning tapes and any other fittings, including pipe to connect the hydrant leg from the mainline water pipe to the fire hydrant. Fire hydrants are to be Mueller Centurion.
 - C. Excavation, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK. Imported backfill necessary for fire hydrant assemblies will be measured and paid for separately.
 - D. Removing and replacing concrete curb, gutter and sidewalk necessary for installation of fire hydrants will not be measured for payment, but will be considered incidental to other WORK.
 - F. Payment for Fire Hydrant Assembly will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2603.1, which payment will constitute full compensation for all WORK described in Section 02603 – FIRE HYDRANTS, as shown on the plans and as directed by the ENGINEER.

SECTION 01025 - MEASUREMENT AND PAYMENT

- 2.12 REMOVE AND REPLACE FIRE HYDRANT, (Pay Item No. 2603.2) PRICE BASED ON QUANTITY, EACH
- A. Measurement for payment of remove and replace fire hydrant will be based upon the quantity of fire hydrant assemblies removed and replaced in accordance with the requirements of the Contract Documents.
 - B. Existing fire hydrants and their isolation valves that are being removed are to be delivered to the Haines Water Department.
 - C. The new fire hydrant assembly includes the fire hydrant, the tee or required fitting at the mainline water pipe, barrel extension (if required), thrust block, six-inch gate valve, valve box, joint restraints, continuity wires, thaw wires, warning tapes and any other fittings, including pipe to connect the hydrant leg from the mainline water pipe to the fire hydrant. Fire hydrants are to be Mueller Centurion.
 - D. Excavation, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK. Imported backfill necessary for fire hydrant assemblies will be measured and paid for separately.
 - E. Removing and replacing concrete curb, gutter and sidewalk necessary for installation of fire hydrants will not be measured for payment, but will be considered incidental to other WORK.
 - F. Payment for Remove and Replace Fire Hydrant will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2603.2, which payment will constitute full compensation for all WORK described in Section 02603 – FIRE HYDRANTS, as shown on the plans and as directed by the ENGINEER.
- 2.13 WATER SERVICE, [] -INCH, (Pay Item No. 2605.1, 2605.2 and 2505.3) PRICE BASED ON QUANTITY, EACH
- A. Measurement for payment of water services will be based upon the quantity of water services furnished and installed in accordance with the requirements of the Contract Documents.
 - B. A water service includes the curb stop, service box, corporation stop, thaw wires, service saddle, required fittings, warning tape, service pipe and all other items necessary for a complete installation.
 - C. Excavation, backfill, and bedding will not be measured for payment, but will be considered incidental to other WORK. Imported backfill necessary for water services will be measured and paid for separately.
 - D. All fittings, materials and labor necessary to connect to existing water lines at the property line will not be measured for payment but will be considered incidental to other WORK.
 - E. Payment for Water Service, 1-inch will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2605.1, which payment will constitute full compensation

SECTION 01025 - MEASUREMENT AND PAYMENT

for all WORK described in Section 02605 – WATER SERVICES, as shown on the plans and as directed by the ENGINEER.

- F. Payment for Water Service, 2-inch will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2605.2, which payment will constitute full compensation for all WORK described in Section 02605 – WATER SERVICES, as shown on the plans and as directed by the ENGINEER.

2.14 CONSTRUCTION SURVEYING, (Pay Item No. 2702.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment of Construction Surveying 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. Payment for Construction Survey will be made at the amount 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 plans and as directed by the ENGINEER.

2.15 REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT, CONCRETE OR CHIP SEAL (Pay Item No. 2806.1) PRICE BASED ON QUANTITY, SQUARE YARD

- A. Remove and dispose of existing asphalt pavement, concrete or chip seal, will be measured for payment per square yard, complete, in accordance with Section 02806.
- B. Payment for Remove and Dispose of Existing Asphalt Pavement, Concrete or Chip Seal will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2806.1, which payment will constitute full compensation for all WORK described in Section 02806 – REMOVE EXISTING ASPHALT SURFACING, as shown on the Drawings and as directed by the ENGINEER.

END OF SECTION

SECTION 01070 - ABBREVIATIONS OF INSTITUTIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms or abbreviations which may appear in these Specifications shall have the meanings indicated herein.

1.2 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
ATM	Alaska Test Methods
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CBJ	City & Borough of Juneau
CBM	Certified Ballast Manufacturers

SECTION 01070 - ABBREVIATIONS OF INSTITUTIONS

CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturer's Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FPL	Forest Products Laboratory
HI	Hydronics Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IOS	International Organization for Standardization
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry

SECTION 01070 - ABBREVIATIONS OF INSTITUTIONS

TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 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, standards, 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.

1.2 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.
- B. References herein to "Building Code" or "Uniform Building Code" shall mean Uniform Building Code of the International Conference of Building Officials (ICBO).
- C. 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.
- D. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing

SECTION 01090 - REFERENCE STANDARDS

any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.

- E. 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.
- F. Applicable Standard Specifications. References in Contract Sections 02801 -ASPHALT CONCRETE PAVEMENT to Standard Specifications shall mean the Alaska Department of Transportation and Public Facilities "STANDARD SPECIFICATIONS for Highway Construction - 1988" and any supplements or amendments thereto.
- G. 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.
- H. 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)

END OF SECTION

SECTION 01300 - CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER.
- B. Within 14 days after the date of commencement as stated in the Notice to Award, the CONTRACTOR shall submit the following items to the ENGINEER for review:
 - 1. A preliminary schedule of Shop Drawing, Sample, and proposed Substitutes or “Or-Equal” 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. All required Material Safety Data Sheets.
 - 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 the EEO Officer and that person's responsibility and authority.
- C. No payments shall be made to the CONTRACTOR until all these items are submitted in their entirety, as determined by the ENGINEER.
- D. CONTRACTOR shall provide submittals for the following items:
 - 1. Site piping and fittings
 - 2. All Valves
 - 3. Fire Hydrants
 - 4. Water Services

1.2 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, 8 copies of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and 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

SECTION 01300 - CONTRACTOR SUBMITTALS

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 30 calendar days following their receipt 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 monies due the CONTRACTOR to cover additional costs of the ENGINEER review beyond the second submittal. The ENGINEER's maximum review period for each submittal including all re-submittals will be 30 days per submission. In other words, for a submittal that requires 2 re-submittals before it is complete, the maximum review period for that submittal could be 90 days.
- E. If 3 copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and re-submission of said submittal will not be required.
- F. If 3 copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and re-submission of said submittal will not be required.
- G. If one copy of the submittal is returned to the CONTRACTOR marked "AMEND-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- H. If one copy of the submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT," 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 "MAKE CORRECTIONS NOTED." Corrections indicated on submittal 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, time, or requirements.
- 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 so 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 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

SECTION 01300 - CONTRACTOR SUBMITTALS

in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

1.3 SAMPLES SUBMITTAL

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than 3 samples of each such item or material to the ENGINEER for acceptance at no additional cost to the OWNER.
- B. Samples, as required herein, shall be submitted for acceptance a minimum of 21 days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the WORK.
- C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Supplier's names for identification and submitted to the ENGINEER for acceptance. Upon receiving acceptance of the ENGINEER, one set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, and one set of samples will be retained by the ENGINEER, and one set of samples shall remain at the job site until completion of the WORK.
- D. Unless clearly stated otherwise, it is assumed that all colors and textures of specified items presented in sample submittal are from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products or equipment lines, and their selection will require an increase in contract time or price, the CONTRACTOR will clearly indicate this on the transmittal page of the submittal.

1.4 RECORD DRAWINGS SUBMITTAL

- 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. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or 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.

SECTION 01300 - CONTRACTOR SUBMITTALS

- 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 20th 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.

1.5 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 dates 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 CONTRACTORS progress schedule of work or upon request of the ENGINEER, the contractor 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.

1.6 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 quality 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:
 - 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.
 - 4. 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.

SECTION 01300 - CONTRACTOR SUBMITTALS

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:
1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request" for acceptance thereof. The CBJ Engineering "Substitution Request Form" is located at the end of this Section.
 2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Requests" shall be submitted within the 21-day period after Notice of Award.
 3. 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.
 5. 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" 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" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution:

SECTION 01300 - CONTRACTOR SUBMITTALS

1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of substantial completion on time.
2. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(Substitution Request Form - next page)

SUBSTITUTION REQUEST FORM

TO: _____ Project: _____ Contract No. _____

OWNER:

SPECIFIED ITEM:

Section _____ Page _____ Paragraph _____ Description _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and construction costs caused by the requested substitution which is estimated to be approximately \$_____.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the work is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the proposed substitution is the equivalent of, or is superior to, the specified item.

Submitted by Contractor:

Reviewed by Architect/Engineer: _____ Signature

_____ Accepted

_____ Accepted as Noted

_____ Not Accepted

_____ Received Too Late

Firm:

By: _____

Date: _____

Title: _____

Telephone: _____ Date: _____

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 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.

1.2 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 a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.3 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 materials 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.

1.4 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.

SECTION 01400 - QUALITY CONTROL

2. The ENGINEER will perform inspections as specified in individual specification sections.
3. Reports will be submitted by the independent firm to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The CONTRACTOR shall cooperate with the ENGINEER or independent firm and 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.
6. 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

3.1 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 Contract Documents.

END OF SECTION

SECTION 01505 – MOBILIZATION

PART 1 - GENERAL

1.1 GENERAL

- A. Mobilization shall include obtaining all permits; moving all plant and equipment onto the site; furnishing and erecting plants, 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 plant and equipment required for operations onto the site.
 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.

1.2 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 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 ENGINEER for approval. When approved by the ENGINEER, 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)

END OF SECTION

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

PART 1 - GENERAL

1.1 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 requirements of the Contract Documents.
- B. All utility locates shall be the responsibility of the CONTRACTOR. CALL HAINES AT 766-2200 for locates of all underground utilities within the WORK limits prior to any work.
- C. 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.
- D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or 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-of-way 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 or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two 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.

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

1.3 PROTECTION OF SURVEY MONUMENTS, STREET AND/OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers 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 elsewhere in the Contract, after all street or roadway resurfacing has been completed. Re-establishment of all survey monuments shall be by a Registered Alaskan Land Surveyor.

1.4 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 pavements 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 back 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.

1.5 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

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

unforeseen utility lines to provide for uninterrupted 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.
- 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 known 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 that 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.

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

- 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 arrangements 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 its 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.

1.6 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General. The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming. Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement. The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the jurisdictional agency or OWNER.

1.7 PROTECTION OF EXISTING STRUCTURES

- A. Compaction Equipment and Operations. The CONTRACTOR shall restrict compaction operations as necessary to assure no damage occurs to adjacent buildings. This may require the use of smaller compaction equipment than is usually employed for trench backfill and roadway embankment compaction operations when in the vicinity of buildings sensitive to vibrating or other impact-type activities. It shall be the CONTRACTOR's responsibility to determine in which areas of the project the compaction operations must be restricted, to avoid damage to existing buildings. The foregoing restrictions on the size of, and magnitude of impact energy exerted by, compaction equipment will in no way relieve the CONTRACTOR from the compaction requirements as specified in other Sections of the Contract.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 HIGHWAY LIMITATIONS

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

1.2 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.
- B. Temporary Bridges. Wherever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

1.3 MAINTENANCE OF TRAFFIC

- A. General. Unless otherwise provided, the roadway undergoing improvements shall be kept open to all traffic by the CONTRACTOR. Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. The CONTRACTOR shall provide unimpeded access through the project limits for emergency vehicles and make every effort to provide minimum delay to United States Postal Service vehicles and garbage collection vehicles.
- B. The CONTRACTOR shall submit three (3) copies of a traffic control plan to City the ENGINEER for approval a minimum of two (2) weeks prior to construction. The ENGINEER reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the CONTRACTOR's expense.
- C. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where so provided on the plans or otherwise approved by the ENGINEER, the CONTRACTOR may by-pass traffic over a detour route. When no longer required, the detour shall be removed and the approached obliterated.

SECTION 01550 - SITE ACCESS AND STORAGE

- D. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.
- E. The CONTRACTOR's equipment shall stop at all points of intersection with the traveling public unless satisfactory traffic control measures, approved in writing by the ENGINEER, are installed and maintained at CONTRACTOR's expense.
- F. When the CONTRACTOR is required to maintain traffic through grading, roadway excavation and embankment areas, the construction shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be properly crowned for drainage. In advance of other grading operations, sufficient fill shall be placed at culverts and bridges to permit traffic to cross unimpeded. Part width construction techniques shall be employed when the traffic is routed through roadway cuts or over embankments under construction. The material shall be excavated or placed in layers and the construction activities shall be alternated from one side to the other, with traffic routed over the side opposite the one under construction.
- G. During the removal and laying of culvert pipe, a maximum time of one hour of road closure may be permitted, providing the removal and laying of the culvert pipe cannot be completed for one-half width of the roadway and provided that a detour cannot be constructed around the culvert being laid. Closure shall be scheduled so as not to delay buses and peak hour traffic. The CONTRACTOR shall post, at the site of the closure within view of the waiting public traffic, the time the closure started and the time the road will again be open to traffic. The CONTRACTOR shall notify the Fire and Police Departments of such closures prior to commencement of work.
- H. At intervals of 48 hours and 24 hours prior to start up of construction operations, and at weekly intervals during the construction period, the CONTRACTOR shall advertise in the JUNEAU EMPIRE and have broadcast on all local radio stations the precise location, time of commencement, and proposed completion date of the WORK scheduled for the following week which will require detouring or otherwise effect public traffic. Detours shall be described in sufficient detail to efficiently inform the traveling public of the modified traffic pattern. The cost of these advertisements shall be considered incidental to other contract bid items. The CONTRACTOR will notify the property owners 24 hours prior to commencement of WORK.
- I. When, in the opinion of the ENGINEER, conditions are such that the safety and/or convenience of the traveling public is adversely affected, the CONTRACTOR will be immediately notified in writing. The notice will state the defect(s) and the corrective action(s) required. In the event that the CONTRACTOR neglects to take immediate corrective action, the ENGINEER may suspend all work on the project until satisfactory corrective action is performed. In the event the CONTRACTOR does not take corrective action within 24 hours, the ENGINEER may order such work as deemed necessary for public convince and safety accomplished by outside forces. The cost of this work shall be deducted from any monies due or that may become due under the terms or the contract.
- J. The CONTRACTOR shall bear all expense of maintaining the traffic over the section of road undergoing improvement, including dust control and snow plowing, and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct compensation, except as provided below:

SECTION 01550 - SITE ACCESS AND STORAGE

1. Special Detours. When the proposal contains a bid item for detours, the payment for such item shall cover all cost of constructing and maintaining such detour or detours, including the construction of any and all temporary bridges and accessory features and the removal of the same, and obliteration of the detour road. Right-of-way for temporary highways or bridges will be furnished by the CBJ.
 2. Maintenance of Traffic During Suspension of WORK. The CONTRACTOR shall make passable and shall open to traffic such portions of the project and temporary roadways as may be agreed upon between the CONTRACTOR and the ENGINEER for the temporary accommodation of necessary traffic during the anticipated period of suspension. If the suspension is seasonal (winter shutdown), thereafter, and until an issuance of an order for the resumption of construction operations, the maintenance of the temporary route of line of travel agreed upon will be the responsibility of the CBJ. Prior to the CBJ accepting the project for winter shutdown, the CONTRACTOR shall do all work necessary to provide a roadway surface and subgrade that will not require the CBJ to perform additional maintenance work during the shutdown period, except for purpose of snow removal. If the WORK is suspended due to unfavorable weather, failure of the CONTRACTOR to correct conditions unsafe for the workers or the general public, failure to carry out provisions of the Contract, or for failure to carry out orders of the ENGINEER, all costs for maintenance of traffic during the suspended period shall be borne by the CONTRACTOR. When WORK is resumed, the CONTRACTOR shall replace or renew any WORK or materials lost or damaged because of temporary use of the project; shall remove, to the extent directed by the ENGINEER, any work or materials used in the temporary maintenance; and shall complete the project as though its prosecution had been continuous and without interference.
- K. Traffic Control. All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by the CONTRACTOR. For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, flaggers and provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1) with the current State of Alaska supplements.
- L. The CONTRACTOR shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- M. Special pedestrian detours are often necessary in areas adjacent to new construction or demolition of existing structures. The ENGINEER shall determine when walkways are required. Plans for walkways must be approved by the ENGINEER.
- N. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- O. Temporary Street Closure. If closure of any street is required during construction, the CONTRACTOR shall apply in writing to the City ENGINEER and any other jurisdictional

SECTION 01550 - SITE ACCESS AND STORAGE

agency at least 30 days in advance of the required closure and again at 48 hours. A Detour and Traffic Control Plan shall accompany the application.

- P. The CONTRACTOR shall notify the Police and Fire Departments and any other affected agency of all planned street closures. Notification shall consist of giving the time of commencement and proposed date of completion of work and names of street, schedule of operations, and routes of detours. Such notification shall be given at least 48 hours before such closure is to take effect.
- Q. Temporary Driveway Closure. The CONTRACTOR shall maintain access to all residential, commercial and street approaches. Any temporary closures shall require prior approval by the ENGINEER. The CONTRACTOR shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one (1) eight-hour work day at least three (3) working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the owner/occupant how long the work will take and when closure is to start.
- R. On-Site Cellular Phones. The CONTRACTOR shall maintain one active cellular phone at the project site at all times with the phone number provided to the CBJ Fire, Police and Engineering Departments. The cellular phone shall be carried by the person in charge of the field operations. The CONTRACTOR shall provide and allow the use of the CONTRACTOR's radio frequency to facilitate communication between the CONTRACTOR and the ENGINEER.
- S. Street Closure Requirements. The following street closure allowances and limitations shall apply to this Contract, and shall take precedence over any conflicting public access requirements and limitations given elsewhere in the Contract Documents.
1. The CONTRACTOR will not be permitted to obstruct vehicular traffic between the hours of 4:30pm and 8:00am, seven days per week.
 2. Emergency vehicle, pedestrian, garbage, and mail delivery access is required at all times. The CONTRACTOR shall contact Arrow Refuse, Inc. regarding any work affecting scheduled garbage pickup.
 3. Street closure to vehicular traffic will not be permitted until all project site residents or other users of project site parking lots affected by the closure have been notified. This notification shall be given at least 8 hours prior to the closure.
 4. At the time of each road closure, the CONTRACTOR shall contact the Fire and Police Departments and inform them of the planned period of closure. Further contact shall be made when the planned closure period is changed.

1.4 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.

SECTION 01550 - SITE ACCESS AND STORAGE

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 CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
4. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
5. 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 clean-up and removal of the area.
6. 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.

1.5 PARKING

- A. The CONTRACTOR shall direct its employees to park in areas as directed by the ENGINEER.
- 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)

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide for erosion control during construction in accordance with the requirements of the Alaska Department of Environmental Conservation (ADEC) and the Environmental Protection Agency (EPA). All sedimentation from on-site drainage shall be caught on-site.
- B. The WORK under this section includes providing all labor, materials, tools and equipment necessary to construct and maintain temporary erosion control works; including but not limited to, silt fences, settling ponds, hay or straw bale, check dams, ditches, etc..

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall be suitable for the intended use and perform effectively to control silt and surface erosion. All materials shall remain the property of the CONTRACTOR.

