



**INVITATION TO BID  
16045**

**CONSTRUCTION  
Demolition of 825 West Northern Lights Boulevard  
Formally known as The Chefs Inn or Blues Central**

**August 2015**

## **Bidder's Contact Information**

Actions related to protests, claims and appeals will be handled in accordance with AIDEA's Procurement 2 AAC 100.010 – 3 AAC 100.900. Any final actions relating to protests, claims, or appeals of a procurement officer decision rests with the Executive Director of the Authority.

## **Interested Parties**

Interested contractors shall register online to receive addenda and other information at <http://www.aideaaeaprocurement.org/>

AEA may provide periodic e-mail notices regarding addenda or clarifications regarding this bid to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

**INVITATION TO BID 16045  
CONSTRUCTION  
Demolition of 825 West Northern Lights Boulevard  
Formally known as The Chefs Inn or Blues Central**

ITB Number	<b>16045</b>
ITB Date	August 24, 2015
Project Location	825 West Northern Lights, Anchorage, Alaska 99503
Contracting Officer	Rich S. Wooten (907) 771-3019, Fax: (907) 771-3044 <a href="mailto:rwooten@aidea.org">email: rwooten@aidea.org</a>
Issuing Organization	Alaska Industrial Development and Export Authority [AIDEA] 813 West Northern Lights Blvd Anchorage, Alaska 99503
Funding	State of Alaska, AIDEA capital improvement funds G15-15

Description of Work

The Work consists of providing all labor, materials and equipment required to complete the demolition of the building located at 825 West Northern Lights Boulevard, formally known as The Chefs Inn or Blues Central in accordance with the specifications contained herein.

Project Cost Estimate

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Between \$50,000 and \$100,000 | <input type="checkbox"/> Between \$1,000,000 and \$2,500,000 |
| <input type="checkbox"/> Between \$100,000 and \$250,000           | <input type="checkbox"/> Between \$2,500,000 and \$5,000,000 |
| <input type="checkbox"/> Between \$250,000 and \$500,000           | <input type="checkbox"/> Between \$5,000,000 and \$7,500,000 |
| <input type="checkbox"/> Between \$500,000 and \$1,000,000         | <input type="checkbox"/> Greater than \$7,500,000            |

Schedule

All work shall be Substantially Completed by December 31, 2015 with Final Completion by January 15, 2016.

Pre-bid Conference and site visit – is scheduled for **2:00 p.m. Alaska Time, September 2, 2015** at AIDEA, 813 West Northern Lights Boulevard, Anchorage, AK 99503. AIDEA’s parking lot is off of 27<sup>th</sup> Street. The meeting will be in the Birch Conference room. From there, we will walk next door and visit the site.

Submission of Bids

Bidders shall submit sealed bids in single (1) copy. All Bids including any modifications or withdrawals shall be received prior to the bid opening; bids will be publically opened at Authority’s Office on **September 14, 2015 at 2:30 p.m. Alaska time, Willow Conference Room.**

Use the bid forms furnished herein and submissions must be in a sealed envelope marked as follows:

<b>ITB: 16045 - Demolition of 825 W Northern Lights Boulevard, Anchorage, AK</b>	Attention: Rich S. Wooten AIDEA, 813 West Northern Lights Blvd Anchorage, AK 99503-2495
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Bid Guaranty

A 5% of the amount of the bid, bid-guaranty is required with each bid. (Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required.)

Non-Discrimination

Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Date to assist in preparing bids is available as follows:

Individuals with disabilities, including the hearing impaired, who may need auxiliary aids, services, and/or special modifications to submit a bid/proposal should contact the TTD number: (907) 269-0473, no later than one week prior to the submittal date to make any necessary arrangements.

Questions

Direct All questions relating to bid procedures, design features, constructability, quantities, or technical aspects of the project to the Contracting Officer no later than 72 hours prior to the bid opening in ordered to be answered.



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Hazardous Material Inspection Report (29-pages)

Drawings (5-pages)

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## **INFORMATION TO BIDDERS**

Bidders are required to study and follow the bid assembly instructions as to the method and form for submitting bids so there will be no reason to reject a bid.

### **00100.1 EXAMINATION OF PLANS, SPECIFICATIONS, AND WORKSITE**

Bidders shall examine the plans, specifications and all other documents incorporated in this bid package before preparing a bid and they are expected to visit the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

Submitting a bid is a binding representation that the bidder has examined the work site, is aware of the conditions to be encountered, and has examined and understands all of the Contract documents, including plans and specifications.

Any questions about bidding procedures, site conditions, or Contract requirements must be submitted in writing to the persons designated on the Invitation to Bid. Questions must be submitted in sufficient time to get a reply before submitting a bid. No oral responses or other oral statements are binding on the Authority. Any response to a material question shall be issued by addendum sent to all bidders.

### **00100.2 INTERPRETATION OF SCOPE OF WORK**

Bid prices shall be based on the Contractor's estimate of the cost, including overhead and profit, to complete the work described in the bid package. If the scope of work or quantity of work is unclear, the Bidder shall provide written notification to the Procurement Officer.

### **00100.3 ADDENDA REQUIREMENTS**

The Authority will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid opening date are needed. The Authority may send addenda by any reasonable method such as mail, email, courier, fax, or may post the addenda on its web site. Unless picked up in person or included with the bid documents, addenda or notice that an addenda has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the address or fax number on the plan holders' list. Notwithstanding the Authority's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation to Bid.

Bidders must acknowledge all addenda received, either on the Bid Form or by fax prior to the scheduled time of bid opening. If a bidder received no addenda, the bidder shall enter "None" on the Bid Form. No claim or protest will be allowed based on the bidder's allegation that he did not receive all of the addenda for an Invitation for Bids.

### **00100.4 PREPARATION OF BID**

Bids shall only be submitted on the forms furnished by the Authority or legible copies of the Authority's forms. All entries shall be legible and in ink or type. Bidders shall:

1. Enter all prices required on the Bid Schedule, in figures;
2. Enter a unit price for each contract item for which a quantity is given;
3. Enter the products of the respective unit prices and quantities in the column provided;
4. Enter lump sum prices for lump sum contract items in the column(s) provided; and
5. Enter the total amount of all contract items for the basic bid and, when specified, any alternates.

When a bid item contains a choice to be made by the bidder, the bidder shall indicate a choice according to the Specifications for that item. No further choice is permitted.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is

a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

The bid must include the original documents used to prepare the bid in a separate envelope in accordance with the instructions below.

#### **00100.5 BID GUARANTY**

Bids shall be accompanied by a bid guaranty in the amount specified on the Invitation to Bid. The guaranty shall be unconditionally payable to the Authority and shall be in the form of an acceptable Bid Bond (Form 25D-14), or a certified check, cashier's check, or money order.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond.

An individual surety will not be accepted as a bid guaranty.

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

#### **100.6 DELIVERY OF BIDS**

Bids shall be submitted in a sealed envelope that clearly indicates its contents and the designated address, as shown on the Invitation to Bid. Bids for other work may not be included in the envelope. Electronic or faxed bids will not be considered, unless specifically called for in the Invitation to Bid.

#### **00100.7 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw or revise a bid in writing delivered by mail or by fax, provided that the designated office receives the withdrawal or revision before the time set for opening of bids.

Revisions shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised bids. Form 00350 shall be used to submit such modifications.

#### **00100.8 RECEIPT AND OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. The Authority is not responsible for prematurely opening or failing to open bids that are improperly addressed or identified.

The Authority reserves the right to waive any technicality in bids received when such waiver is in the interest of the Authority.

#### **00100.9 BIDDERS PRESENT**

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

### **00100.10 BIDDERS INTERESTED IN MORE THAN ONE BID**

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

### **00100.11 NON-RESPONSIVE BIDS**

A bid shall be rejected as non-responsive if it:

1. Is not properly signed by an authorized representative of the bidder in ink and in a legally binding manner;
2. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
3. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award;
4. Fails to include an acceptable bid guaranty with the bid;
5. Is materially unbalanced; or
6. Fails to meet any other material requirement of the Invitation to Bid.

A bid may be rejected as non-responsive, in the Authority's discretion, if it:

1. Is not typed or completed in ink;
2. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
3. Is missing a bid price for any pay item, except when alternate pay items are authorized.

### **00100.12 ALASKA BIDDER PREFERENCE**

Amount 5%, AS36.30.321(a), and AS36.30.990(25) In order to qualify for the Alaska Bidder Preference the bidder must:

- o Hold a current Alaska business license and submit a bid under the name on their business license.
- o Have maintained a place of business within the state staffed by the bidder or an employee of the bidder for at least six months immediately preceding the date of the bid.

AND, if the bidder is a:

- o CORPORATION, is incorporated in Alaska or are otherwise qualified to do business under the laws of the state.
- o SOLE PROPRIETORSHIP, the proprietor must be a resident of the state.
- o LIMITED LIABILITY COMPANY organized under AS 10.50, all members must be residents of the state.
- o PARTNERSHIP under AS 32.05, 32.06, or 32.11, all partners must be residents of the state.
- o JOINT VENTURE, the joint venture must be composed entirely of ventures that qualify as Alaska bidders.

### **00100.13 REJECTION OF BIDS**

The Authority reserves the right to reject any and all bids when such rejection is in the best interest of the Authority: to reject the bid of a bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature; to reject the bid of a bidder who is not, in the opinion of the Procurement Officer, in a position to perform the contract; and to reject a bid as non-responsive where the bidder fails to furnish the required documents, fails to complete required documents in the manner directed, or makes unauthorized alterations to the bid documents.

## **00100.14 CONSIDERATION OF BIDS**

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

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

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

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

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

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

A Bidder may replace a listed Subcontractor who: (

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

## **00100.15 BIDDERS QUALIFICATIONS**

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

## **00100.16 RESPONSIBILITY OF BIDDERS**

The Authority may find a bidder is non-responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

1. Evidence of bid rigging or collusion;
2. Fraud or dishonesty in the performance of previous contracts;
3. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
4. Unsatisfactory performance on previous or current contracts;
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
6. Uncompleted work that, in the judgment of the Authority, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
7. Failure to reimburse the state for monies owed on any previous contracts;
8. Default under previous contracts;
9. Failure to submit evidence of registration and licensing;
10. Failure to comply with any qualification requirements of the Authority;
11. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
12. Failure to satisfy the responsibility standards set out in state regulations;
13. Lack of qualifications, skill, ability, financial resources, or equipment required to perform the contract; or
14. Lack of legal capacity to contract.

Nothing contained in this section deprives the Authority of its discretion in determining the lowest responsible bidder.

## **00100.17 PROTEST OF INVITATION TO BID**

An interested party may protest an Invitation to Bid in accordance with 3 AAC 100.570. Protests must be submitted to the Procurement Officer in writing and include the following information:

1. the name, address, and telephone number of the protester;
2. the signature of the protester or the protester's representative;
3. identification of the Authority and the solicitation or contract at issue;
4. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. the form of relief requested.

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid.

## **00100.18 NOTICE OF INTENT TO AWARD THE CONTRACT**

The Notice of Intent to Award, if the contract is to be awarded, will be issued to the lowest responsible and responsive bidder as soon as practical and usually within 14 calendar days after opening of bids.

All Bidders will be notified of the Authority's intent to award the Contract. The successful bidder will be notified of the Authority's requested to execute certain documents.



### **00100.19 PROTEST OF AWARD**

A protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a Notice of Intent to Award is issued by the Procurement Officer in accordance with 3 AAC 100.570. Damages are limited to reasonable bid or bid preparation costs.

Protests must be submitted to the Procurement Officer in writing and include the following information:

1. the name, address, and telephone number of the protester;
2. the signature of the protester or the protester's representative;
3. identification of the Authority and the solicitation or contract at issue;
4. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. the form of relief requested.