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall install temporary erosion control structures and devices as necessary and/or as directed by the ENGINEER. They shall be maintained in effective operating condition at all times. Catch basin silt screens, silt fences and any other silt collection devices shall be cleaned whenever they have become half-filled with silt or debris, and other items shall be cleaned, repaired, or replaced as necessary. Prior to completion of work, the CONTRACTOR shall clean and remove all silt and debris from the settling pond and check dams.
- B. Temporary erosion control structures shall remain in place until replaced by permanent erosion control WORK, or until the ENGINEER approves their removal.
- C. The CONTRACTOR shall be responsible for meeting the requirements of all permits (including permits naming the OWNER, or other parties) required near streams and water bodies and, therefore, shall be responsible for the quality of the run-off water from the Project site and for any fine and penalties resulting from the construction operation
- D. The CONTRACTOR is responsible to prepare, submit and maintain a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Alaska

Construction General Permit (CGP) to the EPA and ADEC that is in accordance with their construction methodologies and sequences. This includes submission of a Notice of Intent (NOI) to the EPA.

- E. The CONTRACTOR shall submit to the ENGINEER an Erosion and Sediment Control Plan, a copy of the NOI and documentation of their submittal of the SWPPP to ADEC, prior to beginning any WORK at the Project site. WORK at the Project site will not be permitted until approval of this plan has been obtained from the governing agency or agencies.

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

- A. The word "Products," as used herein, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the WORK.

1.2 QUALITY ASSURANCE

- A. Source Limitations. To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.
- B. Compatibility of Options. Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

1.3 PRODUCT DELIVERY/STORAGE/HANDLING

- A. The CONTRACTOR shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.4 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's unopened containers or packaging.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment by methods to prevent soiling and damage.

SECTION 01600 - MATERIALS AND EQUIPMENT

- C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.5 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's written instructions.
- B. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged in a manner to provide access for maintenance and inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

1.6 MAINTENANCE OF STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available to the ENGINEER on request.
- B. The CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements.
- C. The CONTRACTOR shall verify that manufacturer-required environmental conditions are maintained continually.
- D. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes does not occur.
- E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
- F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to acceptance by the OWNER in accordance with the Contract Documents.

PART 2 – PRODUCTS & PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - PROJECT CLOSE-OUT

PART 1 - GENERAL

1.1 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 complied with the foregoing requirements for final clean-up of the project site.

1.2 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 week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.3 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,
 6. Or improvement pursuant to the provisions of law.
 7. Completed Certificate of Compliance and Release for all contractors involved in the WORK.

1.4 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance 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 a 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 a 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

SECTION 01700 - PROJECT CLOSE-OUT

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.

1.4 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 13 of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all supervision, labor, materials, tools and 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

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 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.

END OF SECTION

SECTION 01850 ASBESTOS CEMENT (AC) PIPE WORK PLAN

HIGHLANDS ESTATES 2013 WATER SYSTEM UPGRADE ASBESTOS CEMENT (AC) PIPE WORK PLAN

GENERAL

Portions of the existing water line that will be replaced by this project are asbestos cement (AC) pipe. The location of this pipe shown on the plans is based on the best information available from as-built drawings. There is AC pipe in the area for which the location is not known. The existing AC pipe is present in underground locations near the work.

PROJECT APPROACH

The AC pipe is not expected to be disturbed during the contract work. The existing AC pipe is to be abandoned in-place. Please note the following:

NOTE: THIS PROJECT IS LOCATED IN THE VICINITY OF EXISTING UNDERGROUND ASBESTOS CEMENT WATERLINE. ABANDON EXISTING ASBESTOS CEMENT WATERLINE IN PLACE.

ENCOUNTERING AC PIPE

The following plan has been developed to advise the Contractor of the actions they should take in the event that AC pipe should be encountered during the project:

- 1) If AC pipe is encountered such that removal of a section of pipe would be required to install the new water main, the Contractor shall notify the Engineer immediately after the AC pipe is encountered. A certified abatement worker shall be contracted to remove the necessary length of pipe so that construction can be completed. All removal shall be done using wet methods, following OSHA Class 2 Work Practices as described in 29 CFR 2926.1101.
- 2) If AC pipe is found in the trench but is not required to be disturbed in order to install the new water main, the AC pipe should be left undisturbed. If the pipe that is encountered is broken, the AC pipe shall be covered with wet native material as an encapsulating layer and shall be pressed back into the embankment or the bottom of the trench with the excavator bucket only in contact with the wet native material. Under no conditions shall the Contractor's crew be in the trench when AC pipe is encountered, and under no conditions shall the Contractor's crew disturb AC pipe unless such crew member holds a current Certificate of Fitness for Asbestos Abatement issued by the Alaska Department of Labor and Workforce Development.

SECTION 02201 - CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 GENERAL

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for clearing, grubbing, removing and disposing of all trees, tree clusters, stumps, brush, and other vegetation and debris (including earthen materials incidentally removed with vegetation and debris), and removing structures and obstructions located within the limits of clearing and grubbing shown on the plans, except such objects as are designated to remain in place or are to be removed in accordance with other sections of these Specifications. The WORK shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

- A. The OWNER will establish the limits of the WORK and will designate all trees, plants, shrubs and other items to remain. The CONTRACTOR shall protect and preserve all items designated to remain.
- B. Miscellaneous trimming of trees or shrubs designated to remain shall be conducted when directed by the OWNER. Trimming shall be in accordance with good tree surgery practice.
- C. All vegetation and debris to be removed shall be disposed of by the CONTRACTOR within areas indicated on the plans or approved by the OWNER. When burning is permitted, it shall be under the constant care of competent watchmen, and performed in such a manner that anything designated to remain on the right-of-way, the surrounding forest cover, or other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws and ordinances. The CONTRACTOR shall obtain all required permits.
- D. The CONTRACTOR is responsible to secure waste disposal sites, including obtaining written permission of the owner and any required permits, if none is indicated on the Plans. The cost of securing such sites shall be borne by the CONTRACTOR. If requested by the OWNER, the CONTRACTOR shall furnish the permit numbers of all required permits for disposal sites.
- E. Merchantable timber within the clearing limits will become the property of the Contractor, unless otherwise specified.
- F. No trees, shrubs or other plantings shall be disturbed or otherwise damaged, unless shown on the Plans or directed by the OWNER.

END OF SECTION

SECTION 02202 - EXCAVATION AND EMBANKMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for excavation for buildings and piping and placing backfill and imported backfill to the lines, grades and cross sections indicated in the Plans.

PART 2 - PRODUCTS

2.1 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.

2.2 BACKFILL/IMPORTED BACKFILL

- A. Material for backfill shall consist of excavated earth, sand, gravel, fractured rock or combination thereof containing no muck, peat, frozen materials, roots, sod or other deleterious materials, and shall be compactable to the density required by the specifications.

Imported Backfill shall conform to the following gradation:

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
3-Inch	100
2-Inch	85 - 100
No. 4	30 - 70
No. 200*	8 Max.

**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.

SECTION 02202 - EXCAVATION AND EMBANKMENT

2.3 SHOT ROCK BORROW

- A. Shot Rock Borrow shall conform to the following gradation:

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
6-inch	100
4-inch	50 – 85
3-inch	10 - 30
No.200*	0 – 3

**Gradation shall be determined on that portion passing the 3-inch screen.*

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Clearing and grubbing in excavation areas must be completed prior to beginning excavation operations.
- B. Excavations shall be reasonably smooth and uniform to the lines, grades and cross sections shown in the Plans. Excavations shall be conducted to insure that material outside of excavation limits remains undisturbed.
- C. Excavations shall be protected from erosion and maintained to drain freely at all times.
- D. Excavation in rock shall be to a minimum depth of 18 inches below the top of the finished surface within the limits of the roadbed. Undrained pockets shall not be left in the excavated surface of the rock.
- E. Where excavation to the limits indicated on the Plans encounters unsuitable underlying material, the OWNER may require the CONTRACTOR to remove the unsuitable material and backfill with approved material. The CONTRACTOR shall allow time to take the necessary cross section measurements before backfill is placed.
- F. Excavated soils that do not meet the requirements for backfill material and surplus suitable excavation meeting the requirements for backfill shall be disposed of by the CONTRACTOR at a location and in a manner approved by the OWNER. No material may be wasted without the prior approval of the OWNER.
- G. The CONTRACTOR is responsible for securing waste disposal sites if they are not indicated on the Plans. 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 requested by the OWNER, the CONTRACTOR shall furnish the permit numbers of all required permits for the disposal sites. The cost of securing such sites shall be borne by the CONTRACTOR.

SECTION 02202 - EXCAVATION AND EMBANKMENT

- H. If the CONTRACTOR fails to comply with the provisions of any city ordinance or permit pertaining to waste disposal or disposal sites; the OWNER shall have the right, after giving 30 days written notice, to bring the disposal sites into compliance and collect the cost of the work from the CONTRACTOR, either directly or by withholding monies otherwise due under the Contract.
- I. Temporary storage of useable or suitable excavation meeting the requirements for backfill is the responsibility of the CONTRACTOR, and no additional payment will be made.
- J. The CONTRACTOR shall conduct all operations to prevent contaminating useable excavation meeting the requirements for backfill with unsuitable material.
- K. When frozen material is excavated and meets all other requirements for backfill material, it shall be allowed to thaw and drain prior to placing in the fill. This material will be considered useable excavation and no additional payment will be made.
- L. The CONTRACTOR shall provide added care when excavating adjacent to existing fences and houses. Damage caused to existing walls, fences and houses by the CONTRACTOR shall be repaired at the CONTRACTOR's expense.
- M. After excavation to the limits of excavation prior to backfilling, the bottom of the excavation shall be compacted with a excavator or backhoe mounted vibrating compactor until a firm base for the backfill material is obtained.

3.2 PLACING BACKFILL

- A. Backfill shall be constructed to a reasonably smooth and uniform shape conforming to the lines, grades and cross sections indicated on the Plans using all excavated material meeting the requirements for backfill prior to importing backfill.
- B. The underlying ground shall be properly prepared prior to placing backfill material. Clearing and Grubbing in embankment areas must be completed prior to embankment operations. Debris shall be removed and surface depressions or holes shall be filled with suitable material to a level uniform surface and compacted before the embankment is constructed.
- C. Fill areas over swampy ground may be constructed by end-dumping an initial lift of sufficient depth to support hauling and spreading equipment.
- D. The finish surface shall not vary more than 0.1-foot when tested using a 10-foot straightedge, nor more than 0.1-foot from established grade. The bottom of the subgrade shall not vary more than 0.10-foot from established grade. Additionally, the algebraic average of all deviations from established finished subgrade elevations taken at 100-foot intervals shall be less than 0.02-foot.

SECTION 02202 - EXCAVATION AND EMBANKMENT

END OF SECTION

SECTION 02203 - TRENCHING

PART 1 - GENERAL

1.1 GENERAL

- A. The WORK under this section includes providing all labor, materials, tools and equipment necessary for the excavation and backfill required for installation of pipelines, manholes, vaults, diversion structures, and other appurtenances; and for ground surface restoration, including pavement.
- B. Bedding for this project shall meet the requirements for Bedding, Class B.

PART 2 - PRODUCTS

2.1 TRENCH EXCAVATION

- A. Trench excavation shall consist of all material, of whatever nature, excepting liquids, excavated from trenches within the limits described in Section 01025 - Measurement and Payment.

2.2 BEDDING

- A. Bedding, Class A, shall be aggregate conforming to the following gradation:

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
1 1/2"	100
No. 4	0-35
No. 200	0-10

- B. Bedding, Class B, shall be three inch minus material, free of muck, frozen material, lumps, organic material, trash, lumber or other debris, with no more than 10% passing the #200 screen.

2.3 BACKFILL

- A. Backfill is defined as material placed above the level of bedding material. Backfill material consists of native material excavated from the trench that is determined by the OWNER to be suitable as backfill. Backfill material used within road prisms shall be granular material, non-frost susceptible, that is free of rocks larger than six inches, muck, frozen material, lumps, organic material, trash, lumber, or other debris. All backfill material available from trench excavation shall be utilized prior to the use of imported backfill.

2.4 IMPORTED BACKFILL

- A. Imported backfill shall be granular material, free draining, free of muck, frozen material, lumps, or organic material and shall conform to the following gradation:
- B.

SECTION 02203 - TRENCHING

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
3"	100
No. 4	20-70
No. 200	0-8

2.5 AGGREGATE BASE

- A. Aggregate base shall conform to Grading D-1 of Section 02204.

2.6 SHOT ROCK BORROW

- A. Shot Rock Borrow shall conform to the following gradation:

SIEVE DESIGNATION	PERCENT PASSING BY WEIGHT
6-inch	100
4-inch	50 – 85
3-inch	10 - 30
No.200*	0 – 3

**Gradation shall be determined on that portion passing the 3-inch screen.*

2.7 FILTER CLOTH

- A. Filter cloth shall be either woven or non-woven and shall meet the following requirements:

Grab tensile strength: 90 lbs. minimum (ASTM D 1682)

Bursting strength: 100 psi minimum (ASTM D 751)

Equivalent opening size: 40 minimum, 100 maximum

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Prior to excavating trenches, all necessary clearing and grubbing shall be completed in accordance with the provisions of Section 02201 - Clearing and Grubbing.
- B. Excavation for trenches shall conform to the lines and grades shown on the Plans and to the limits depicted in the Standard Details. The CONTRACTOR shall also do any grading necessary to prevent surface water from entering the trench.

SECTION 02203 - TRENCHING

- C. Excavation of any and all material more than two feet below the invert of the pipe as shown on the Plans shall be done only when ordered in writing by the OWNER. The material so excavated will be handled in the manner described below.
- D. All excavated material suitable for use as backfill shall be piled in an orderly manner separately from unsuitable material, at a sufficient distance from the edge to prevent material from sloughing or sliding back into the trench; except that when the trench is in a traveled roadway the OWNER may require removal and temporary storage of excavated material elsewhere.
- E. Material unsuitable for use as backfill shall be hauled to a CONTRACTOR furnished disposal site off the project, unless otherwise directed in writing by the OWNER. The CONTRACTOR is responsible for securing waste disposal sites if none are indicated on the Plans. 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 requested by the OWNER, the CONTRACTOR shall furnish the permit numbers of all required permits for the disposal sites. The cost of securing such sites shall be borne by the CONTRACTOR.
- F. If the CONTRACTOR fails to comply with the provisions of any city ordinance or permit pertaining to waste disposal or disposal sites; the OWNER shall have the right, after giving 30 days written notice, to bring the disposal sites into compliance and collect the cost of the WORK from the CONTRACTOR, either directly or by withholding monies otherwise due under the contract.
- G. No more than 150 feet of trench shall be open in advance of laying of pipe, and not more than ten feet of trench shall remain open at the end of each working period. When the trench is in a traveled roadway, it shall be completely backfilled, in accordance with the specifications, and opened to traffic at the end of each working period.
- H. If explosives are used, the CONTRACTOR shall obtain all necessary permits and comply with all pertinent regulations. All utility companies shall be informed a minimum of 48 hours prior to the use of explosives in the vicinity of their facilities.
- I. The CONTRACTOR shall protect and preserve all existing pavement throughout the entire construction period. No tracked equipment may be operated on any pavement without first protecting the pavement with pavement pads approved by the OWNER. All pavement which is damaged in any manner by the CONTRACTOR's operations shall be restored to original or better condition at the CONTRACTOR's expense.
- J. Where required to prevent caving of the trench, or by any safety law or regulation, the CONTRACTOR shall furnish and install bracing and/or sheeting to protect the excavation. This bracing and/or sheeting shall be removed as trench backfill progresses. Filter cloth will be installed in areas with sloughing soils.
- K. The CONTRACTOR shall remove and dispose of all water entering the excavation. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent property, and in accordance with all applicable laws and regulations. Pumps shall be adequate to maintain a dry trench during the bedding, pipe installation, and initial backfill to an elevation at least one foot above the top of pipe. No backfill may be placed in standing

SECTION 02203 - TRENCHING

water under any circumstance, except when the Plans and/or specifications specifically permit installation of HDPE water pipe in a wet trench.

- L. Excavations for manholes and similar structures shall be large enough to provide proper working room. Any over depth excavation shall be backfilled with concrete or other approved material at the CONTRACTOR's expense.
- M. The CONTRACTOR shall provide temporary support of existing structures, as necessary to protect the structures from settlement or other disturbances caused by construction activities. All structures disturbed by the CONTRACTOR's activities shall be returned to original condition, or better.

3.2 BEDDING

- A. Bedding shall be placed in conformance with the lines and grades shown on the Plans and to the limits depicted in the Standard Details. Before placing any bedding material, the bottom of the trench shall be hand-raked ahead of the pipe laying operation to remove stones and lumps which will interfere with smooth and complete bedding of the pipe. The specified bedding material shall then be placed in layer(s) the full width of the trench, each layer not exceeding eight inches in thickness loose measure, and compacted to 95% of maximum density as determined by AASHTO T 180 D, until the elevation of the plan grade for the pipe invert is attained. The pipe bed shall then be fine-graded by hand and compacted as above. Bell holes shall be hand dug at the location of the joints and shall be of sufficient size to allow proper making of the joint and to prevent the collar or bell of the pipe from bearing on the bottom of the trench.
- B. After the pipe has been laid and approved for covering, the specified bedding material shall be placed evenly on both sides of the pipe for the full width of the trench. Approval for covering does not imply final acceptance of the pipe, or relieve the CONTRACTOR in any way of responsibility to complete the project in conformance with the Plans and Specifications. Bedding material shall be placed by hand in layers. The thickness, loose measure, of the first layer shall be either one-half the outside diameter of the pipe plus two inches or eight inches, whichever is least. This layer shall be compacted as specified above to provide solid support to the underside of the pipe. For pipe ten inches and smaller nominal diameter, the next layer shall be of the thickness required to complete placement of the bedding to a plane six inches above the pipe, after compaction as specified above.
- C. For pipe 12 inches and larger, the bedding material shall be placed and compacted in layers not more than 8 inches in thickness, loose measure, up to a plane 6 inches above the top of the pipe.
- D. The initial density test 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, 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 02203 - TRENCHING

3.3 BACKFILL

- A. The trench shall be backfilled above the bedding material, as shown on the Plans, or in the Standard Details, with approved material saved from trench excavation. If there is not sufficient approved material from the excavation, the backfilling of the trench shall be completed utilizing suitable material from roadway excavation, or imported backfill. The backfill and/or suitable material from roadway excavation shall be compacted to 95% of optimum density, as determined by AASHTO T 180-D. Lifts shall not exceed eight inches in depth for loose material. After backfilling of the trench is completed, any excess material from trench excavation shall be hauled to a CONTRACTOR furnished disposal site off the project.
- B. Where trenches cross roadways, streets or driveways, backfilling shall be done immediately following excavation and laying of the pipe. All crossings shall be backfilled, compacted, and open to traffic at the end of each day's work. Major road crossings shall be excavated and backfilled in half widths of the traveled way so that at least one-half of the roadway is open to controlled traffic at all times during the WORK. All WORK performed within a right-of-way shall be done in conformance with the appropriate permits issued by the respective agency having jurisdiction over the right-of-way.
- C. At least 24 hours prior to commencing backfilling operations, the CONTRACTOR shall notify the OWNER of the proposed method of compaction. No method will be approved until the CONTRACTOR has demonstrated, under actual field conditions, that such method will produce the degree of compaction required.
- D. The initial density test 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, 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.

3.4 AGGREGATE BASE

- A. Aggregate base shall be placed in layers not exceeding six inches compacted depth, extending the full width of the trench and compacted to 95% of maximum density as determined by AASHTO T 180 D. The thickness of the top layer shall be such that, after compaction, the surface shall be at the elevation shown in the Plans or Standard Drawings. Care shall be taken to assure proper compaction near the sides of the trench, and to avoid segregation.

3.5 ADDITIONAL TRENCH EXCAVATION/SHOT ROCK BORROW

- A. In order to create a stable foundation for water and sewer pipe, the ENGINEER may order additional trench excavation greater than the six inches below the pipe invert required for installation of bedding material. The additional excavation ordered by the ENGINEER will be backfilled with Shot Rock Borrow meeting the requirements of this Section.

END OF SECTION

SECTION 02204 - BASE COURSE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work under this section includes providing all labor, materials, tools and equipment necessary for furnishing and placing one or more layers of aggregate base or leveling course on a prepared surface to the lines and grades shown on the Plans.

PART 2 - PRODUCTS

2.1 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.
- B. Base course material shall conform to one of the following gradations as specified:

BASE COURSE GRADATIONS								
(Percent passing by weight)								
Sieve Designation	A	B	C	C-1	D	D-1	E	E-1
4	100							
2	85-100	100						
1 ½				100				
1			100	70-100		100		
¾				60-90	100	70-100		100
3/8				45-75		50-80		
#4	30-70	30-70	40-75	30-60	45-80	35-65		45-80
#8				22-52		20-50		32-80
#10			25-55		30-65			
#40				8-30		8-30		
#200	0-10	3-10	4-10	0-6	4-12	0-6	0-6	0-6

- C. For gradings C, D, & E, at least 50% by weight of the particles retained on the No. 4 sieve shall have at least one fractured face as determined by Alaska T-4.
- D. For gradings C-1, D-1 & E-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

3.1 CONSTRUCTION

- 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

SECTION 02204 - BASE COURSE

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 Plans. If required by the OWNER, the CONTRACTOR shall proof load questionable areas with a loaded truck or other piece of equipment approved by the OWNER.
- C. Blue tops shall be set to the top of base course. They shall be set by the Contractor at breaks in grade and on even grade at intervals not to exceed 50', with additional stakes at vertical curves.
- 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 Plans. 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 layer shall not exceed six inches. If the required compacted depth exceeds six inches, the base shall be constructed in two or more layers of approximately equal thickness. Each layer shall be shaped and compacted before the succeeding layer is placed.
- 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 aerated 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.
- H. The finished surface of the base course, when tested using a 10-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.
- I. The initial density test 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, 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.

END OF SECTION

SECTION 02601 - WATER PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing buried water pipe and fittings, thrust blocks, tie rods, electrical continuity, disinfection and testing. The CONTRACTOR shall install the water pipe and fittings to the horizontal and vertical alignment shown on the plans and shall complete all associated work described in this Section. All items in direct contact with the potable water are to be NSF 61 listed.

PART 2 - PRODUCTS

2.1 PIPE

- A. Water pipe shall be AWWA C-900 Class 150 PVC pipe (DR-25) and shall be NSF 61 listed. Lettering shall be legible and permanent under normal conditions of handling and storage.

2.2 JOINTS

- A. Unless otherwise shown on the plans, Standard Details, or as specified below, pipe joints shall be push-on rubber gasket type conforming to the requirements of AWWA C111.
- B. DIP placed within pipe casings shall have mechanical joint connections conforming to the requirements of AWWA C111. Refer to the Standard Detail.
- C. Restrained joint PVC water pipe shall be restrained using Uniflange Series 1350 joint restraints or approved equal..

2.3 FITTINGS

- A. Fittings for all water pipe and restrained joint water pipe shall be mechanical joint fittings with EBBA IRON "Megalug System," or approved equal.
- B. For connecting to existing water mains, the CONTRACTOR shall use a mechanical joint tee and a mechanical joint cutting-in-sleeve similar to Clow F-1220 or Mueller H-843, or a cast iron coupling similar to Rockwell 431, or approved equal.

2.4 THAW WIRE

- A. Thaw wire and continuity straps shall be No. 2 copper wire, stranded, with THW insulation or equal. Exothermic welding to attach continuity straps on DIP and fittings shall be "Cadweld" or approved equal.

2.5 UNDERGROUND MARKING TAPE

- A. Underground marking tape shall be blue, six-inch wide, 4-mil thick, polyethylene tape with black lettering with the following wording: "Caution: Water Line Buried Below". Marking tape shall be installed twelve inches above the top of all water pipe.

2.6 TIE RODS

SECTION 02601 - WATER PIPE

- A. Tie rods shall be threaded black iron or mild steel with a 12-mil minimum asphaltic coating and shall be located symmetrically around the perimeter of the pipe using anchorage lugs of standard manufacture for attachment where required. Unless otherwise shown on the plans, the number and size of the rods shall be as shown in the table below:

PIPE SIZE	TIE ROD SIZE	NO. OF RODS
4" - 10"	3/4"	2
12" - 16"	3/4"	4
18" - 20"	3/4"	6
22"	1"	4
24"	1"	6

2.7 CONCRETE

- A. Concrete for thrust blocks shall conform with Section 03302.

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall preserve and protect all existing utilities and other facilities including but not limited to: telephone, television, electrical, water and sewer utilities, surface or storm drainage, highway or street signs, mail boxes, or survey monuments. The CONTRACTOR shall immediately repair or replace utilities or other facilities damaged during construction. The CONTRACTOR shall support and protect any underground utility conduits, pipes, or service lines where they cross the trench.
- B. The CONTRACTOR shall give at least 24 hours notice to the City and Borough of Juneau, Utility Division prior to: (1) needing water or sewer main line locates; (2) interruption of water service in any area; or (3) use of water from any fire hydrant. Any water service disruption shall be restored as soon as possible. The CONTRACTOR shall comply with the current policy on "Water and Sewer Line Locates" of the City and Borough of Juneau, Public Works Department, Utilities Division. The CONTRACTOR shall notify all local radio stations and all customers that will be affected of a planned water service disruption.

3.2 INSTALLATION

- A. Water pipe shall be installed in accordance with the manufacturer's printed specifications and instructions, and in conformance with AWWA C151.
- B. The water pipe shall be handled carefully to prevent damage to the pipe, pipe lining, or coating. Water pipe and fittings shall be loaded and unloaded using hoists and slings to avoid shock or damage, and under no circumstances shall they be dropped, skidded, or rolled. If any part of the coating or lining is damaged, repair thereof shall be made in a manner satisfactory to the OWNER at the CONTRACTOR's expense. All water pipe and

SECTION 02601 - WATER PIPE

fittings shall be inspected for defects. Damaged pipe will be rejected and the CONTRACTOR shall immediately place all damaged pipe apart from the undamaged and shall remove the damaged pipe from the site within 24 hours.

- C. Whenever it becomes necessary to cut a length of water pipe, the cut shall be made by abrasive saw or by special pipe cutter.
- D. All pipe ends shall be square with the longitudinal axis of the water pipe and shall be reamed and smoothed to assure a good connection.
- E. The water pipe shall be laid to the horizontal and vertical alignment shown on the plans. A minimum five foot cover shall be maintained from finish grade to top of water pipe. Fittings shall be installed at the location shown on the plans, or as required.
- F. Water encountered during trenching operations shall be removed and/or controlled to prevent entry of water and other deleterious material into the pipe and fittings.
- G. To prevent dirt and other foreign material from entering the pipe and fittings during handling and installation, the open end of the pipe shall be protected by a water-tight plug at all times, except when jointing the next section of pipe.
- H. Under no circumstances shall pipe deflections, either horizontal or vertical, exceed the manufacturer's printed recommendations. Where deflections would exceed the manufacturer's recommendations, fittings shall be used.
- I. Vertical deflections to avoid obstructions that exceed allowable water pipe joint deflections shall be accomplished by the use of fittings, and either joint restraints or vertical thrust blocking conforming to the Standard Details. Additional fittings to those indicated on the Plans will be required to accomplish these vertical deflections.
- J. Concrete thrust blocks shall be furnished and installed in accordance with the plans and Standard Details. Thrust blocks shall be installed on all water lines, whether or not the joints are otherwise restrained.
- K. Pressurized water pipe ends shall be plugged and thrust blocks installed, in addition to the required harness assembly. Volume and bearing area of thrust blocks for end plugs shall be equal to applicable standards for bends greater than 45°. Refer to the Standard Details.
- L. Existing water pipes and appurtenances to be abandoned shall be as designated on the plans or directed by the OWNER. Abandoned water services shall be capped at the water main. Abandoned water pipes shall be mechanically plugged.
- M. All pipe fittings shall be restrained with EBBA Iron "Megalug System", or approved equal.
- N. Continuous water service shall be provided for all structures, except for interruptions necessary for connection of temporary or new piping to the existing service or mainline piping.
- O. Interruption of water services, disconnected or interrupted as a part of this project, shall be limited to four (4) hours.

SECTION 02601 - WATER PIPE

- P. The CONTRACTOR shall maintain continuous water service at a volume and pressure to match existing, to all structures, with either existing, temporary or new piping, except as provided in this Section.

3.3 FLUSHING, TESTING AND DISINFECTION

- A. Prior to acceptance, the CONTRACTOR shall "Open-Bore" flush the water pipe, then perform hydrostatic tests, electrical continuity tests, and disinfection. Testing may be done in any sequence. However, in the event the disinfection and continuity tests have been performed and repairs are made to the water pipe system in order to pass the hydrostatic test, all previous tests and the "Open-Bore" flushing shall be repeated to the satisfaction of the OWNER.

3.4 OPEN-BORE FLUSHING

- A. Open bore flushing is required of all installed water pipes to remove any foreign matter. The CONTRACTOR shall furnish, install and remove all pumps, fittings and pipes necessary to perform the flushing; shall provide all additional excavation and backfill; and shall dispose of all water and debris flushed from the water pipe. Flushing through fire hydrants, reduced outlets or fittings shall not be permitted unless specifically authorized in writing by the OWNER. The CONTRACTOR shall notify the OWNER, in writing, 48 hours in advance of any flushing operation. All flushing will be done between the hours of 1:00 a.m. and 5:00 a.m. unless otherwise authorized by the OWNER. A flushing scheme shall be submitted by the CONTRACTOR for review and approval by the OWNER prior to flushing.

3.5 HYDROSTATIC TESTING

- A. Hydrostatic testing will be conducted in the presence of the OWNER on newly installed water pipes after "Open-Bore" flushing, in accordance with the requirements of AWWA C600 and as stated hereafter. The CONTRACTOR shall furnish all assistance, equipment, labor, materials, and supplies necessary to complete the test to the satisfaction of the OWNER. The CONTRACTOR shall suitably valve-off or plug the outlet to existing or previously-tested water pipe prior to performing the required hydrostatic test. Prior to testing, all air shall be expelled from the water pipe. If permanent air vents are not available to accommodate testing, the CONTRACTOR shall install corporation stops and blow-off lines so the air can be expelled as the line is filled with water.
- B. The hydrostatic pressure shall be a minimum of 150 psi or 1-1/2 times the operating pressure of the water pipe, whichever is greater, unless otherwise directed by the OWNER. Acceptance pressure testing shall be done with all service lines installed, corporation stops open, and pressure against the closed curb stops. The duration of each hydrostatic pressure test shall be one hour. Pumping will cease after the required test pressure has been reached. If the pressure remains constant for one hour without additional pumping, that section of water pipe is acceptable.
- C. If the pressure drops 5 psi or more during the initial one-hour hydrostatic pressure test, the CONTRACTOR shall conduct a leakage test. Leakage shall be determined by measuring "make-up" water necessary to restore the specified test pressure. The quantity of water lost from the water pipe shall not exceed the number of gallons per hour as determined by the following formula:

SECTION 02601 - WATER PIPE

$$L = \frac{ND(P)^{0.5}}{7400}$$

L = Allowable leakage in gallons per hour

N = Summation of mechanical and push-on joints in length of water pipe tested

D = Diameter of water pipe in inches

P = Test pressure in pounds per square inch

- D. Should the tested section fail to meet the pressure test as specified, the CONTRACTOR shall locate and repair the defects and then retest the water pipe as specified above. Any specific leakage point detected shall be corrected by the CONTRACTOR to the satisfaction of the OWNER regardless of the allowable leakage specified above.
- E. All tests shall be made with the auxiliary gate valves open and pressure against the hydrant. After the hydrostatic test has been successfully completed, each valve shall be tested by closing in turn and relieving the pressure beyond. This test of the valves will be acceptable if there is no immediate loss of pressure on the gauge when the pressure comes against the valve being checked. The CONTRACTOR shall verify that the pressure differential across the valve does not exceed the rated working pressure of the valve.
- F. Sections to be tested shall be limited to 1,500 feet, unless otherwise approved, in writing, by the OWNER.
- G. Defective materials or quality of work, discovered as a result of hydrostatic tests, shall be replaced by the CONTRACTOR. Whenever it is necessary to replace defective material or correct the work quality, the hydrostatic test shall be repeated until a satisfactory test is obtained.
- H. The OWNER shall be present for all hydrostatic and leakage tests. The CONTRACTOR shall notify the OWNER at least 24 hours prior to any test and shall notify the OWNER at least 2 hours in advance of the scheduled time if the test is to be cancelled or postponed.
- I. After completion of testing, all test and air vent pipe shall be removed and the corporation stop closed at the water pipe, in the presence of the OWNER.

3.6 DISINFECTION

- A. Disinfection by chlorination of all new water pipe shall be completed and a satisfactory bacteriological report obtained prior to placing the pipe in service. "Open-bore" flushing shall be completed before chlorination is begun.
- B. Chlorine shall be applied by one of the following methods: (1) liquid chlorine gas-water mixture; (2) direct chlorine gas feed; or (3) hypochlorite commercial products such as HTH, Perchlolen, Macho-chlor, or approved equal. The chlorinating agent shall be applied at the beginning of the section adjacent to the feeder connection, insuring treatment of the entire water pipe. Water shall be fed slowly into the new water pipe with chlorine applied in amounts to produce a dosage of 50 ppm. Application of the chlorine solution shall continue until the required residual of not less than 50 ppm free chlorine is evident at all extremities of the newly constructed line.

SECTION 02601 - WATER PIPE

- C. The chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device. Chlorine gas shall be fed directly from a chlorine cylinder equipped with a suitable device for regulating the rate of flow and the effective diffusion of gas within the water pipe. Hypochlorite products shall be placed or injected into the water pipe. During the chlorination process, all intermediate valves and accessories shall be operated. Valves shall be manipulated so that the strong chlorine solution in the water pipe being treated will not flow back into the pipe supplying the water.
- D. The following table is to be used as a guide for chlorinating pipes by the calcium hypochlorite and water mixture method. The given dosage per 100 feet results in a chlorine solution of 40 to 50 ppm. This dosage takes into account that Contractors most frequently use granular HTH, which is 65% pure. If another chlorinating agent is used, the dosage must be adjusted.

E.

PIPE DIAMETER	DOSAGE (oz.) PER 100 FEET
4"	.60 oz.
6"	1.35 oz.
8"	2.75 oz.
10"	4.30 oz.
12"	6.19 oz.
16"	11.00 oz.
20"	17.00 oz.

- E. A residual of not less than 50 ppm free chlorine shall be produced in all parts of the water pipe. After 24 hours detention there shall be a minimum free chlorine residual of 25 ppm in all parts of the water pipe. This residual shall then be neutralized in the pipe by injecting an approved reducing agent such as sulfur dioxide, sodium bisulfate, sodium sulfite or sodium thiosulfate.
- F. After the water pipe system has been thoroughly flushed, samples will be taken at representative locations in the system by the OWNER, placed in sterile bottles, and submitted to an approved laboratory, for bacteriological examination. The presence of bacteria in any sample shall be verified with a second sample at the same location. If verified, the pipe disinfection procedure shall be repeated and additional samples taken for bacteriological examination. Pipe disinfection, sampling, and testing procedures shall be repeated, at the CONTRACTOR's expense, until satisfactory results are obtained.
- G. The water shall be flushed from the water pipe at its extremities, including all curb stops, until the replacement water chlorine residuals are equal to those of the permanent source of supply. The dechlorinated water and water used for flushing shall be disposed of in a manner approved by the OWNER, and in conformance with current requirements of the Alaska Department of Fish and Game, and the Alaska Department of Environmental Conservation.

END OF SECTION

SECTION 02602 – VALVES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing valves and valve boxes; and for raising or lowering existing valve boxes to conform to the final grade, as shown on the Plans and in conformance with the Standard Details. All Gate Valves shall be NSF 61 listed.

PART 2 - PRODUCTS

2.1 GATE VALVES

- A. Gate valves for water pipes twelve inches and smaller shall be of the iron body, non-rising bronze stem, resilient seated wedge type, equaling or exceeding the requirements of AWWA C509 and the specific requirements outlined in these specifications. Gate valves shall be NSF 61 listed.
- B. Gate valves shall open counter-clockwise and be provided with two-inch square wrench nuts, except that when installed within vault structures a hand wheel shall be provided for each valve. Provide valve operator extensions to within 12 inches of the surface.
- C. End connections shall be mechanical joint restrained joint.
- D. All internal ferrous metal surfaces shall be fully coated, holiday free, to a minimum thickness of 4-mils with a two part thermosetting epoxy coating. Said coating shall be non-toxic, impart no taste to water, protect all seating and adjacent surfaces from corrosion and prevent buildup of scale or tuberculation.
- E. Gate valves when attached to a restrained joint shall have tie rods and one retainer gland for each joint. The size and number of tie rods shall conform to the requirements of Section 02601.
- F. The CONTRACTOR shall provide four detailed repair manuals for the gate valves supplied; and a letter of certification from the supplier verifying that all requirements of AWWA C509 and these specifications have been met.
- G. The CONTRACTOR shall provide one standard packing kit for every group of 10 (and fraction thereof) of each size of gate valve.

2.2 BUTTERFLY VALVES

- A. Butterfly valves shall be used with water pipe sizes larger than twelve inches and shall be manufactured to equal or exceed the latest revision of AWWA C504 and the specific requirements outlined in these specifications.
- B. Butterfly valves shall open counter-clockwise and be provided with two-inch square wrench nuts, except that when installed within vault structures a hand wheel shall be provided for each valve.

SECTION 02602 – VALVES

- C. End connections shall be mechanical joint, unless otherwise indicated on the plans.
- D. All internal ferrous metal surfaces shall be fully coated, holiday free with a minimum of two coats of asphalt varnish per Federal Specification TT-V-51C. Said coating shall be non-toxic, impart no taste to water, protect all seating and adjacent surfaces from corrosion and prevent buildup of scale or tuberculation.
- E. Butterfly valves when attached to a restrained joint shall have tie rods and a retainer gland for each joint. The size and number of tie rods shall conform to the requirements of Section 02601.
- F. The CONTRACTOR shall provide four detailed repair manuals for the butterfly valves supplied; and a letter of certification from the supplier verifying that all requirements of AWWA C504 and these Specifications have been met.

2.3 VALVE BOXES

- A. Valve boxes for valves four inches or larger shall be of cast iron and be not less than 5-1/4 inch diameter, with an extension piece adjustable for elevation and with a cover marked "water" or "W". The valve box shall be of sufficient length to be adjusted an equal amount above and below the finished grade as shown on the Standard Details. Boxes shall be dipped in coal tar pitch. The valve box shall be Tyler Pipe 6865 Series or approved equal whose parts are demonstrated to be interchangeable with the Tyler Pipe 6865 Series.