### **00100.20 AWARD OF CONTRACT**

The contract will be awarded to the successful bidder following receipt by the Authority of all required documents, properly executed, within the time specified in the Notice of Intent to Award. Failure to enter into a contract within the specified time shall be grounds for forfeiture of the bid security and consideration of the second low bidder for award.

## **00120 REQUIRED DOCUMENTS**

### **00120.1 REQUIRED FOR BID**

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

1.  **Bid Schedule**
2.  **Bid Guaranty (5%)**
3.  **Bid Modification** (Submitted only if Bidder deems necessary.)
4.  **Debarment Certification**

### **00120.2 REQUIRED AFTER NOTICE OF INTENT TO AWARD**

The apparent successful bidder is required to complete and submit the following document within 5 working days after receipt of the Notice of Intent to Award:

1. **Subcontractor List**
2. **Contractor Questionnaire** including resumes of Contractor Key Personnel and Organization Chart for the project

### **00120.3 REQUIRED FOR AWARD**

In order to be awarded the Contract, the successful Bidder must completely fill out and submit the following documents within the time specified in the Notice of Intent to Award:

1. **Construction Contract**
2. **Payment Bond**
3. **Performance Bond**
4. **Certificate of Insurance** (from carrier)
5. **Notice of Work required by Department of Labor**
6. **Construction Schedules**

### **00120.4 Permit**

The demolition permit (C15-1660) and the electrical permit are ready to be picked up at the Anchorage Municipal Building Department. Contractor shall pickup both permits and pay the required fees.

### **00120.5 Construction Closeout**

**Complete Construction Closeout Release**, In order to complete the Contract and receive final payment; Contractor shall complete the Notice of Work Completion required by Department of Labor, and complete form 00630 Construction closeout and email it to AIDEA's Contract officer of record.

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Bid Schedule 16045  
Demolition 825 West Northern Lights Boulevard

Item	Description	Lump Sum Cost in U.S. Dollars
1	Mobilization and Demobilization	\$
2	Demolition	\$
3	Light Fixtures	\$
4	Total Base Bid [Line items 1, 2, and 3]	\$
5	Bidders Preference 5%	Yes <input type="radio"/> / No <input type="radio"/>

Award Basis is in Section 00800 Supplementary Conditions

Name of Company \_\_\_\_\_

Signature of Authorized Company Representative \_\_\_\_\_

Print name and title of Authorized Representative \_\_\_\_\_

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

Date \_\_\_\_\_

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**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY  
AND ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS  
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

Contractor

*PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX*

I, \_\_\_\_\_ hereby certify on behalf  
(Name and title of official)

of \_\_\_\_\_ that:  
(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By:

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

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**BID BOND**  
**Invitation to Bid 16045**  
 Demolition of 825 West Northern Lights Boulevard

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

PRINCIPAL (Legal name and business address):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation
STATE OF INCORPORATION:	

SURETY (IES) (Name and business address):

<b>A.</b>	<b>B.</b>	<b>C.</b>
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PENAL SUM OF BOND:	DATE OF BID:
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We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Industrial Development and Export Authority (AIDEA or Authority), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

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

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

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

**PRINCIPAL**

Signature(s)	<b>1.</b>	<b>2.</b>	<b>3.</b>
Name(s) & Title(s) (Typed)	<b>1.</b>	<b>2.</b>	<b>3.</b>

**See Instructions on Reverse**

Corporate Seal
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**CORPORATE SURETY(IES)**

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

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

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

**INSTRUCTIONS**

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



**BID MODIFICATION**  
**Invitation to Bid 16045**  
Demolition of 825 West Northern Lights Boulevard

Modification Number: \_\_\_\_\_

Note: All revisions shall be made to the unadjusted bid amount(s).  
Changes to the adjusted bid amounts will be computed by the Authority.

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

TOTAL REVISION: [indicate + or -] \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Bidding Firm

\_\_\_\_\_  
Responsible Party Signature

\_\_\_\_\_ Date

Duplicate this form if additional pages are needed.

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**CONTRACTOR's QUESTIONNAIRE**  
 Invitation to Bid **16045**  
 Demolition of 825 West Northern Lights Boulevard

**A. FINANCIAL**

1. Have you ever failed to complete a contract due to insufficient resources?

No     Yes    If YES, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. EQUIPMENT**

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

ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE

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

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

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

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

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**C. EXPERIENCE**

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

Describe the most recent or current contract, its completion date, and scope of work:

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2. List, as an attachment to this questionnaire, other construction projects you have completed, specifically projects in small communities in rural Alaska; the dates of completion; scope of work; and total contract amount for each project completed in the past 12 months. Also include résumé's of Key Personnel and an Organization Chart for the Project and any plans for recruiting or hiring local labor.

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

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**SUBCONTRACTOR LIST**  
 Invitation to Bid **16045**  
 Demolition of 825 West Northern Lights Boulevard

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

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

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

**Check as applicable:**  All Work on the above-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.

or

Subcontractor List is as follows:

**LIST FIRST TIER SUBCONTRACTORS ONLY**

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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

\_\_\_\_\_  
 Signature of Authorized Company Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company Name

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

\_\_\_\_\_  
 Date

( ) \_\_\_\_\_  
 Phone Number

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



**SAMPLE CONTRACT 16045**  
Demolition of 825 West Northern Lights Boulevard

---

**Project Name and Number**

This CONTRACT, between the Alaska Industrial Development and Export Authority [AIDEA], and

---

**Company Name**

---

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

a/an  Individual       Partnership       Joint Venture       Sole Proprietorship       Corporation incorporated under the laws of the State of \_\_\_\_\_, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Authority, hereby covenants and agrees to furnish and deliver all the materials to perform all the work and labor required in the demolition of the above-referenced project at the prices bid by the Contractor for the respective sum of \_\_\_\_\_ (\$\_\_\_\_\_), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Authority, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Authority. In no event shall the Authority be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Authority. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Authority, on or before: \_\_\_\_\_. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Authority, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Authority shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Authority shall have the right to recover No dollars (\$00.00) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.



The bonds given by the Contractor in the sum of \$ \_\_\_\_\_ Payment Bond, and \$ \_\_\_\_\_ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

---

**CONTRACTOR**

---

**Company Name**

---

**Signature of Authorized Company Representative**

---

**Typed Name and Title**

---

**Date**

(Corporate Seal)

---

**Alaska Industrial Development and Export Authority**

---

**Signature of Contracting Officer**

---

Rich S. Wooten, Contract Compliance Specialist

---

**Typed Name**

---

**Date**



**PERFORMANCE BOND No. \_\_\_\_\_  
16045**

Demolition of 825 West Northern Lights Boulevard

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the Authority in the penal sum of \_\_\_\_\_ Dollars

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

WHEREAS, the said Principal has entered into a written contract with said Authority, on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_, for construction of the above-named project, said work to be done according to the terms of said contract.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals at

\_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

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

\_\_\_\_\_  
**AIDEA Authorized Representative**

\_\_\_\_\_  
**Date**

See Instructions on Reverse

## INSTRUCTIONS

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



**PAYMENT BOND NO.** \_\_\_\_\_

**16045**

Demolition of 825 West Northern Lights Boulevard

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_

of \_\_\_\_\_ as Principal,

and \_\_\_\_\_

of \_\_\_\_\_ as Surety,

firmly bound and held unto the Authority in the penal sum of \_\_\_\_\_ Dollars

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

WHEREAS, the said Principal has entered into a written contract with said Authority, on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, for construction of the above-referenced project, said work to be done according to the terms of said contract.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals at

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

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

**AIDEA Authorized Representative** \_\_\_\_\_

**Date** \_\_\_\_\_

See Instructions on Reverse

## INSTRUCTIONS

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

# REQUEST FOR INTERPRETATION

---

Project: \_\_\_\_\_ R.F.I. Number: \_\_\_\_\_  
\_\_\_\_\_  
To: \_\_\_\_\_ From: \_\_\_\_\_  
\_\_\_\_\_  
Re: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Contract For: \_\_\_\_\_

---

Specification Section: Paragraph: Drawing Reference: Detail:

---

Request:

Signed by:

Date:

---

Response:

Attachments

---

Response From: To: Date Rec'd: Date Ret'd:

---

Signed by:

Date:

---

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File

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# SUBMITTAL TRANSMITTAL

Project: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ A/E Project Number: \_\_\_\_\_

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_ Submittal No. \_\_\_\_\_  
**A** From (Subcontractor): \_\_\_\_\_ By: \_\_\_\_\_  Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- |  |   |
|--|---|
| <input type="checkbox"/> Submitted for review and approval                 | <input type="checkbox"/> Substitution involved - Substitution request attached  |
| <input type="checkbox"/> Resubmitted for review and approval               | <input type="checkbox"/> If substitution involved, submission includes point-by-point comparative data or preliminary details |
| <input type="checkbox"/> Complies with contract requirements               | <input type="checkbox"/> Items included in submission will be ordered immediately upon receipt of approval                    |
| <input type="checkbox"/> Will be available to meet construction schedule   |   |
| <input type="checkbox"/> A/E review time included in construction schedule |   |

Other remarks on above submission: \_\_\_\_\_  One copy retained by sender

**TRANSMITTAL** To (A/E): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
**B** From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Approved          | <input type="checkbox"/> Revise / Resubmit   |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Rejected / Resubmit |

Other remarks on above submission: \_\_\_\_\_  One copy retained by sender

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by A/E: \_\_\_\_\_  
**C** From (A/E): \_\_\_\_\_  Other By: \_\_\_\_\_ Date Trnsmt'd by A/E: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Approved                     | <input type="checkbox"/> Provide file copy with corrections identified                         |
| <input type="checkbox"/> Approved as noted            | <input type="checkbox"/> Sepia copies only returned  |
| <input type="checkbox"/> Not subject to review        |  |
| <input type="checkbox"/> No action required           | <input type="checkbox"/> Point-by-point comparative data required to complete approval process |
| <input type="checkbox"/> Revise / Resubmit            |  |
| <input type="checkbox"/> Rejected / Resubmit          | <input type="checkbox"/> Submission Incomplete / Resubmit                                      |
| <input type="checkbox"/> Approved as noted / Resubmit |  |

Other remarks on above submission: \_\_\_\_\_  One copy retained by sender

**TRANSMITTAL** To (Subcontractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
**D** From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  One copy retained by sender



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# CHANGE ORDER REQUEST (PROPOSAL)

Project: \_\_\_\_\_ Change Order Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From (Contractor): \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No. \_\_\_\_\_.

Description of Proposed Change:

Attached supporting information from:  Subcontractor  Supplier  \_\_\_\_\_  \_\_\_\_\_

Reason For Change:

Does Proposed Change involve a change in Contract Sum?  No  Yes [Increase] [Decrease] \$ \_\_\_\_\_  
Does Proposed Change involve a change in Contract Time?  No  Yes [Increase] [Decrease] days. \_\_\_\_\_

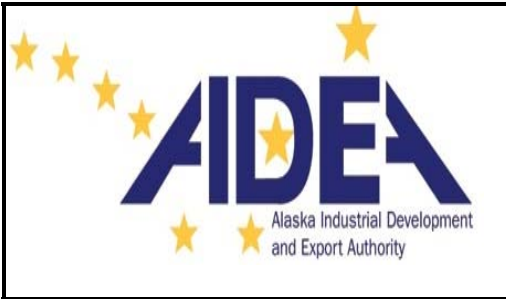
Attached pages:  Proposal Worksheet Summary: \_\_\_\_\_  
 Proposal Worksheet Detail(s): \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File

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**Alaska Industrial Development  
and Export Authority  
Contractor's Release**