2.4 VALVE OPERATOR EXTENDERS

- A. Valve operating nuts shall be provided with valve operator extensions to within 12 inches of the ground surface.

PART 3 - EXECUTION

3.1 VALVES

- A. Valves shall be inspected upon delivery in the field in both open and closed positions prior to installation. Careful inspection shall be made for injury to the outer protective coatings. At all places where the coating has been ruptured or scraped off, the damaged area shall be cleaned to expose the iron base, and then recoated with two or more field coats of approved protective coating.
- B. Valves shall be set on a firm base.
- C. Valves shall be installed, in an open position, in the vertical plane passing through the pipe axis, in conformance with the manufacturer's recommendations and the AWWA Standards. Valve interiors shall be cleaned of all foreign matter.
- D. After installation, all valves shall be subjected to field testing and disinfected as outlined in Section 02601. Should defects in design, materials, or workmanship appear during these tests, the CONTRACTOR shall remove and replace the valve, or correct such defects, with the least possible delay, to the satisfaction of the OWNER.

SECTION 02602 – VALVES

3.2 VALVE BOXES

- A. A valve box shall be installed over each valve, with the base section centered over the valve and resting on well-compacted backfill. The top section shall be set to allow equal movement of the telescoping section above and below finished grade, as shown on the Standard Details, unless otherwise directed by the OWNER. The top of the base section shall be on line with the nut at the top of the valve stem and the entire assembly shall be perpendicular to the water pipe.
- B. Construct a concrete collar around each valve box within the roadway pavement limits. Sawcut through the total pavement depth following final paving and construct the concrete collar. No backfilling, except with concrete, will be permitted. Seal all sawcut grooves beyond the edge of concrete.

3.3 ADJUST EXISTING VALVE BOXES

- A. Adjust by raising or lowering to conform to the final grade, in accordance with the locations and details shown on the plans. The existing cast iron valve box and cover shall be salvaged and reused. Where the valve box is of the adjustable-type construction, it shall be adjusted with adaptable extension pieces. Where the valve box is constructed with steel pipe, additional steel pipe shall be welded to the valve box to raise the cover; lowering shall be accomplished by cutting the existing steel pipe.
- B. Where the existing valve box is tilted and/or far enough off center on the valve nut to make valve operation difficult, the CONTRACTOR shall plumb and center the valve box over the valve nut prior to strengthening or placement of base course material.

3.4 UTILITY MARKERS

- A. Utility markers for water valves shall be installed at main line valve boxes at locations indicated on the plans and as directed by the OWNER. The position of the marker shall be as shown on the detail drawing.

END OF SECTION

SECTION 02603 - FIRE HYDRANTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing fire hydrant assemblies, including the hydrant leg, auxiliary gate valve, valve box, electrical thaw wire and continuity straps, tie rods, and fire hydrants; for installing guard posts to protect fire hydrants; for installing the hydrant access pads; for furnishing and installing barrel extensions on existing fire hydrants and for removing, inspecting, salvaging, and delivering existing fire hydrant assemblies to the Borough. All fire hydrant materials that are in contact with potable water are to be NSF 61 listed.

PART 2 - PRODUCTS

2.1 FIRE HYDRANTS

- A. Fire hydrants shall conform to the requirements of AWWA C502 for Dry Barrel Fire Hydrants. Fire hydrants shall be Mueller Centurion.
- B. Fire hydrants shall be supplied with a 5-1/4 inch main valve opening, and a main valve seat ring threaded into a bronze bushing.
- C. Fire hydrants shall be furnished with a six-inch ASA Class 125 standard mechanical-joint inlet with two cast on lugs for tie backs.
- D. Fire hydrants shall be provided with a weathercap and an epoxy or bituminous coated shoe.
- E. Connections shall be mechanical joint with "mega-lug" fittings, unless otherwise indicated on the plans.
- F. Fire hydrants shall be three-way and furnished with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle. Fire hydrants shall be left hand opening (counter clockwise). Operating and nozzle nuts shall be National Standard pentagonal with weather cap. Hose nozzle threading shall be in conformance with NFPA No. 194 for National (American) Standard Fire Hose Coupling Screw Threads.
- G. Unless otherwise required by the plans, fire hydrants shall be furnished with a barrel length that will allow a five foot bury.
- H. The main hydrant valves shall be of the compression type where water pressure holds the main valve closed permitting easy maintenance or repair of the entire barrel assembly from above the ground without the need of a water shut-off. The main valve seat shall be an ether glycol urethane compound, or approved equal, that is abrasion and gravel resistant.
- I. Fire hydrants shall be furnished with a breakway traffic flange of the type which allows both barrel and stem to break clean upon impact from any angle. Traffic flange design must be such that repair and replacement can be accomplished above ground.

SECTION 02603 - FIRE HYDRANTS

- J. All working parts shall be bronze or non-corrosive metal in accordance with the requirements of AWWA C502.
- K. Painting and coating shall be in accordance with applicable AWWA Specifications. After installation, the fire hydrant section from the traffic flange to the top of the operating nut shall be painted "Caterpillar Yellow", with wording stenciled in black. Refer to Standard Details.
- L. Gate valves and valve boxes shall be furnished and installed in accordance with Section 02602.
- M. Electrical thaw wire and continuity straps shall be No. 2 copper wire with THW insulation, and shall be connected with bolts with double nuts, to the tee at the main.
- N. Tie rods shall be as specified in Section 02601 and as shown on the Standard Details.
- O. The CONTRACTOR shall provide a Performance Bond separate from and in addition to any bonds required under Section 00700, in an amount equal to 100% of the contract price for the Fire Hydrant Assemblies. Said bond shall warrant the performance of the Fire Hydrant Assemblies under normal use for a period of one year from the date of Final Acceptance of this entire project. The CONTRACTOR shall furnish all material, equipment, tools, and labor to complete any repairs necessary due to faulty installation or defective materials during the warranty period.
- P. Flag assemblies shall be Flexi-Flag Assembly by Nordic Fiberglass, Inc., or approved equal.
- Q. The CONTRACTOR shall provide the following spare parts for every group of ten (and fraction thereof) of Fire Hydrant Assemblies installed on the project:

Break Flange Repair Kit	1 each
Valve Seat Rubber	1 each
Cover Gasket	1 each
O'Rings	1 set

2.2 HYDRANT ACCESS PADS

- A. Hydrant access pads shall be constructed in conformance with the Standard Details and as shown or described on the Plans.
- B. Corrugated Metal Pipe (CMP) shall comply to the requirements of Section 02501.
- C. Rigid Board Insulation shall comply with requirements of Section 02607.
- D. Asphaltic concrete paving shall be furnished in accordance with Section 02801.

SECTION 02603 - FIRE HYDRANTS

2.3 BARREL EXTENSION

- A. Barrel extensions shall conform to the requirements of AWWA C502 for Dry Barrel Fire Hydrants and shall include barrel extension, steel stem coupling, stainless steel clevis and cotter pins, solid flange, gasket, bolts and nuts, stem extension and lubricant.

PART 3 - EXECUTION

3.1 FIRE HYDRANTS

- A. The CONTRACTOR shall install the fire hydrant assemblies in accordance with applicable AWWA Standards, the manufacturer's recommendations and the Standard Details. The interior components of the fire hydrant shall be cleaned of all foreign matter prior to installation. Fire hydrant legs shall be installed level and the barrel shall be installed plumb. Any adjustments to the traffic flange shall be accomplished with barrel extensions, in accordance with the fire hydrant manufacturer's recommendations. The extensions shall be made between existing barrel and hydrant. Fire hydrants shall be tied back to the water pipe using tie rods. The size and number of tie rods shall conform to Section 02601. Stuffing boxes shall be tightened and the fire hydrants shall be opened and closed in the presence of the ENGINEER to see that all parts are in working condition.
- B. The hydrant top cap shall be painted blue, except those hydrants serviced from the high pressure system, which shall be painted red. Remove the drain plugs, if any, prior to installation.
- C. Fire hydrants installed, but not available for use, shall be covered with burlap or heavy plastic and securely tied.
- D. Electrical continuity is required for fire hydrant assemblies. Electrical continuity tests shall be performed in accordance with Section 02601.
- E. After installation, all fire hydrant assemblies shall be flushed, field tested, and disinfected as outlined in Section 02601. Each hydrant shall then be winterized by removing the water in the hydrant and barrel.

3.2 GUARD POSTS

- A. Guard posts shall be installed where directed by the ENGINEER in accordance with the Standard Details. Guard posts shall not be installed in Alaska DOT/PF road right-of-way.

3.3 HYDRANT ACCESS PADS

- A. Hydrant access pads shall be installed where directed by the ENGINEER in accordance with the Standard Details and as shown or described on the Plans. Culvert size shall be noted on the Plans.

SECTION 02603 - FIRE HYDRANTS

3.4 GRADE ADJUST EXISTING FIRE HYDRANTS

- A. Grade adjustments to existing fire hydrants shall be accomplished with barrel extensions, in accordance with the fire hydrant manufacturer's recommendations. In addition, the existing fire hydrant shall be connected to the mainline water pipe with all necessary materials, including the tee at the mainline water pipe, thrust blocks, six-inch gate valve, valve box, joint restraints, continuity wires, thaw wires, warning tapes, and any other required fittings, including pipe, to connect the hydrant leg to the mainline water pipe. After installation, the adjusted fire hydrant shall be flushed, field tested, and disinfected as specified in Section 02601.

3.4 SALVAGE EXISTING FIRE HYDRANTS

- A. The CONTRACTOR shall contact the affected Fire District at least 24 hours prior to removing or interrupting service to existing fire hydrants.
- B. The components of the existing fire hydrant assemblies shall be carefully removed. Damage to the fire hydrant, valve, valve box, or barrel impairing re-use shall be determined by the ENGINEER. Damaged components shall be replaced by the CONTRACTOR using factory supplied parts from the same manufacturer.
- C. The ENGINEER will determine the usefulness of the removed fire hydrant assembly components. The CONTRACTOR shall deliver the useful components to the Borough. The remaining components shall be disposed of by the CONTRACTOR.
- D. If an existing fire hydrant assembly is removed at the tee, the tee shall be plugged in accordance with the Standard Details, and the existing water main shall be disinfected between isolating valves as specified in Section 02601.
- E. At the discretion of the ENGINEER, a hydrostatic pressure test conforming with Section 02601 shall be conducted between isolating valves along the existing water main.
- F. The CONTRACTOR shall restore all surface features to preconstruction condition or better, including, but not limited to sidewalks, curbs, gutters, mail boxes, culverts, and other facilities disturbed by the construction.

END OF SECTION

SECTION 02605 - WATER SERVICES

PART 1 - GENERAL

- 1.1 DESCRIPTION. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing water services, including trenching, backfill, service saddles, corporation stops, service pipe, curb stops, curb boxes, thaw wire, warning tape, and marker posts; and for furnishing and installing blow-off hydrants, as shown on the Drawings and Standard Details. Water service material shall be NSF listed.
- 1.2 SUBMITTALS
- A. Service Saddles: Catalogue Cut.
 - B. Corporation Stops: Catalogue Cut.
 - C. Curb Stops: Catalogue Cut.
 - D. Service Boxes. Catalogue Cut.
 - E. Blow-Off Hydrant: Catalogue Cut.

PART 2 - PRODUCTS

2.1 WATER SERVICES

- A. Service saddles shall be designed for a minimum 250 psi working pressure and shall conform to the following requirements:

PIPE SIZE	SERVICE SIZE	SERVICE SADDLE
6" and 8"	1"	Single Strap, Romac 101NS or approved equal
6" and 8"	1-1/2" and 2"	Double Strap, Romac 202NS or approved equal
10" thru 18"	3/4" thru 2"	Double Strap, Romac 202NS or approved equal

- B. Corporation stops shall be Mueller No. B-25025, or approved equal. Corporation stops shall be attached to the water pipe with cast iron service saddles.
- C. Service pipe and fittings shall be cold drawn, seamless annealed Type K Copper. Fittings shall be flared bronze fittings.
- D. Curb stops shall be Mueller No. H-15201, or approved equal.
- E. Services boxes for curb stops shall be of cast iron and be not less than four-inch diameter with the extension piece adjustable for elevation and with cover marked "Water" or "W."

SECTION 02605 - WATER SERVICES

The service box shall be of sufficient length to be adjusted an equal amount above and below the finished grade as shown on the Standard Details. Boxes shall be dipped in coal tar pitch. Service boxes shall be Tyler Pipe 6870 Series, 4-1/4 inch ID, Kejrival Pacific 145R 49-62, or approved equal. Wood foundation components shall be treated in accordance with AWWA Standards.

- F. Curb boxes shall be provided with valve extensions extending to within 12 inches of the ground surface.
- F. Thaw wires shall be No. 2 copper wire, stranded, with THW insulation, or approved equal. Thaw wires shall be connected to the service saddle take-up with a solderless lug, Stak-On, or `
- G. Underground marking tape shall be blue, 6-inch wide, 4-mil thick, polyethylene tape with black lettering with the following wording: "Caution: Waterline Buried Below." Marking tape shall be installed 12-inches above the top of water service pipe and blow-off lines.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. The corporation stop shall be installed directly to the service saddle. Water services shall be installed in conformance with the Standard Details. All water services shall be completely exposed and inspected for leakage by the ENGINEER prior to covering, and shall be pressure tested as provided in Section 02601 – Water Pipe.
- B. Service pipe shall be cut using a tool specifically designed to leave a smooth, even and square end on the pipe material. Cut ends shall be reamed to the full inside diameter of the pipe.
- C. All service pipe and appurtenances shall be disinfected and flushed at the time of installation. The service line shall be activated at the corporation stop prior to backfilling and flushed through the curb stop. Electrical continuity tests shall be performed in accordance with SECTION 02601 - Water Pipe after backfilling, compaction, and final grading are completed. If electrical continuity is not obtained, the CONTRACTOR shall excavate the service and re-establish continuity. Retesting will continue until continuity is established. All WORK associated with electrical conductivity testing, retesting and performance is incidental to other items in this Section.
- D. Relocate Existing Water Service is a contingency item. If relocation of the service pipe is required, as determined by the ENGINEER, the existing pipe shall be cut or disconnected at one point only, so the coupling is not located within 2-feet of the crossing or other conflicting structures.

END OF SECTION

SECTION 02702 - CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.1 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 plans and specifications, 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 or restore land monuments and property corners which are situated within the project area, and to establish monuments as shown on the plans.
- C. The WORK also includes providing two measurements (swing ties) for each curb stops and all mainline valves to permanent structures such as house corners or fire hydrants.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. All surveying involving property lines or monuments shall be done by, or under the direction of, a Registered Land Surveyor licensed to practice 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 and 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 surveyor's notes, prior to the request for final payment, and include the information on the record drawings.
- E. The CONTRACTOR shall obtain all information necessary for as-built plan production, from actual measurements and observations made by his own work force, including subcontractors, and submit this information to the OWNER. As-built locations shall be provided for all valves, water services, sewer services, fire hydrants etc.
- F. 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.
- G. 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.

END OF SECTION

SECTION 02806 - REMOVE EXISTING ASPHALT SURFACING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary to remove and dispose of existing asphalt surfacing as shown on the plans and Standard Details or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials shall conform to the requirements of the Standard Specifications or to the requirements of the agency having jurisdiction over the pavement being removed.

PART 3 - EXECUTION

3.1 GENERAL

- A. Asphalt pavement, chip seal and all other asphalt surface treatments to be removed shall be neatly saw cut full depth along straight lines, with a tolerance of 0.1 feet in 50 feet and 0.2 feet in 100 feet. Only such pavement shall be removed as is shown on the drawings. All removed pavement shall be disposed of off the project at an approved disposal site.
- B. If the CONTRACTOR fails to comply with the provisions of any city ordinance or permit pertaining to waste disposal or disposal sites; the Borough shall have the right, after giving 30 days written notice, to bring the disposal sites into compliance and collect the cost of the work from the CONTRACTOR, either directly or by withholding monies otherwise due under the Contract.

END OF SECTION

HAINES WATER SYSTEM



Haines Borough,
Alaska

HIGHLANDS ESTATES 2013 WATER SYSTEM UPGRADE



Carson Dorn Inc.

712 WEST 12TH STREET
JUNEAU, ALASKA 99801
(907) 586-4447

GENERAL CONSTRUCTION NOTES

1. UNDERGROUND POWER, TELEPHONE, CABLE, WATER AND SEWER LINES SHOWN ON THE PLANS INDICATE THEIR EXISTENCE ONLY AND DO NOT SUBSTITUTE FOR FIELD LOCATES.
2. LOCATIONS OF EXISTING UNDERGROUND SEWER, WATER, TELEPHONE, CABLE TELEVISION AND POWER UTILITIES SHOWN ON THESE PLANS WERE DERIVED FROM THE BEST INFORMATION AVAILABLE. ACTUAL LOCATIONS MAY VARY FROM THOSE SHOWN. CONTRACTOR SHALL ARRANGE FOR UTILITY LOCATES PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROTECTING, AND MAINTAINING THE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE AND SUBSEQUENT REPAIRS TO THE UTILITIES RESULTING FROM THE CONTRACTOR'S ACTIVITIES SHALL BE PAID FOR BY THE CONTRACTOR.
DIAL BEFORE YOU DIG:
WATER AND WASTE MATERIAL (907) 766-2237 OR 766-2200
POWER AND LIGHT APT. (907) 766-2331
CATV (907) 766-2137
TELEPHONE, GTE ALASKA (907) 766-2311
3. CONTRACTOR SHALL PROTECT AND MAINTAIN OVERHEAD LINES AND POWER POLES ADJACENT TO ITS OPERATIONS.
4. PROPERTY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ITS PRE-CONSTRUCTION CONDITION OR BETTER. UNPAVED ROADS AND DRIVEWAYS SHALL BE RESTORED WITH 6" OF D-1 COMPACTED TO 95% OF MAXIMUM DENSITY.
5. ALL BANKS AND SLOPES SHALL BE RECONSTRUCTED TO MATCH ADJACENT BANKS AND SLOPES.
6. GRADES AND ALIGNMENTS SHOWN ON THESE DRAWINGS ARE SUBJECT TO MINOR REVISIONS AS APPROVED BY THE ENGINEER.
7. NO INTERRUPTIONS OF WATER, SEWER, ELECTRICAL, CABLE, OR TELEPHONE SERVICE IS PERMITTED BY THE CONTRACTOR UNLESS ARRANGEMENTS ARE APPROVED BY THE RESPECTIVE UTILITY AT LEAST 48 HOURS IN ADVANCE OF THE PLANNED INTERRUPTION.
8. CONNECTIONS TO EXISTING STREETS AND DRIVEWAYS ARE APPROXIMATE AND SHALL BE FIELD-VERIFIED PRIOR TO CONSTRUCTION.
9. PROPERTY LINE LOCATIONS FOR EXISTING LOTS USED IN THESE PLANS ARE DERIVED FROM RECORD PLATS AND DO NOT REPRESENT A BOUNDARY SURVEY.
10. CONTRACTOR SHALL REFERENCE ALL EXISTING PROPERTY CORNER MONUMENTS PRIOR TO CONSTRUCTION THAT WILL BE DISTURBED DURING HIS WORK, AND REMONUMENT AFTER REGRADING OPERATIONS ARE COMPLETE. 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.
11. THE DRAWINGS DO NOT SHOW ALL TREES AND BRUSH THAT WILL BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREES AND BRUSH AS NECESSARY FOR CONSTRUCTION.
12. ALL DISTURBED AREAS WITHIN EXISTING DRAINAGE SWALES SHALL BE RESEEDDED.
13. ALL CONTOURS SHOWN ON THE DRAWINGS ARE EXISTING CONTOURS. FINISH GRADES SHALL BE AS INDICATED ON THE DRAWINGS, AND AS DIRECTED BY THE ENGINEER.
14. LOCATIONS OF STORM DRAIN CATCH BASINS, SANITARY SEWER MANHOLES, PIPING AND PIPE LENGTHS ARE SUBJECT TO MINOR REVISIONS AS APPROVED BY THE ENGINEER.
15. THE CONTRACTOR SHALL NOTIFY THE HAINES WATER AND SEWER DEPARTMENT AT 766-2200 OF PROPOSED WATER OR SEWER SERVICE INTERRUPTION AT LEAST 48 HOURS PRIOR TO SHUT DOWN. SOME EXISTING WATER VALVES ARE KNOWN TO LEAK WHEN CLOSED. THE CONTRACTOR SHOULD ANTICIPATE WATER LEAKAGE FROM CLOSED VALVES AND IF SUCH LEAKAGE INTERFERES WITH THEIR OPERATION, THE CONTRACTOR SHALL CAP THE LEAKING LINE OR MAKE OTHER ARRANGEMENTS FOR STOPPING WATER FLOW.
16. UTILITY COMPANIES MAY CONDUCT WORK WITHIN THE PROJECT LIMITS TO UPGRADE THEIR RESPECTIVE UTILITIES. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH EACH UTILITY COMPANY AS NECESSARY TO PROVIDE ACCESS FOR THIS WORK.
17. THE CONTRACTOR SHALL RESTRICT HIS COMPACTION AND OTHER VIBRATION-INDUCING OPERATIONS AS NECESSARY TO ASSURE NO DAMAGE OCCURS TO ADJACENT BUILDINGS OR STRUCTURES.
18. CONTRACTOR SHALL INSTALL TEMPORARY FILTRATION DEVICES CONSISTING OF, BUT NOT LIMITED TO, FILTER-FABRIC FENCES, SETTLING PONDS, ETC., TO PROHIBIT SILT-LADEN TRENCH DEWATERING EFFLUENT AND OTHER CONSTRUCTION RUNOFF FROM ENTERING ADJACENT STREAMS, WATERS AND WETLANDS.
19. CONTRACTOR SHALL ASSURE GARBAGE PICKUP AND DAILY MAIL SERVICE WILL BE UNINTERRUPTED TO ALL RESIDENTS AND BUSINESSES AFFECTED BY THIS PROJECT.
20. ALL WORK AND MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE ATTACHED STANDARD DETAILS.
21. ALL WATER PIPE IS TO BE PVC AWWA C-900 CLASS 150 MIN. DEPTH OF BURY 6.5'.
22. ALL WATER SYSTEM FITTINGS AND VALVES ARE TO BE RESTRAINED JOINT MECHANICAL JOINT. WATER PIPE 50' IN EACH DIRECTION OF A FITTING OR VALVE SHALL BE INSTALLED WITH PVC PIPE RESTRAINT HANGERS.
23. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER SERVICE TO RESIDENTS AND BUSINESSES IN THE PROJECT AREA SO THAT NO SERVICE IS INTERRUPTED FOR MORE THAN 1 HOUR. TEMPORARY SERVICE LINES SHALL BE OF MATERIALS APPROVED BY THE NSF FOR USE IN POTABLE WATER SYSTEMS AND THEY SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C 651 PRIOR TO USE. TEMPORARY LINES MAY BE RUN FROM ADJACENT FIRE HYDRANTS OR OTHER WATER SERVICE LOCATIONS SECURED BY THE CONTRACTOR.
24. SEWER SERVICE LOCATIONS ARE NOT KNOWN. CONTRACTOR SHALL REPAIR ANY DAMAGE TO SEWER SERVICES OR TO THE SEWER MAIN.
25. NEW WATER SERVICE LOCATIONS AND NEW SEWER SERVICE LOCATIONS ARE BASED ON THE BEST INFORMATION AVAILABLE. CONTRACTOR SHALL CONFIRM FINAL LOCATIONS FOR NEW WATER SERVICES AND NEW SEWER SERVICES WITH THE PROPERTY OWNERS PRIOR TO INSTALLATION.
26. CONTRACTOR SHALL CONNECT NEW WATER SERVICES TO EXISTING WATER SERVICE LINES. MATERIALS USED FOR CONSTRUCTION OF THESE EXISTING LINES ON HOMEOWNER'S PROPERTY ARE UNKNOWN. CONTRACTOR SHALL FURNISH ALL COUPLINGS AND TRANSITION FITTINGS NECESSARY TO CONNECT TO THE EXISTING LINES.
27. PREVIOUS EXCAVATIONS IN THE AREA OF THIS PROJECT HAVE ENCOUNTERED SIGNIFICANT QUANTITIES OF FLOWING WATER. CONTRACTOR SHALL MAKE ALL PROVISIONS NECESSARY FOR DEWATERING AND STABILIZING EXCAVATIONS.

LEGEND

-  BUILDING
-  CONCRETE
-  FENCE
-  SILT FENCE
-  BRUSHLINE
-  DITCH OR STREAM
-  CULVERT (SIZE & MATERIAL NOTED)
-  EDGE OF TRAVELED WAY
-  SIGN
-  WATER PIPE
-  EXISTING WATER VALVE AND VALVE BOX
-  PROPOSED WATER VALVE AND VALVE BOX
-  REDUCER
-  EXISTING FIRE HYDRANT
-  NEW FIRE HYDRANT
-  TBM or SURVEY PIN
-  MONUMENT
-  UNDERGROUND POWER
-  UTILITY PEDESTAL
-  POWER POLE
-  GUY
-  SOILS TEST HOLE (TEST PIT)
-  SEWER SERVICE
-  WATER SERVICE
-  SEWER MANHOLE

ABBREVIATIONS

- Ø DIAMETER
- @ AT
- # NUMBER
- ABAND ABANDON
- AC ASPHALTIC CONCRETE
- ALT ALTERNATE
- APPROX APPROXIMATELY
- ATB ASPHALT TREATED BASE
- B/H BULKHEAD
- BLDR BOULDER
- BO BLOW-OFF HYDRANT ASSEMBLY
- BOTT BOTTOM
- BV BUTTERFLY VALVE
- CBJ CITY & BOROUGH OF JUNEAU
- C.I. CAST IRON
- CIP CAST IRON PIPE
- CLR CLEAR
- CMP CORRUGATED METAL PIPE
- CMU CONCRETE MASONRY UNIT
- CONC CONCRETE
- CONN CONNECT
- CONT CONTINUOUS
- CU FT CUBIC FEET
- Cu COPPER
- CT CONTROL TRANSFORMER
- D.I.P. DUCTILE IRON PIPE
- DET DETAIL
- DIA DIAMETER
- DWG DRAWING
- E ELECTRIC
- EA EACH
- ECC ECCENTRIC
- EL ELEVATION IN FEET
- ELEV ELEVATION
- EOR EDGE OF ROAD
- EW EACH WAY
- EXIST EXISTING
- EXTEN EXTENSION
- FCA FLANGED COUPLING ADAPTER
- F.D. FLOOR DRAIN
- FH FIRE HYDRANT & ASSEMBLY
- FIG. FIGURE
- FIN. FINISHED
- FL FLANGE, FLANGED
- FRP FIBER REINFORCED PLASTIC
- GA GAUGE
- GALV GALVANIZE, GALVANIZED
- GB GRADE BREAK
- GIP GALVANIZED IRON PIPE
- GV GATE VALVE
- HAP HYDRANT ACCESS PAD
- HDPE HIGH DENSITY POLYETHYLENE
- HORIZ HORIZONTAL
- HWY HIGHWAY
- IBC INTERNATIONAL BUILDING CODE
- INV INVERT ELEVATION IN FEET
- L LEFT (OF BASIS OF STATIONING)
- LAT LATERAL
- LB POUND(S)
- LF LINEAR FEET
- LG LONG
- MAX MAXIMUM
- MFR'S MANUFACTURER'S
- MON. MONUMENT
- MH MANHOLE
- MIN MINIMUM
- MJ MECHANICAL JOINT
- N. NORTH
- No. NUMBER
- NPT NATIONAL PIPE THREAD
- NTS NOT TO SCALE
- O.C. ON CENTER
- OD OUTSIDE DIAMETER
- P PLATE
- PE PLAIN END
- PERF PERFORATED
- PP POWER POLE
- PROJ PROJECTION
- PSI POUNDS PER SQUARE INCH
- PVC POLYVINYLCHLORIDE
- QTY QUANTITY
- R R (OF BASIS OF STATIONING)
- RD ROAD
- REQ'D REQUIRED
- RJ RESTRAINED JOINT
- SCH SCHEDULE
- SIM SIMILAR
- SQ SQUARE
- STA STATION
- STL STEEL
- TBM TEMPORARY BENCH MARK
- TOC TOP OF CONCRETE
- TP TEST PIT
- TYP TYPICAL
- UM/FH UTILITY MARKER, FIRE HYDRANT
- UM/V UTILITY MARKER, VALVE
- VB VALVE BOX
- VAP VALVE ACCESS PAD
- VERT VERTICAL
- w/ WITH
- WR WATER RESISTANT
- WV WATER VALVE
- SSM4 SANITARY SEWER MANHOLE

DRAWING INDEX		
SHEET No.	DWG No.	DRAWING TITLE
GENERAL		
1	G-1	COVER
2	G-2	GENERAL CONSTRUCTION NOTES, LEGEND & ABBREVIATIONS
3	G-3	STANDARD DETAILS
CIVIL		
4	C-1	OSLUND DRIVE - STA. 10+00 TO STA.15+50 - PLAN & PROFILE
5	C-2	OSLUND DRIVE - STA. 15+50 TO STA. 21+00 - PLAN & PROFILE
6	C-3	OSLUND DRIVE - STA. 21+00 TO STA. 21+75 - PLAN & PROFILE
7	C-4	YOUNG ROAD - STA. 20+00 TO STA. 25+50 - PLAN & PROFILE
8	C-5	BJORNSTAD DRIVE - STA. 30+00 TO STA. 35+50 - PLAN & PROFILE
9	C-6	BJORNSTAD DRIVE - STA. 35+50 TO STA. 35+10 - PLAN & PROFILE
10	C-7	MUNCASTER DRIVE - STA. 40+00 TO STA. 46+00 - PLAN & PROFILE
11	C-8	MUNCASTER DRIVE - STA. 46+00 TO STA. 52+00 - PLAN & PROFILE
12	C-9	MUNCASTER DRIVE - STA. 52+00 TO STA. 57+35 - PLAN & PROFILE

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DESIGNED	JLD
DRAWN	GDM
CHECKED	JLD
DATE	MAY 2013



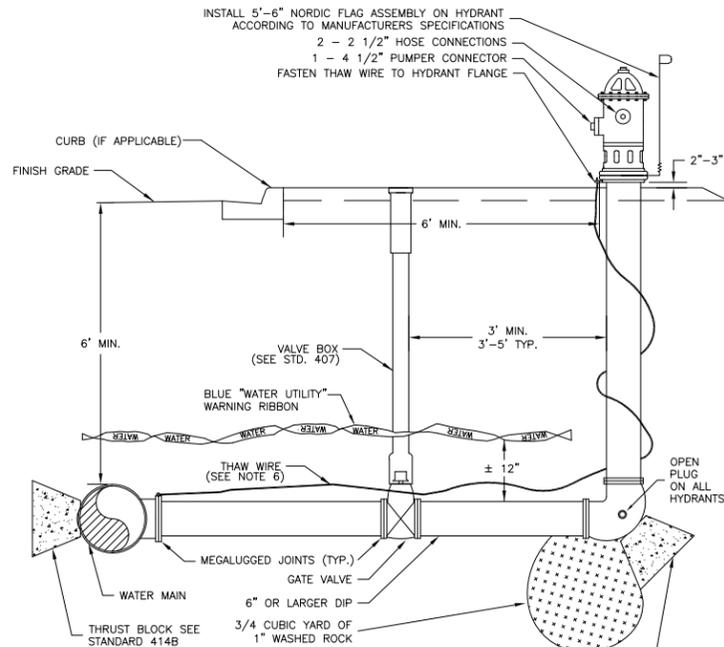
CITY AND BOROUGH OF HAINES
HAINES HIGHLANDS ESTATES
2013 WATER SYSTEM UPGRADE



CD Carson Dorn Inc.
712 WEST 12TH STREET
JUNEAU, ALASKA 99801
(907) 586-4447

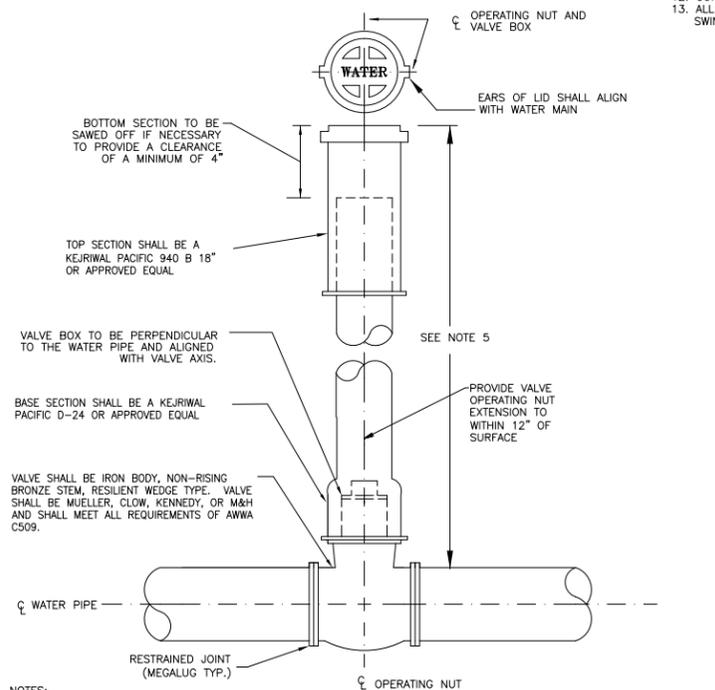
GENERAL CONSTRUCTION NOTES,
DRAWING INDEX, LEGEND &
ABBREVIATIONS

DRAWING	G-2
SHEET No.	2 of 12



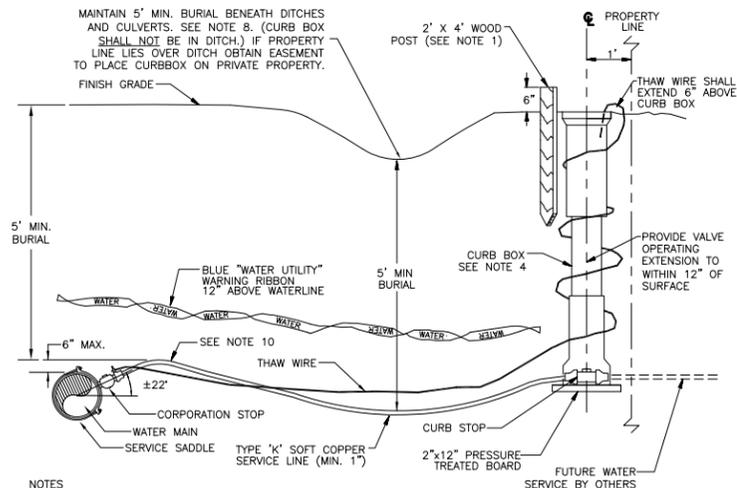
- NOTES:
 1. HYDRANT BARREL SHALL BE PLUMB.
 2. GROUND COVER SHALL BE 6" MINIMUM.
 3. WATER PIPE SHALL BE 6" MIN. D.I.P. AND ALL CONNECTIONS SHALL BE MEGALUGGED OR CONNECTED WITH LOCKING FIELD GASKETS.
 4. BENDS BETWEEN THE HYDRANT AND THE MAIN SHALL NOT EXCEED 11 1/4" UNLESS APPROVED BY ENGINEER.
 5. ALL HYDRANTS SHALL BE PAINTED OSHA YELLOW, AND SHALL HAVE OPEN PLUGS. THE NUMBER OF FEET TO VALVE SHALL BE PRINTED IN BLACK 1/2" BLOCK LETTERS JUST BELOW TOP BONNET.
 6. THAW WIRE SHALL BE #2 COPPER WITH TYPE THW INSULATION. THAW WIRE SHALL BE BOLTED OR CAD WELDED TO THE TEE AT THE MAIN.
 7. HYDRANT SHALL BE MUELLER CENTURION.
 8. THIS STANDARD TO BE USED FOR ALL HYDRANTS AND BLOW-OFFS.

**FIRE HYDRANT
 STANDARD 403**



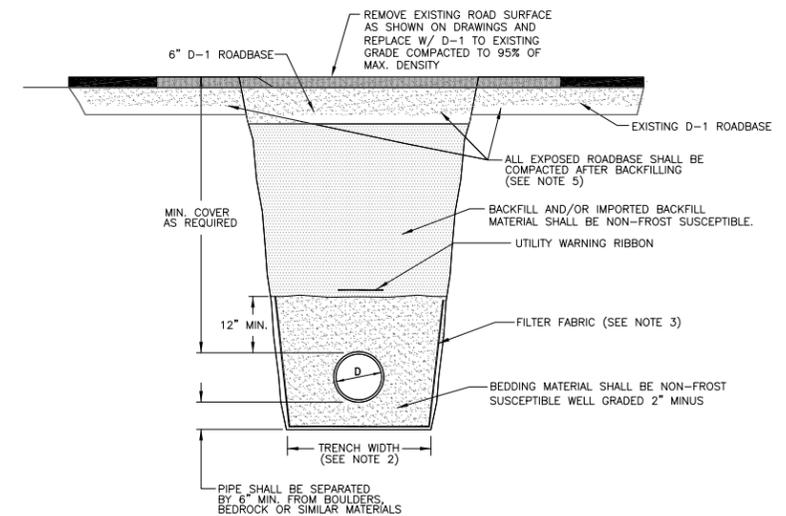
- NOTES:
 1. A VALVE IS REQUIRED FOR EVERY 500' OF STRAIGHT MAINLINE.
 2. A MINIMUM OF 2 VALVES ARE REQUIRED AT ALL TEES IN MAINLINE. A MINIMUM OF 3 VALVES ARE REQUIRED AT ALL 4-WAY CROSSES IN MAINLINE. NOTE THAT TEES AND CROSSES THAT FEED SERVICES AND FIRE HYDRANTS ARE NOT SUBJECT TO THIS REQUIREMENT.
 3. IF REQUIRED BY THE ENGINEER, PLACE CONCRETE COLLAR AROUND TOP SECTION PER STANDARD 126.
 4. ON UNPAVED ROADS, RECESS TOP OF VALVE BOX 6" TO 8".
 5. IF WATER PIPE IS MORE THAN 6' DEEP, USE 4" I.D. CAST IRON SOIL PIPE WITH TOP SECTION OF APPROVED CAST IRON VALVE BOX.
 6. THIS DETAIL APPLIES TO ALL MAINLINE VALVES AND ALL WATER VALVES GREATER THAN 4" IN DIAMETER.