Issue Date: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_

**Project Name:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Located at:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Contract Compensation Summary</b>	
<b>Final Amount:</b>	_____
Less Liquidated Damages:	_____
<b>Total Final Sum:</b>	_____
Less previous payments <b>OR</b>	
Estimate(s), 1 through	
Totaling:	_____
<b>Final Payment Due:</b>	_____

Pursuant to the terms of the written contract dated \_\_\_\_\_, \_\_\_\_\_, for the construction of \_\_\_\_\_, Project Number(s) \_\_\_\_\_, and in consideration of the total final sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) which has been or is to be paid under the said contract to (Contractor's Name) \_\_\_\_\_

located at \_\_\_\_\_ (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the Alaska Industrial Development and Export Authority (AIDEA) , does remise, release and discharge the AIDEA, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument except specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Contractor agrees, in connection with the claims which are not released as set forth above, that (s)he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification of the Contracting Officer and relating to the prosecution of claims.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Witness

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

\_\_\_\_\_  
 Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: In the case of a corporation, witnesses are not required, but certificate on reverse Side must be completed by a corporate officer other than the one who signs above.)

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Name Official Title  
of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_  
Name  
who signed said release on behalf of the Contractor was then \_\_\_\_\_  
Official Title  
of said corporation; that said release was duly signed for and in behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IN WITNESS WHEREOF,  
I have set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY  
DOCUMENT 00700**

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

**ARTICLE 1 - DEFINITIONS**

**ARTICLE 2 - AUTHORITIES AND LIMITATIONS**

- 2.1 Authorities and Limitations
- 2.2 Evaluations by Contracting Officer
- 2.3 Means and Methods
- 2.4 Visits to Site

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

- 3.1 Incomplete Contract Documents
- 3.2 Copies of Contract Documents
- 3.3 Scope of Work
- 3.4 Intent of Contract Documents
- 3.5 Discrepancy in Contract Documents
- 3.6 Clarifications and Interpretations
- 3.7 Reuse of Documents

**ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS**

- 4.1 Availability of Lands
- 4.2 Visit to Site/Place of Business
- 4.3 Explorations and Reports
- 4.4 Utilities
- 4.5 Damaged Utilities
- 4.6 Utilities Not Shown or Indicated
- 4.7 Survey Control

**ARTICLE 5 - BONDS AND INSURANCE**

- 5.1 Delivery of Bonds
- 5.2 Bonds
- 5.3 Replacement of Bond and Surety
- 5.4 Insurance Requirements
- 5.5 Indemnification

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

- 6.1 Supervision of Work
- 6.2 Superintendence by CONTRACTOR
- 6.3 Character of Workers
- 6.4 CONTRACTOR to Furnish
- 6.5 Materials and Equipment
- 6.6 Anticipated Schedules
- 6.7 Finalizing Schedules
- 6.8 Adjusting Schedules
- 6.9 Substitutes or "Or-Equal" Items
- 6.10 Substitute Means and Methods
- 6.11 Evaluation of Substitution
- 6.12 Dividing the Work
- 6.13 Subcontractors
- 6.14 Use of Premises
- 6.15 Structural Loading
- 6.16 Record Documents
- 6.17 Safety and Protection
- 6.18 Safety Representative
- 6.19 Emergencies
- 6.20 Shop Drawings and Samples
- 6.21 Shop Drawing and Sample Review
- 6.22 Maintenance during Construction

- 6.23 Continuing the Work
- 6.24 Consent to Assignment
- 6.25 Use of Explosives
- 6.26 CONTRACTOR's Records
- 6.27 Load Restrictions

**ARTICLE 7 - LAWS AND REGULATIONS**

- 7.1 Laws to be observed
- 7.2 Permits, Licenses, and Taxes
- 7.3 Patented Devices, Materials and Processes
- 7.4 Compliance of Specifications and Drawings
- 7.5 Accident Prevention
- 7.6 Sanitary Provisions
- 7.7 Business Registration
- 7.8 Professional Registration and Certification
- 7.9 Local Building Codes
- 7.10 Air Quality Control
- 7.11 Archaeological or Paleontological Discoveries
- 7.12 Applicable Alaska Preferences
- 7.13 Wages and Hours of Labor
- 7.14 Overtime Work Hours and Compensation

**ARTICLE 8 - OTHER WORK**

- 8.1 Related Work at Site
- 8.2 Access, Cutting, and Patching
- 8.3 Defective Work by Others
- 8.4 Coordination

**ARTICLE 9 - CHANGES**

- 9.1 Authority's Right to Change
- 9.2 Authorization of Changes within the General Scope
- 9.3 Directive
- 9.4 Change Order
- 9.5 Shop Drawing Variations
- 9.6 Changes outside the General Scope; Supplemental Agreement
- 9.7 Unauthorized Work
- 9.8 Notification of Surety
- 9.9 Differing Site Conditions
- 9.10 Interim Work Authorization

**ARTICLE 10- CONTRACT PRICE; COMPUTATION AND CHANGE**

- 10.1 Contract Price
- 10.2 Claim for Price Change
- 10.3 Change Order Price Determination
- 10.4 Cost of the Work
- 10.5 Excluded Costs
- 10.6 CONTRACTOR's Fee
- 10.7 Cost Breakdown
- 10.8 Cash Allowances
- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices

<b>ARTICLE</b>	<b>11-</b>	<b>CONTRACT TIME, COMPUTATION AND CHANGE</b>
	11.1	Commencement of Contract Time; Notice to Proceed
	11.2	Starting the Work
	11.3	Computation of Contract Time
	11.4	Time Change
	11.5	Extension Due to Delays
	11.6	Essence of Contract
	11.7	Reasonable Completion Time
	11.8	Delay Damages
<b>ARTICLE</b>	<b>12 -</b>	<b>QUALITY ASSURANCE</b>
	12.1	Warranty and Guaranty
	12.2	Access to Work
	12.3	Tests and Inspections
	12.4	Uncovering Work
	12.5	Authority May Stop the Work
	12.6	Correction or Removal of Defective Work
	12.7	One Year Correction Period
	12.8	Acceptance of Defective Work
	12.9	Authority may Correct Defective Work
<b>ARTICLE</b>	<b>13-</b>	<b>PAYMENTS TO CONTRACTOR AND COMPLETION</b>
	13.1	Schedule of Values
	13.2	Preliminary Payments
	13.3	Application for Progress Payment
	13.4	Review of Applications for Progress Payments
	13.5	Stored Materials and Equipment
	13.6	CONTRACTOR's Warranty of Title
	13.7	Withholding of Payments
	13.8	Retainage
	13.9	Request for Release of funds
	13.10	Substantial Completion
	13.11	Access Following Substantial Completion
	13.12	Final Inspection
	13.13	Final Completion and Application for Payment
	13.14	Final Payment
	13.15	Final Acceptance
	13.16	CONTRACTOR's Continuing Obligation
	13.17	Waiver of Claims by CONTRACTOR
	13.18	No Waiver of Legal Rights
<b>ARTICLE</b>	<b>14-</b>	<b>SUSPENSION OF WORK AND TERMINATION</b>
	14.1	AUTHORITY May Suspend Work
	14.2	Default of Contract
	14.3	Rights or Remedies
	14.4	Convenience Termination
<b>ARTICLE</b>	<b>15-</b>	<b>CLAIMS AND DISPUTES</b>
	15.1	Notification
	15.2	Presenting the Claim
	15.3	Claim Validity, Additional Information & AUTHORITY's Action
	15.4	Contracting Officer's Decision
	15.5	Fraud and Misrepresentation in Making Claims



## ACKNOWLEDGMENT

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

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

### ARTICLE 1 - DEFINITIONS

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

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

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

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

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

**Alaska Industrial Development and Export Authority** - The Mission of the Alaska Industrial Development and Export Authority is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment. Where used in the contract documents, AIDEA and the Authority, shall mean Alaska Industrial Development and Export Authority.

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

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

**Architect** - Where used in the contract documents, "ARCHITECT" shall mean the AUTHORITY'S ENGINEER.

**Architect/Engineer** - Where used in the contract documents, "ARCHITECT/ENGINEER" shall mean the AUTHORITY'S ENGINEER.

**A.S** - Initials which stand for Alaska Statute.

**Award** - The acceptance, by the AUTHORITY, of the successful bid.

**Bid Bond** - A type of Proposal Guaranty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**General Requirements** - Sections of Division I of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through I6.

**Holidays** - Legal Holidays occur on:

- I. New Year's Day - January I
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 II
10. Thanksgiving Day - Fourth Thursday in November
- II. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

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

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

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

**Interim Work Authorization** - A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

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

**Laboratory** - The official testing laboratories of the AUTHORITY or such other laboratories as may be designated by the Engineer or identified in the contract documents.

**Materials** - Any substances specified for use in the construction of the project.

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

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

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

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

**Preconstruction Conference** - A meeting between the CONTRACTOR and the Engineer, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

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

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

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

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

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

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

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

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

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work. Where used in the Contract Documents, "Shop Drawings" shall also mean "Submittals".

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

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

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

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

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

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

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

**Traffic Control Plan (TCP)** - A drawing of one or more specific plans that detail the routing of pedestrian, and/or vehicular traffic through or around a construction area.

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

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

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

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

## **ARTICLE 2 - AUTHORIZATION AND LIMITATIONS**

### **2.1 Authorities and Limitations**

- 2.1.1 The Contracting Officer alone, shall have the power to bind the AUTHORITY and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for them. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the AUTHORITY that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified.
- 2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.1.3 Should the Contracting Officer or their authorized representative designate Consultant(s) to act for the AUTHORITY as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

## **2.2 Evaluations by Contracting Officer:**

2.2.1 The Contracting Officer will decide all questions which may arise as to:

- a. Quality and acceptability of materials furnished;
- b. Quality and acceptability of Work performed;
- c. Compliance with the schedule of progress;
- d. Interpretation of Contract Documents;
- e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.

2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".

When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).

2.2.3 The use of any such term or adjective shall not be effective to assign to the AUTHORITY any duty of authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

## **2.3 Means & Methods:**

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

## **2.4 Visits to Site/Place of Business:**

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract.

Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from their duty to perform the Work in accordance with the Contract Documents.

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

### **3.1 Incomplete Contract Documents:**

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

### **3.2 Copies of Contract Documents:**

The AUTHORITY shall furnish to the CONTRACTOR up to ten copies of the Contract Documents.

Additional copies will be furnished, upon request, at the cost of reproduction.

### **3.3 Scope of Work:**

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

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

### **3.4 Intent of Contract Documents:**

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

### **3.5 Discrepancy in Contract Documents:**

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

### 3.5.2 Discrepancy - Order of Precedence:

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

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

### 3.6 Clarifications and Interpretations:

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

### 3.7 Reuse of Documents:

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

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

## ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

### 4.1 Availability of Lands:

The AUTHORITY shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the AUTHORITY, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The CONTRACTOR shall provide all waste and disposal areas, including disposal areas for hazardous or contaminated materials, at no additional cost to the AUTHORITY.

### 4.2 Visit to Site:

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



### **4.3 Explorations and Reports:**

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the AUTHORITY in preparation of the Contract Documents. The CONTRACTOR may for their purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

### **4.4 Utilities:**

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

4.4.2 The CONTRACTOR shall have full responsibility for:

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

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

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

### **4.5 Damaged Utilities:**

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

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

#### **4.6 Utilities Not Shown or Indicated:**

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

#### **4.7 Survey Control:**

The AUTHORITY will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes shall be provided to the AUTHORITY at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at their discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes.

### **ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION**

#### **5.1 Delivery of Bonds:**

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

#### **5.2 Bonds:**

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

#### **5.3 Replacement of Bond and Surety:**

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the AUTHORITY, or if any such Surety fails to furnish reports as to their financial condition as requested by the AUTHORITY, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to the Authority.

An individual Surety may be replaced by a corporate Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the AUTHORITY may, at its option, accept substitute collateral.