**MAINLINE VALVE DETAIL
 STANDARD 407**



- NOTES:
 1. AT CURB STOP CONNECT TO EXISTING LINE OR MARK CURB WITH BLUE 2' X 4" TIMBER OR "W" ON CONCRETE CURB.
 2. USE MUELLER CORPORATION STOP NO. B25025, FORD CORPORATION STOP NO. FB700-4, OR APPROVED EQUAL. CORPORATION STOP SHALL BE MALE IRON PIPE THREAD INLET BY FLARED COPPER OUTLET.
 3. USE MUELLER CURB STOP NO. H15201, OR NO. H15204, FORD CURB STOP B22-444 OR APPROVED EQUAL.
 4. CURB BOX SHALL BE KEJRIWAL PACIFIC 145R 49"-62" LID, TOP, MIDDLE AND BOTTOM OR APPROVED EQUIVALENT.
 5. ALL COPPER TUBE CONNECTIONS FOR 1" AND 3/4" PIPE SHALL BE FLARED UNIONS, MUELLER 100 OR FORD GRIP JOINT COMPRESSION FITTINGS MAY BE USED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS ON 1-1/4" TO 2" COPPER PIPE. WHEN COMPRESSION FITTINGS ARE USED, A CONTINUITY TEST SHALL BE REQUIRED.
 6. THAW WIRE SHALL BE #2 COPPER WITH TYPE THW INSULATION. THAW WIRE SHALL BE CLAMPED TO TUBE NUT OR SADDLE BOLT AT SERVICE SADDLE.
 7. THAW WIRE SHALL BE WOUND AROUND OUTSIDE OF CURB BOX.
 8. ALL SERVICES MUST BE 5' BELOW EXISTING CULVERTS.
 9. HOLE DRILLED IN THE MAIN SHALL BE THE SAME DIAMETER AS THE SERVICE PIPE.
 10. PROVIDE AN ADDITIONAL 12" OF SERVICE PIPE BEYOND STRAIGHT LINE LENGTH REQUIRED. LOOP AS SHOWN.
 11. MAINTAIN 5' BURIAL AT HIGH POINT OF SERVICE LINE.
 12. MAINTAIN A MINIMUM OF 18" OF SEPARATION BETWEEN VALVE BOXES, AND BETWEEN VALVE BOXES AND OTHER STRUCTURES.
 13. CURB BOXES IN PAVED DRIVEWAYS SHALL CONFORM WITH STANDARD 419.
 14. ALL NEW SERVICES SHALL BE TESTED FOR ELECTRICAL CONTINUITY AND CURB BOX LOCATION RECORDED WITH SWING-TIES.

**WATER SERVICE DETAIL
 STANDARD 406**

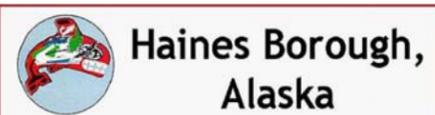


- NOTES:
 1. TRENCHES SHALL BE WITHIN 20' OF PERPENDICULAR TO CENTER-LINE OF ROADWAY UNLESS APPROVED BY THE ENGINEER.
 2. MINIMUM TRENCH WIDTH SHALL BE NOMINAL PIPE DIAMETER ("D") PLUS 2".
 3. FILTER FABRIC SHALL BE USED AS DIRECTED BY THE ENGINEER. ATTACH TO TRENCH SIDEWALL A MIN OF 12" ABOVE TOP OF PIPE.
 4. BEDDING & BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM PROCTOR DENSITY WITHIN THE RIGHT-OF-WAY AND THROUGHOUT THE DEPTH OF EACH LIFT. LIFT DEPTH SHALL BE 18" MAX AND APPROVED BY THE ENGINEER.
 5. PAVEMENT SHALL BE SAWCUT PRIOR TO EXCAVATING. AFTER BACKFILLING TRENCH, PAVEMENT SHALL BE SAWCUT A SECOND TIME TO EXPOSE A MINIMUM OF 18" OF UNDISTURBED BASE MATERIAL. ENTIRE WIDTH OF EXPOSED ROADBASE SHALL BE COMPACTED TO 95% OF MAXIMUM PROCTOR DENSITY.
 6. IF TRENCH IS NOT IMMEDIATELY BACKFILLED AND COMPACTED, REMOVAL OF MORE THAN 18" OF EXTRA ASPHALT AND FURTHER COMPACTION OF THE ROADBASE SHALL BE REQUIRED BY THE ENGINEER.
 7. RESURFACE ASPHALT PAVED STREETS WITH 6" MIN. D-1, AND 6" MIN. CONCRETE.
 8. RESURFACE CHIP SEALED STREETS WITH 6" MIN. D-1.
 9. FOR STREETS WITH SUBBASES CONSISTING OF MATERIALS OTHER THAN D-1, RESURFACE STREET AS DIRECTED BY THE ENGINEER.

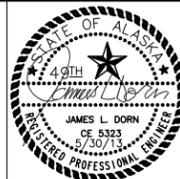
**PAVEMENT RESURFACING
 AND TRENCH DETAIL
 STANDARD 125**

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CHECKED	JLD
DATE	MAY 2013
REV	DATE BY DESCRIPTION



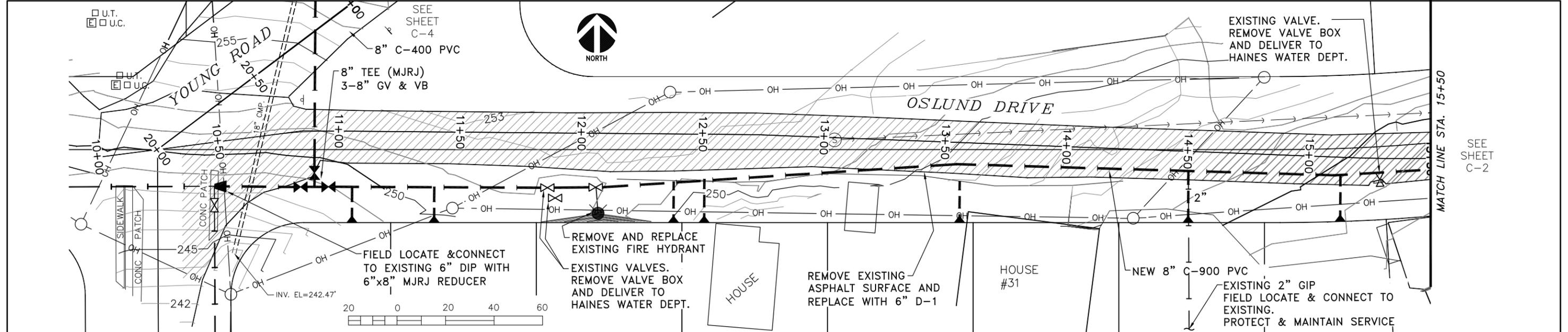
CITY AND BOROUGH OF HAINES
 HAINES HIGHLANDS ESTATES
 2013 WATER SYSTEM UPGRADE



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 712 WEST 12TH STREET
 JUNEAU, ALASKA 99801
 (907) 586-4447

STANDARD DETAILS

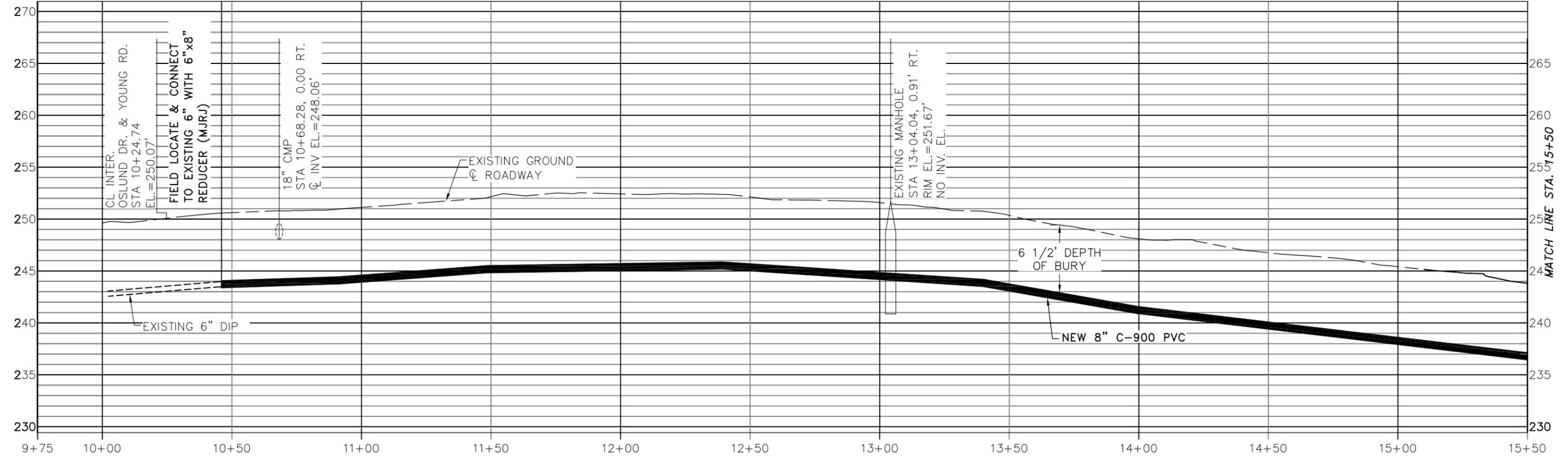
DRAWING
 G-3
 SHEET No.
 3 of 12



NOTE:
 NEW WATERLINE IS TO REPLACE
 EXISTING ASBESTOS CEMENT
 WATERLINE LOCATED ADJACENT TO
 THE NEW WATERLINE.
 ABANDON EXISTING WATERLINE IN
 PLACE. PROVIDE TEMPORARY
 SERVICE TO ALL USERS DURING
 CONSTRUCTION.

DIAL BEFORE YOU DIG !
 U/G POWER, TELEPHONE, & T.V.
 SHOWN ON THIS DRAWING
 INDICATE EXISTENCE ONLY
 AND DO NOT SUBSTITUTE FOR
 FIELD LOCATES. CONTACT
 UTILITIES LISTED ON SHEET G-2
 PRIOR TO ANY ON-SITE WORK.

CAUTION !
 EXISTING OVERHEAD AND
 UNDERGROUND UTILITIES



PROFILE
 SCALE: HORZ. 1"=40'
 VERT. 1"=10'

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SCALE	GRAPHIC
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CHECKED	JLD
DATE	MAY 2013
REV	DATE BY DESCRIPTION

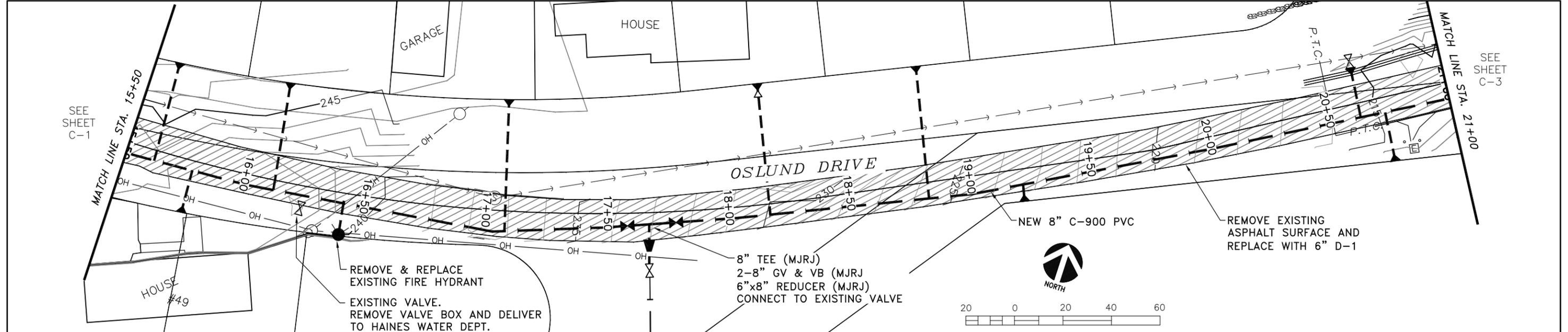
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OSLUND DRIVE
 PLAN & PROFILE
 STA. 10+00 TO STA. 15+50

DRAWING
C-1
 SHEET No.
4 of 12



REMOVE & REPLACE EXISTING FIRE HYDRANT
EXISTING VALVE. REMOVE VALVE BOX AND DELIVER TO HAINES WATER DEPT.

8" TEE (MJRJ)
2-8" GV & VB (MJRJ)
6"x8" REDUCER (MJRJ)
CONNECT TO EXISTING VALVE

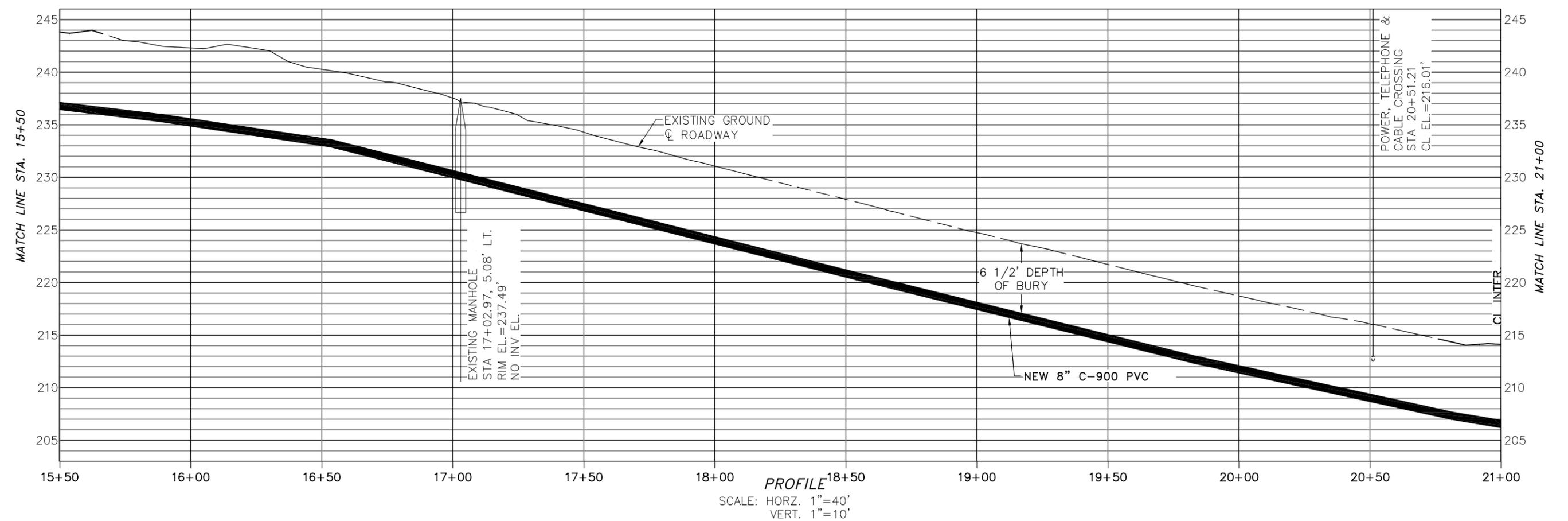
NEW 8" C-900 PVC

REMOVE EXISTING ASPHALT SURFACE AND REPLACE WITH 6" D-1

NOTE:
NEW WATERLINE IS TO REPLACE EXISTING ASBESTOS CEMENT WATERLINE LOCATED ADJACENT TO THE NEW WATERLINE. ABANDON EXISTING WATERLINE IN PLACE. PROVIDE TEMPORARY SERVICE TO ALL USERS DURING CONSTRUCTION.

DIAL BEFORE YOU DIG!
U/G POWER, TELEPHONE, & T.V. SHOWN ON THIS DRAWING INDICATE EXISTENCE ONLY AND DO NOT SUBSTITUTE FOR FIELD LOCATES. CONTACT UTILITIES LISTED ON SHEET G-2 PRIOR TO ANY ON-SITE WORK.

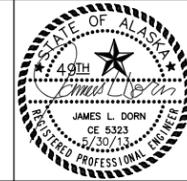
CAUTION!
EXISTING OVERHEAD AND UNDERGROUND UTILITIES



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CHECKED	JLD		
DATE	MAY 2013		
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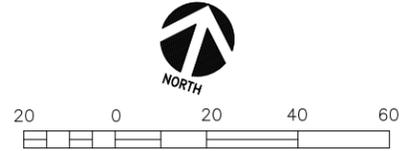
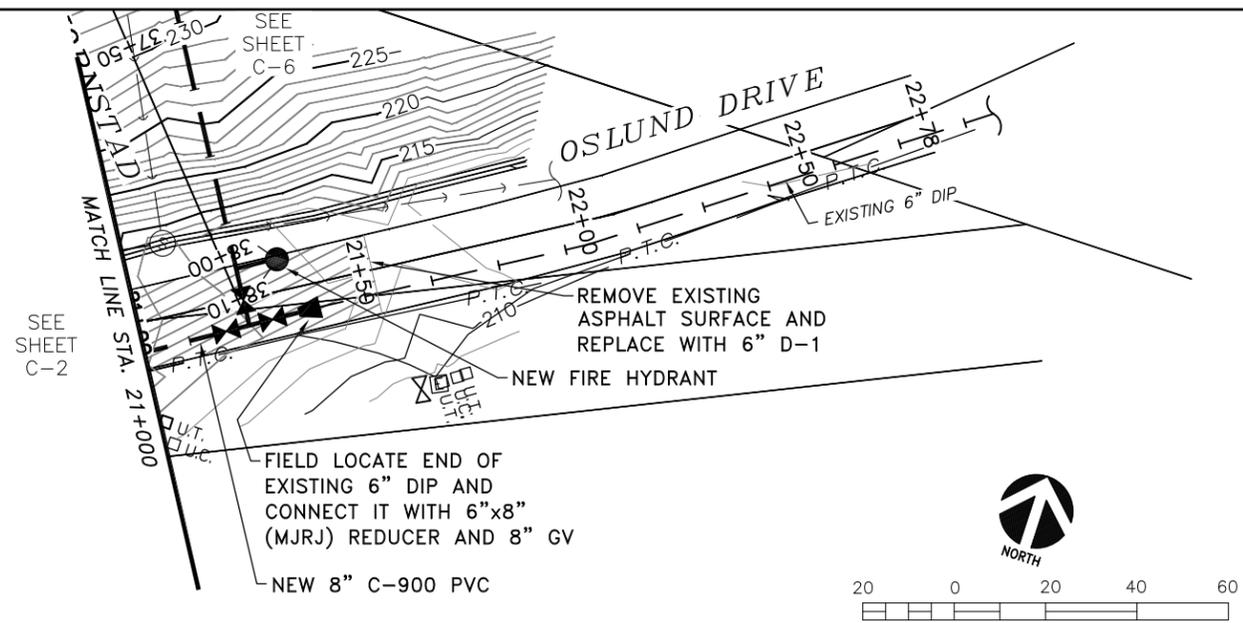
CITY AND BOROUGH OF HAINES
HAINES HIGHLANDS ESTATES
2013 WATER SYSTEM UPGRADE



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JUNEAU, ALASKA 99801
(907) 586-4447