## 5.4 Insurance Requirements:

- 5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the AUTHORITY covering injury to persons and/or property suffered by the Authority, State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the AUTHORITY of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.
- 5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of the work under this agreement the following policies and minimum limits of liability. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.
- a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include:
1. Waiver of subrogation against the Authority, State and Employer's Liability Protection in the amount of \$500,000 each accident/\$500,000 each disease.
  2. If the Contractor directly utilizes labor outside of the Authority and State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
  3. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.
- b. Comprehensive or Commercial General Liability Insurance: Such insurance shall cover all operations by or on behalf of the CONTRACTOR and provide insurance for bodily injury and property damage liability including coverage for: premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 5.5, Indemnification; broad form property damage; and personal injury liability.

The minimum limits of liability shall be:

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

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

The Alaska Industrial Development and Export Authority shall be named as an "Additional Insured" under all liability coverages listed above.

c. Automobile Liability Insurance:

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

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

d. Builder's Risk Insurance:

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

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

e. Other Coverages:

As specified in the Supplementary Conditions.

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

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

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

## 5.5 Indemnification:

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

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

### **6.1 Supervision of Work:**

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

### **6.2 Superintendence by CONTRACTOR:**

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

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

### **6.3 Character of Workers:**

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

### **6.4 CONTRACTOR to Furnish:**

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

### **6.5 Materials and Equipment:**

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

### **6.6 Anticipated Schedules:**

- 6.6.1 Within fourteen (14) calendar days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work. No individual stage of work shall exceed fourteen (14) calendar days.
- 6.6.2 Within twenty one (21) days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated schedule of Shop Drawing submissions

- 6.6.3 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit for review and approval:

Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

### **6.7 Finalizing Schedules:**

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

### **6.8 Adjusting Schedules:**

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

### **6.9 Substitutes or "Or-Equal" Items:**

- 6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.
- 6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.
- 6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the AUTHORITY for Work on the Project) to adapt the design to the proposed

substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the AUTHORITY in evaluating the proposed substitute. The AUTHORITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the AUTHORITY.

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

#### **6.10 Substitute Means and Methods:**

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

#### **6.11 Evaluation of Substitution:**

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

#### **6.12 Dividing the Work:**

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

#### **6.13 Subcontractors:**

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

6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor, which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract. All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the AUTHORITY to reject Defective Work.

- 6.13.2 The CONTRACTOR shall be fully responsible to the AUTHORITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- 6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the AUTHORITY and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.
- 6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the AUTHORITY and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the AUTHORITY to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The AUTHORITY will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.
- 6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.
- 6.13.6 The CONTRACTOR shall include on their own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

**6.14 Use of Premises:**

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

**6.15 Structural Loading:**

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

**6.16 Record Documents:**

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



### **6.17 Safety and Protection:**

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

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

The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

### **6.18 Safety Representative:**

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

### **6.19 Emergencies:**

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

### **6.20 Shop Drawings and Samples:**

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria,

- materials and similar data to enable the Contracting Officer to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and Approval of each such variation. All variations of the proposed Shop Drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by the AUTHORITY in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or Contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the AUTHORITY of their intent. The AUTHORITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of the AUTHORITY.

## **6.21 Shop Drawing and Sample Review:**

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

prior to the Contracting Officer's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

**6.22 Maintenance during Construction:**

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

**6.23 Continuing the Work:**

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

**6.24 Consent to Assignment:**

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

**6.25 Use of Explosives:**

6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.

6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided no closer than 1,000 feet from any building, camping area, or place of human occupancy.

6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of their intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

**6.26 CONTRACTOR's Records:**

6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.

6.26.2 Payroll records must contain the name and address of each employee, their correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.

6.26.3 Records of all communications between the AUTHORITY and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the

CONTRACTOR and maintained for a period of three years from Final Acceptance. The AUTHORITY or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

#### 6.27 Load Restrictions

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

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

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

### **ARTICLE 7 - LAWS AND REGULATIONS**

#### **7.1 Laws to be observed**

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

#### **7.2 Permits, Licenses, and Taxes**

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all federal, state and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the AUTHORITY under this Contract.
- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the *Release of Contract*) will be verified with the AUTHORITY of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

#### **7.3 Patented Devices, Materials and Processes**

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the AUTHORITY, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the AUTHORITY for any costs, expenses, and damages

which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

#### **7.4 Compliance of Specifications and Drawings:**

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

#### **7.5 Accident Prevention:**

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

#### **7.6 Sanitary Provisions:**

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

#### **7.7 Business Registration:**

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

#### **7.8 Professional Registration and Certification:**

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

#### **7.9 Local Building Codes:**

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

#### **7.10 Air Quality Control:**

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

#### **7.11 Archaeological or Paleontological Discoveries:**

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be

performed at the site until so directed. Should the Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra Work, such shall be covered by an appropriate Contract change document.

#### **7.12 Applicable Alaska Preferences:**

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

#### **7.13 Wages and Hours of Labor:**

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

federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR's certified payrolls. Regardless of project funding source, copies of all certified payrolls supplied to the State Department of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors.

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

- a. The CONTRACTOR and their Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
- d. the AUTHORITY shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
  1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
  2. the rates of wages in fact received by laborers, mechanics or field surveyors.

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

#### **7.14 Overtime Work Hours and Compensation:**

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

### **ARTICLE 8 - OTHER WORK**

#### **8.1 Related Work at Site:**

- 8.1.1 The AUTHORITY reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct their Work so as not to interfere with or hinder the work being performed by other contractors.

The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join their Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

- 8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the AUTHORITY from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

## **8.2 Access, Cutting, and Patching:**

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

## **8.3 Defective Work by Others:**

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

## **8.4 Coordination:**

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

# **ARTICLE 9 - CHANGES**

## **9.1 AUTHORITY's Right to Change**

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

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;



- 9.1.3 In State-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

## **9.2 Authorization of Changes within the General Scope.**

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

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

## **9.3 Directive**

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.19).
- 9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.
- 9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the work basis" as provided in 10.4

## **9.4 Change Order**

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11. A Change Order shall be considered executed when it is signed by the AUTHORITY.