OSLUND DRIVE
PLAN & PROFILE
STA. 15+50 TO STA. 21+00

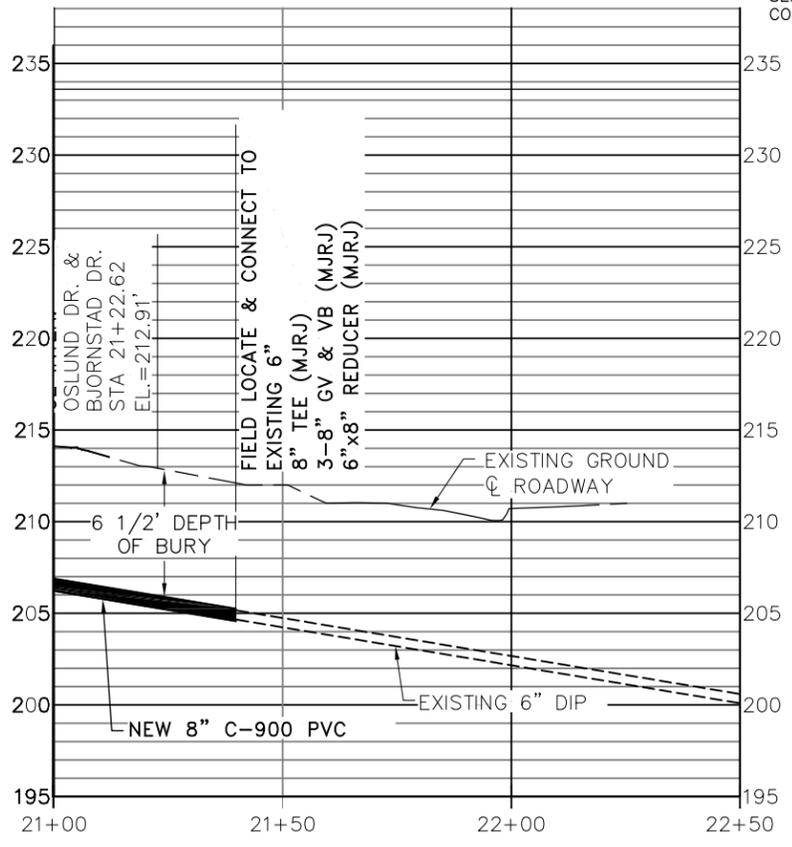
DRAWING
C-2
SHEET No.
5 of 12



NOTE:
 NEW WATERLINE IS TO REPLACE
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CAUTION !
 EXISTING OVERHEAD AND
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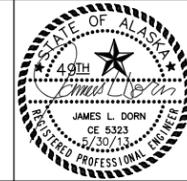


PROFILE
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REV	DATE	BY	DESCRIPTION

SCALE	GRAPHIC
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DRAWN	GDM
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CITY AND BOROUGH OF HAINES
 HAINES HIGHLANDS ESTATES
 2013 WATER SYSTEM UPGRADE

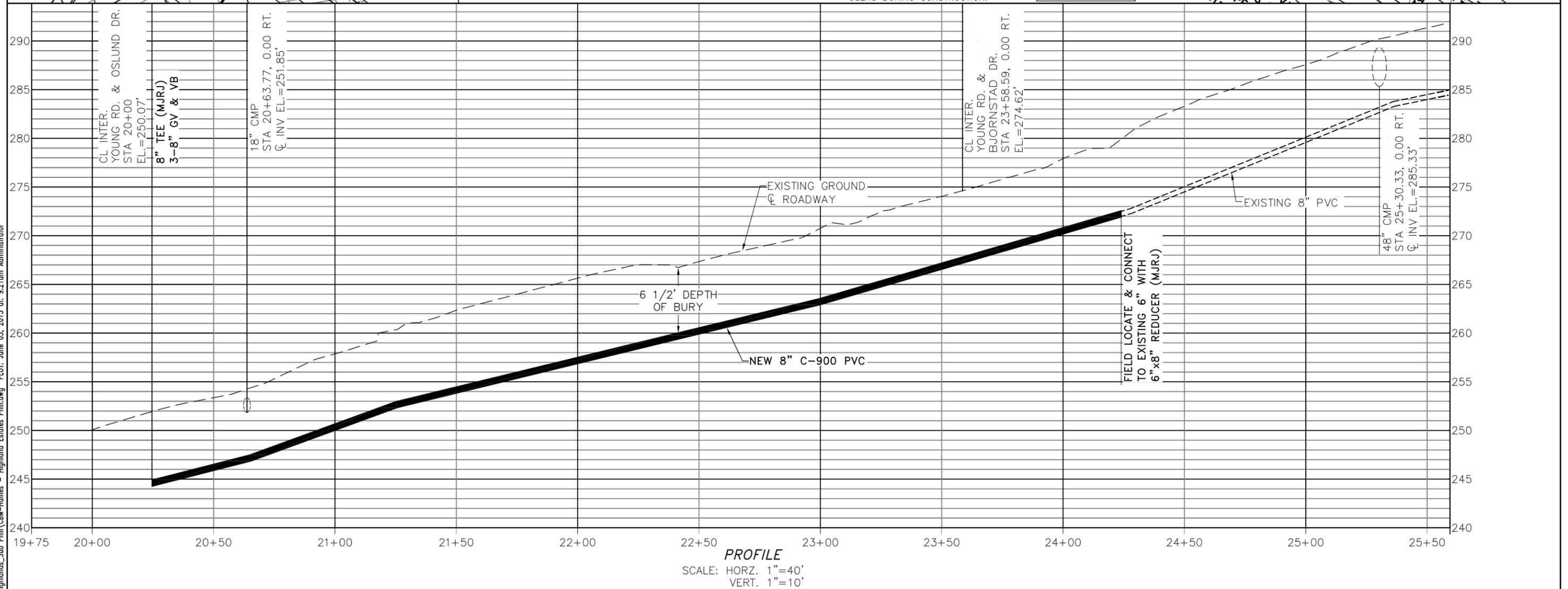
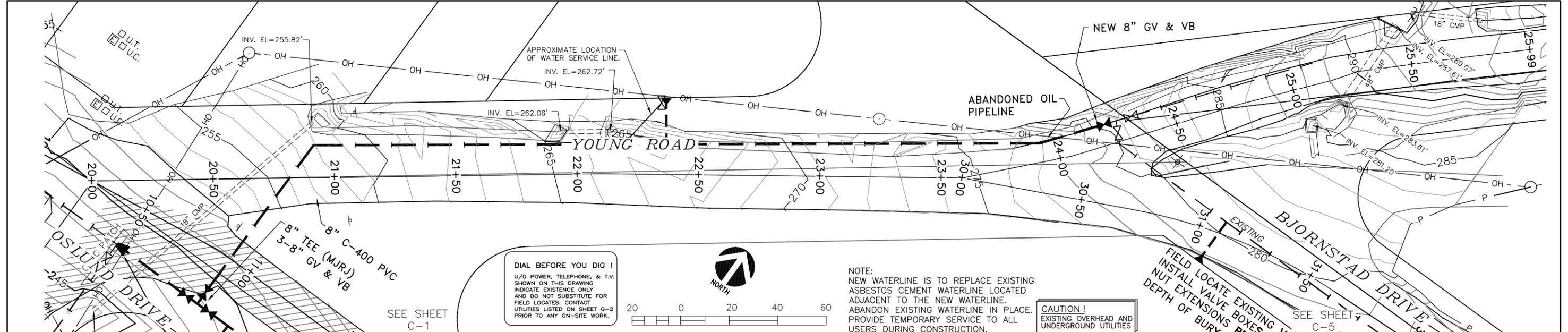


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OSLUND DRIVE
 PLAN & PROFILE
 STA. 21+00 TO STA. 21+75

DRAWING
C-3
 SHEET No.
6 of 12

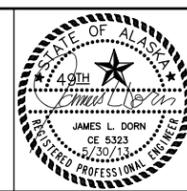
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SCALE	GRAPHIC
DESIGNED	JLD
DRAWN	GDM
CHECKED	JLD
DATE	MAY 2013

REV	DATE	BY	DESCRIPTION

CITY AND BOROUGH OF HAINES
HAINES HIGHLANDS ESTATES
2013 WATER SYSTEM UPGRADE

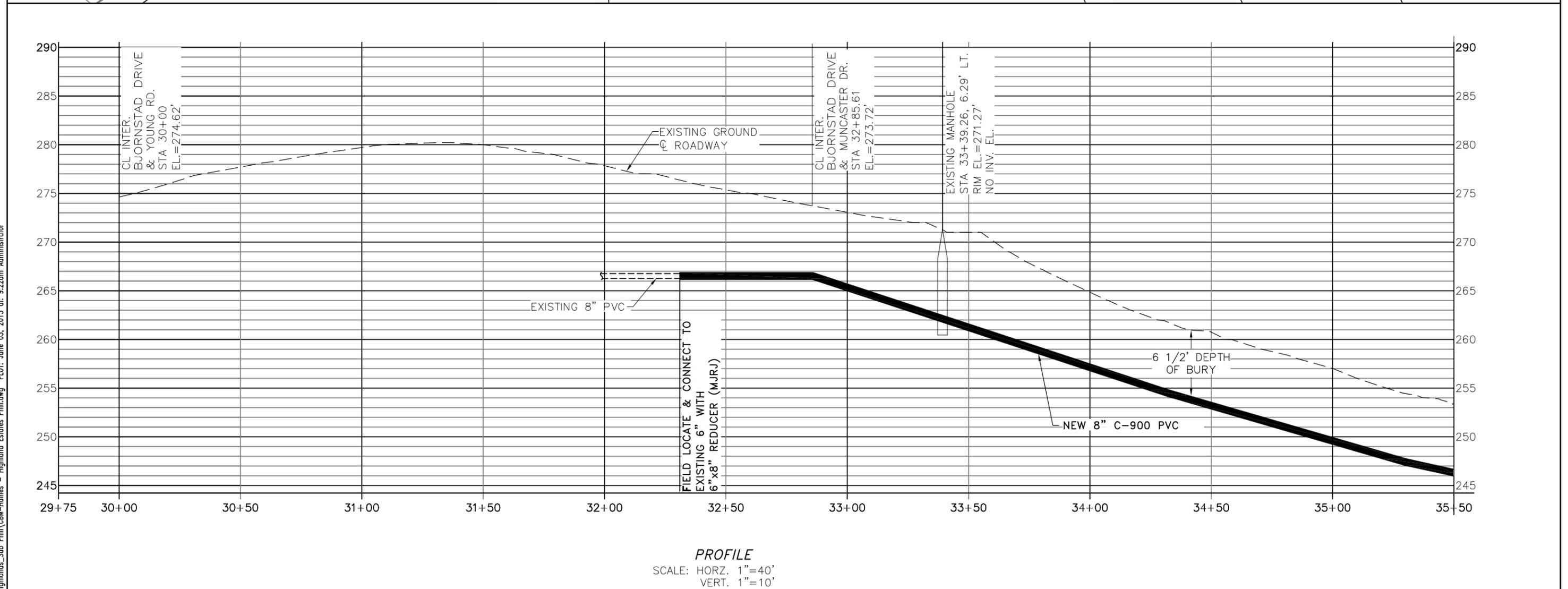
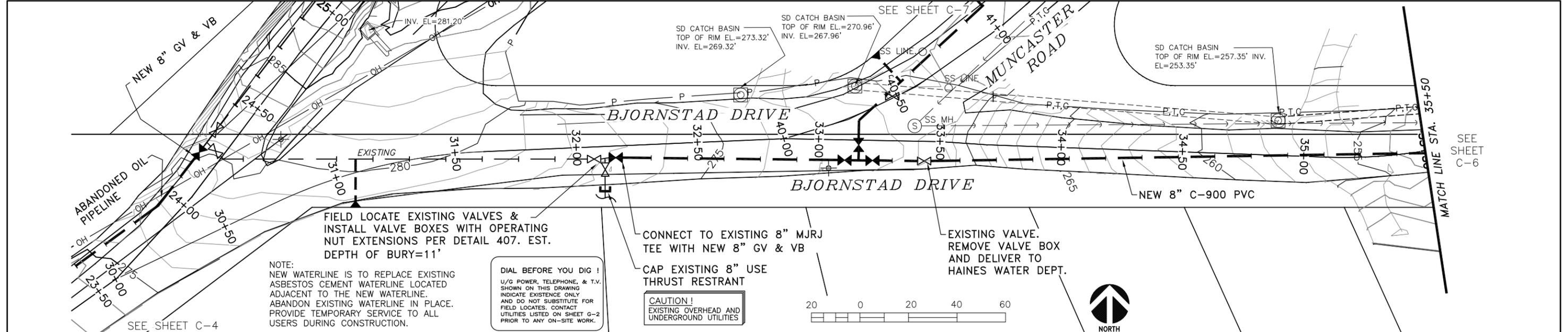


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YOUNG ROAD
PLAN & PROFILE
STA. 20+00 TO STA. 25+50

DRAWING
C-4
SHEET No.
7 of 12

\\B770w\users\Public\gdm\Highlands_Sub\PH\Highlands_Estates\PH\Highlands_Estates_Plot.dwg June 03, 2013 at: 9:21am Administrator

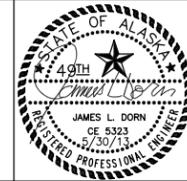


PROFILE
 SCALE: HORZ. 1"=40'
 VERT. 1"=10'

SCALE	GRAPHIC
DESIGNED	JLD
DRAWN	GDM
CHECKED	JLD
DATE	MAY 2013

REV	DATE	BY	DESCRIPTION

CITY AND BOROUGH OF HAINES
 HAINES HIGHLANDS ESTATES
 2013 WATER SYSTEM UPGRADE



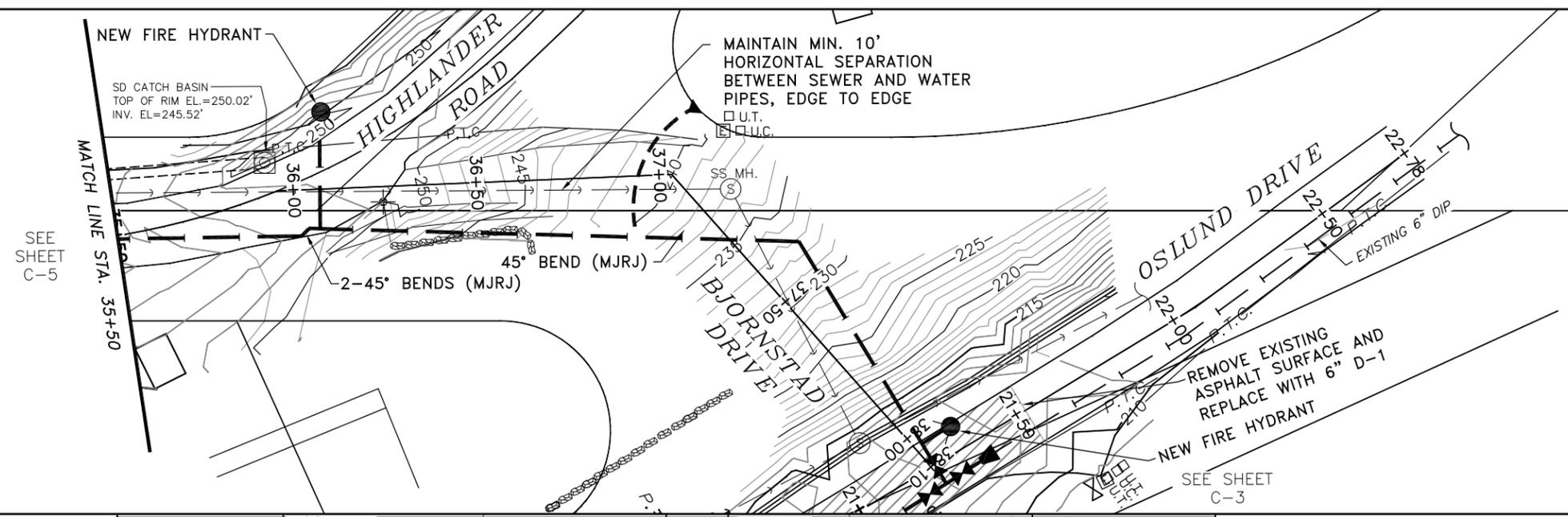
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**BJORNSTAD DRIVE
 PLAN & PROFILE
 STA. 30+00 TO STA. 35+50**

DRAWING
C-5
 SHEET No.
8 of 12

\\8770w\users\Public\gdm\Highlands_Sub_Plan\CBM-Haines - Highlands Estates Phil.dwg PLOT: June 03, 2013 at: 9:22am Administrator

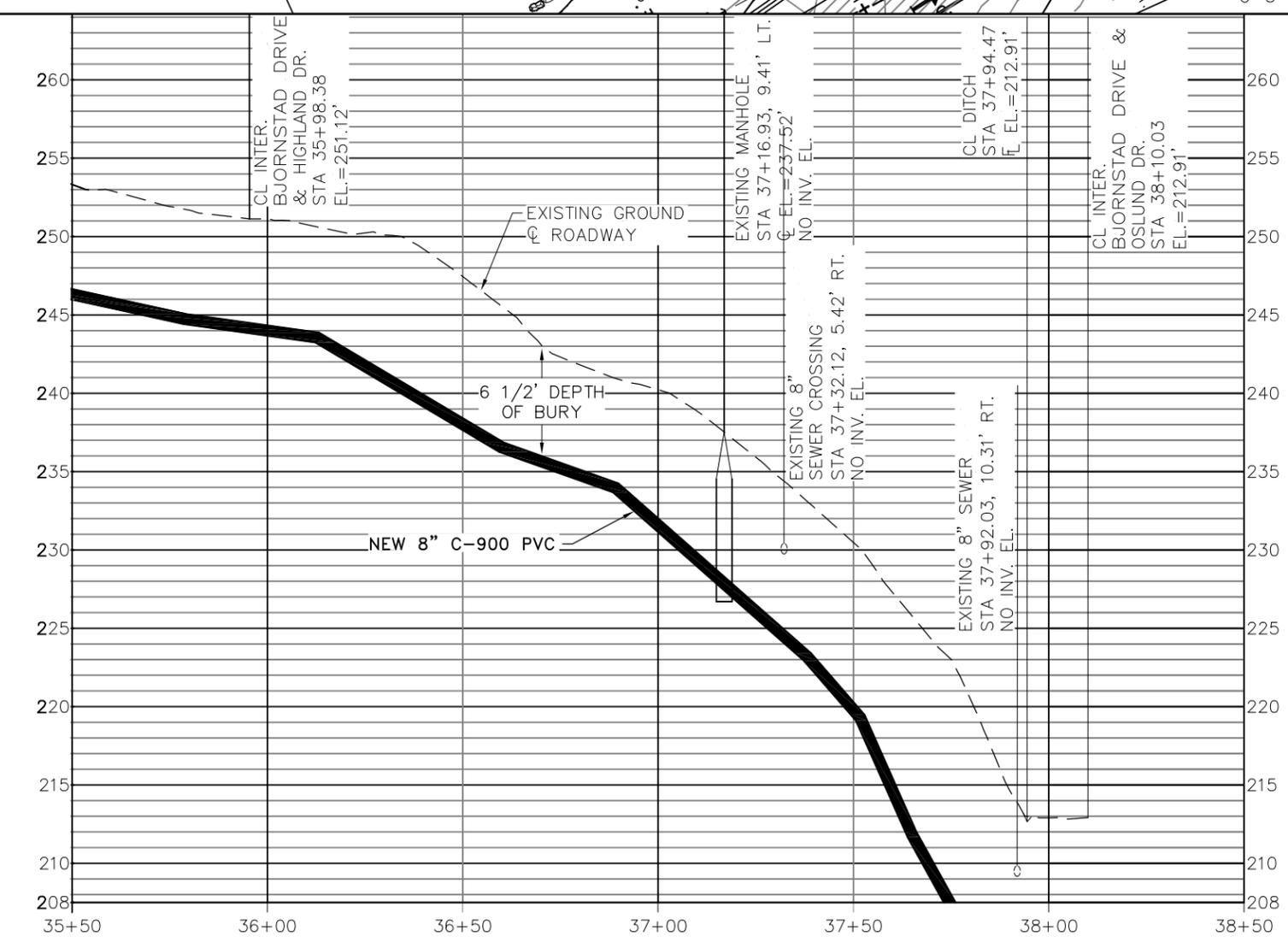
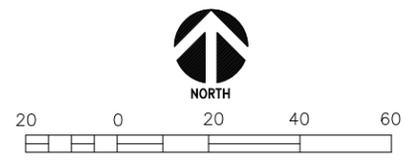
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NOTE:
NEW WATERLINE IS TO REPLACE EXISTING ASBESTOS CEMENT WATERLINE LOCATED ADJACENT TO THE NEW WATERLINE. ABANDON EXISTING WATERLINE IN PLACE. PROVIDE TEMPORARY SERVICE TO ALL USERS DURING CONSTRUCTION.

DIAL BEFORE YOU DIG !
U/G POWER, TELEPHONE, & T.V. SHOWN ON THIS DRAWING INDICATE EXISTENCE ONLY AND DO NOT SUBSTITUTE FOR FIELD LOCATES. CONTACT UTILITIES LISTED ON SHEET G-2 PRIOR TO ANY ON-SITE WORK.

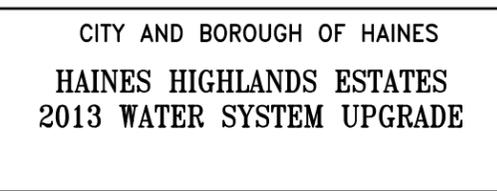
CAUTION!
EXISTING OVERHEAD AND UNDERGROUND UTILITIES



PROFILE
SCALE: HORZ. 1"=40'
VERT. 1"=10'

SCALE	GRAPHIC		
DESIGNED	JLD		
DRAWN	GDM		
CHECKED	JLD		
DATE	MAY 2013		
REV	DATE	BY	DESCRIPTION

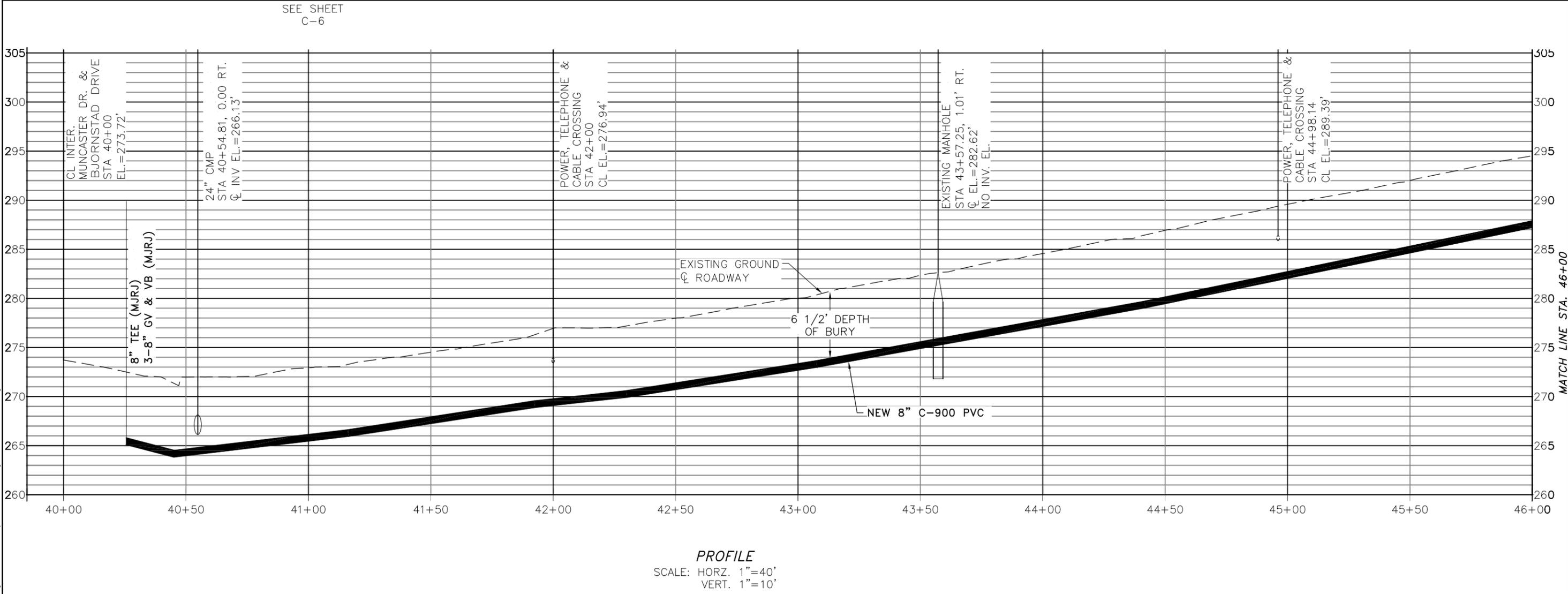
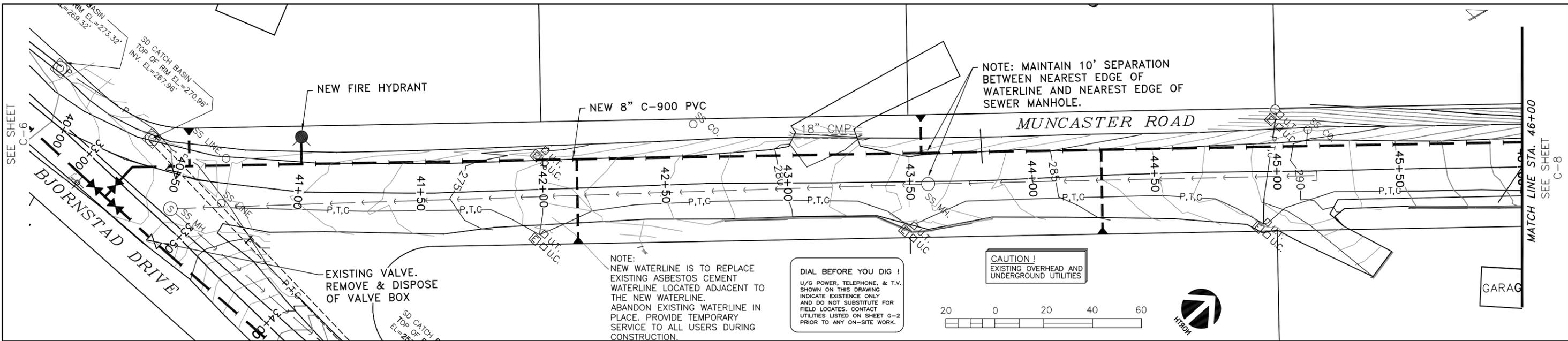
CITY AND BOROUGH OF HAINE
HAINE HIGHLANDS ESTATES
2013 WATER SYSTEM UPGRADE



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BJORNSTAD DRIVE
PLAN & PROFILE
STA. 35+50 TO STA. 38+10

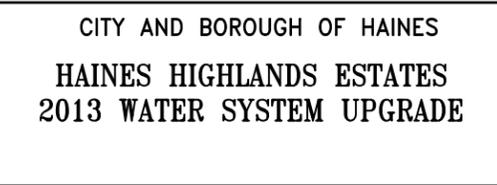
DRAWING
C-6
SHEET No.
9 of 12



SCALE	GRAPHIC
DESIGNED	JLD
DRAWN	GDM
CHECKED	JLD
DATE	MAY 2013

REV	DATE	BY	DESCRIPTION

CITY AND BOROUGH OF HAINES
**HAINES HIGHLANDS ESTATES
 2013 WATER SYSTEM UPGRADE**

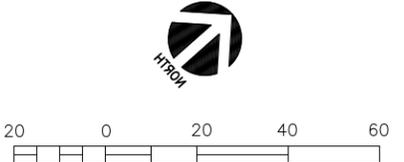
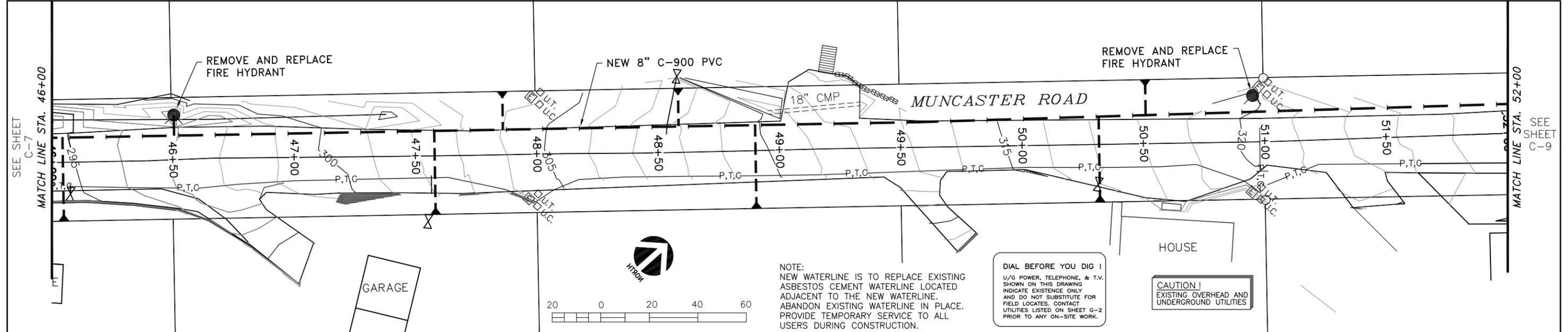


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**MUNCASTER DRIVE
 PLAN & PROFILE
 STA. 40+00 TO STA. 46+00**

DRAWING	C-7
SHEET No.	10 of 12

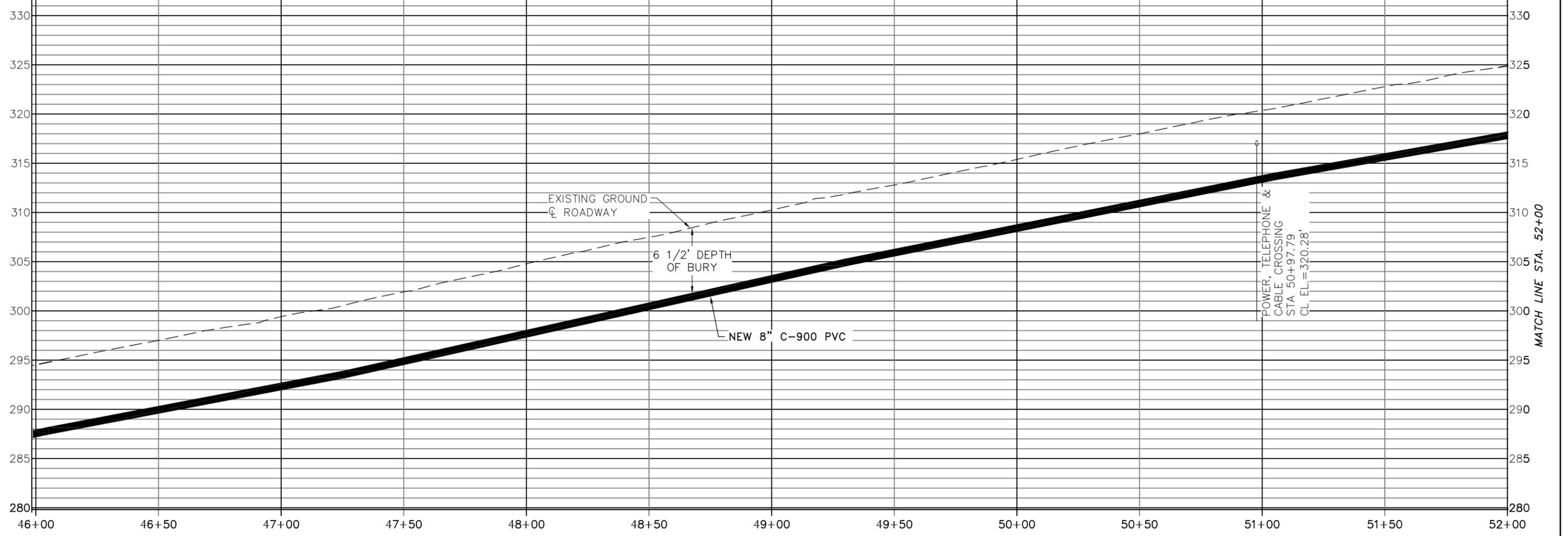
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NOTE:
 NEW WATERLINE IS TO REPLACE EXISTING
 ASBESTOS CEMENT WATERLINE LOCATED
 ADJACENT TO THE NEW WATERLINE.
 ABANDON EXISTING WATERLINE IN PLACE.
 PROVIDE TEMPORARY SERVICE TO ALL
 USERS DURING CONSTRUCTION.

DIAL BEFORE YOU DIG !
 U/G POWER, TELEPHONE, & T.V.
 SHOWN ON THIS DRAWING
 INDICATE EXISTENCE ONLY
 AND DO NOT SUBSTITUTE FOR
 FIELD LOCATES. CONTACT
 UTILITIES LISTED ON SHEET G-2
 PRIOR TO ANY ON-SITE WORK.

CAUTION!
 EXISTING OVERHEAD AND
 UNDERGROUND UTILITIES



PROFILE

SCALE: HORZ. 1"=40'
 VERT. 1"=10'

SCALE	GRAPHIC
DESIGNED	JLD
DRAWN	GDM
CHECKED	JLD
DATE	MAY 2013

REV	DATE	BY	DESCRIPTION

CITY AND BOROUGH OF HAINES
 HAINES HIGHLANDS ESTATES
 2013 WATER SYSTEM UPGRADE



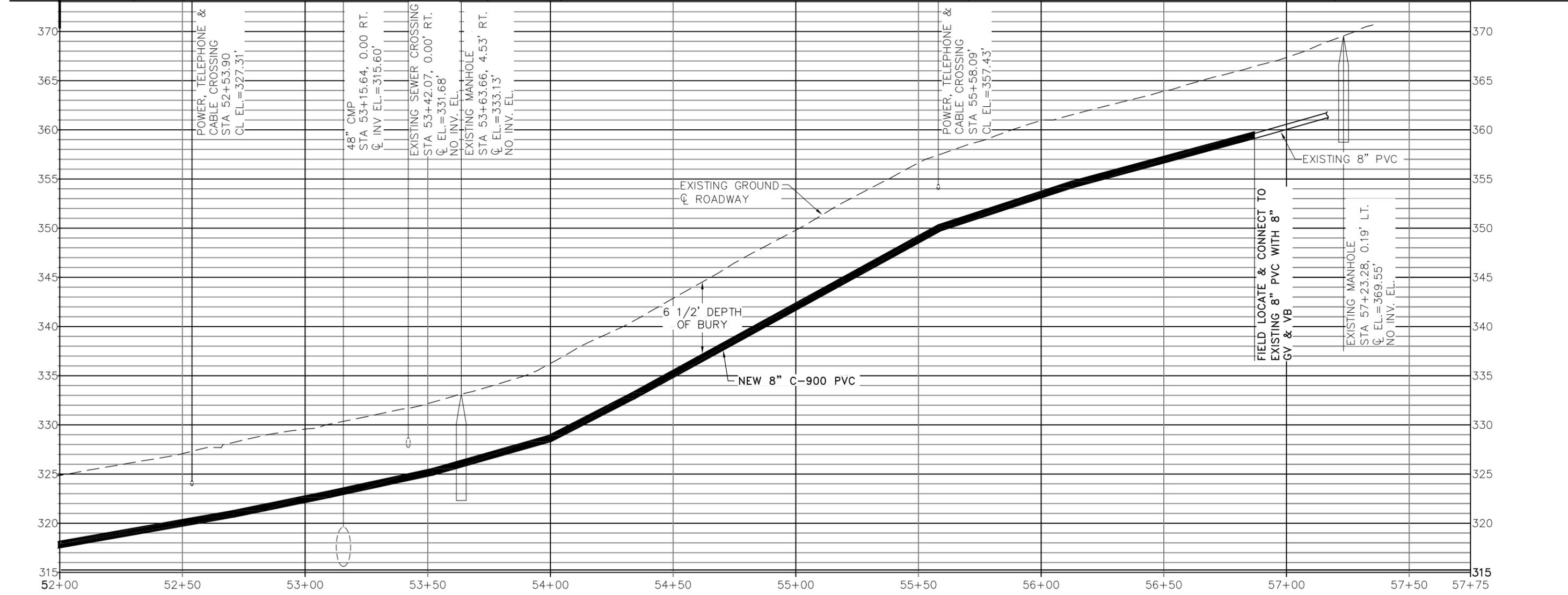
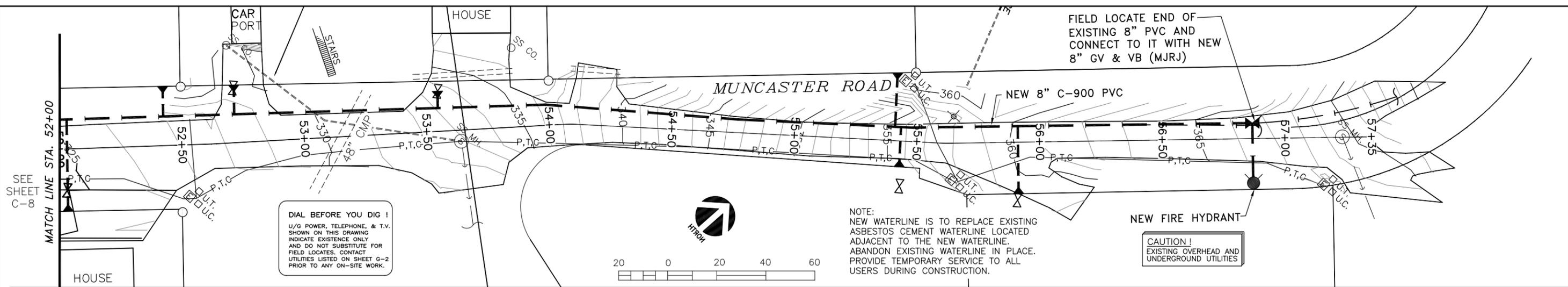
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MUNCASTER DRIVE
 PLAN & PROFILE
 STA. 46+00 TO STA. 52+00

DRAWING	C-8
SHEET No.	11 of 12

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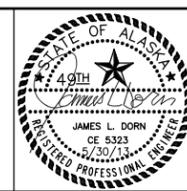
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SCALE	GRAPHIC
DESIGNED	JLD
DRAWN	GDM
CHECKED	JLD
DATE	MAY 2013

REV	DATE	BY	DESCRIPTION

CITY AND BOROUGH OF HAINES
**HAINES HIGHLANDS ESTATES
 2013 WATER SYSTEM UPGRADE**



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**MUNCASTER DRIVE
 PLAN & PROFILE
 STA. 52+00 TO STA. 57+35**

DRAWING
C-9
 SHEET No.
12 of 12