## **9.5 Shop Drawing Variations**

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

## **9.6 Changes outside the General Scope; Supplemental Agreement**

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

## **9.7 Unauthorized Work:**

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

## **9.8 Notification of Surety:**

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable bond will be adjusted accordingly.

## **9.9 Differing Site Conditions:**

9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an adjustment shall be made and the Contract modified in writing accordingly. An adjustment in compensation shall be computed under Article 10.

9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

## **9.10 Interim Work Authorization**

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

price for the Change Order.

## **ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE**

### **10.1 Contract Price:**

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

### **10.2 Claim for Price Change:**

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

### **10.3 Change Order Price Determination:**

10.3.1 Before a Change Order or Supplemental Agreement is approved, the CONTRACTOR shall submit cost or pricing data regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to their best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

### **10.4 Cost of the Work:**

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

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the AUTHORITY and the CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the AUTHORITY.
- 10.4.2 Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the AUTHORITY deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the AUTHORITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the AUTHORITY, and the CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the AUTHORITY, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the AUTHORITY who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the work" plus a fee, the Subcontractor' "cost of the work" shall be determined in the same manner as the

CONTRACTOR's "cost of work" as described in paragraphs 10.4 through 10.5; and the Subcontractor's fee shall be established as provided for under subparagraph 10.6.2 clause b. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.

10.4.5 Supplemental costs including the following:

- a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements Approved by the AUTHORITY and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

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

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

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

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

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

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

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

Equipment which must be rented or leased specifically for work required under this section shall be authorized in writing by the Project Manager. The CONTRACTOR shall be paid invoice price plus 15%.

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

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

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

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

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

- d. Sales, consumer, use or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the AUTHORITY. No such losses, damages and expenses shall be included in the "cost of the work" for the purpose of determining the CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the AUTHORITY in accordance with Article 5.

## **10.5 Excluded Costs:**

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

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

## **10.6 CONTRACTOR's Fee:**

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

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

## **10.7 Cost Breakdown:**

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

## **10.8 Cash Allowances:**

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

- 10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
- 10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

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

## **10.9 Unit Price Work:**

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

percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally bid for the item.

#### **10.10 Determinations for Unit Prices:**

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

### **ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE**

#### **11.1 Commencement of Contract Time; Notice to Proceed:**

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

#### **11.2 Starting the Work:**

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

#### **11.3 Computation of Contract Time:**

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

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

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

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

#### **11.4 Time Change:**

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

#### **11.5 Extension Due to Delays:**

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the AUTHORITY in its contractual capacity, acts of another contractor in the performance of a contract with the AUTHORITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences



above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

#### **11.6 Essence of Contract:**

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

#### **11.7 Reasonable Completion Time:**

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

#### **11.8 Delay Damages:**

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

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

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

### **ARTICLE 12 - QUALITY ASSURANCE**

#### **12.1 Warranty and Guaranty:**

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

#### **12.2 Access to Work:**

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

#### **12.3 Tests and Inspections:**

12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for

all required inspections, tests or Approvals.

- 12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with AUTHORITY's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The AUTHORITY may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.
- 12.3.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.
- 12.3.5 Neither observations nor inspections, tests or Approvals by the AUTHORITY or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

#### **12.4 Uncovering Work:**

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

#### **12.5 AUTHORITY May Stop the Work:**

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

#### **12.6 Correction or Removal of Defective Work:**

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the

requirements of the Contract Documents. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### **12.7 One Year Correction Period:**

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

#### **12.8 Acceptance of Defective Work:**

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

#### **12.9 AUTHORITY May Correct Defective Work:**

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

CONTRACTOR shall not be allowed an extension of time because of any delay in performance of the work attributable to the exercise, by the Contracting Officer, of the AUTHORITY's rights and remedies hereunder.

## **ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### **13.1 Schedule of Values:**

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

### **13.2 Preliminary Payments:**

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

### **13.3 Application for Progress Payment:**

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis.

### **13.4 Review of Applications for Progress Payment:**

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

### **13.5 Stored Materials and Equipment:**

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the AUTHORITY has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the AUTHORITY's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

### **13.6 CONTRACTOR's Warranty of Title:**

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the AUTHORITY no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

### **13.7 Withholding of Payments:**

The AUTHORITY may withhold or refuse payment for any of the reasons listed below provided it

gives written notice of its intent to withhold and of the basis for withholding:

- 13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.
- 13.7.2 The Contract Price has been reduced by Change Order,
- 13.7.3 The AUTHORITY has been required to correct Defective Work or complete Work in accordance with paragraph I2.9.
- 13.7.4 The AUTHORITY's actual knowledge of the occurrence of any of the events enumerated in paragraphs I4.2.1.a through I4.2.1.k inclusive.
- 13.7.5 Claims have been made against the AUTHORITY or against the funds held by the AUTHORITY on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the AUTHORITY to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
- 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of their obligations under any provision of this Contract.

**13.8 Retainage:**

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

**13.9 Request for Release of Funds:**

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

**13.10 Substantial Completion:**

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the AUTHORITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion.

If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

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

**13.11 Access Following Substantial Completion:**

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

**13.12 Final Inspection:**

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

**13.13 Final Completion and Application for Payment:**

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

**13.14 Final Payment:**

13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the AUTHORITY will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.

13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the AUTHORITY for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.I, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the AUTHORITY with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**13.15 Final Acceptance:**

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

### **13.16 CONTRACTOR's Continuing Obligation:**

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

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

### **13.17 Waiver of Claims by CONTRACTOR:**

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

### **13.18 No Waiver of Legal Rights:**

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

## **ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION**

### **14.1 AUTHORITY May Suspend Work:**

14.1.1 The AUTHORITY may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefor as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.

14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or Approved remote storage sites.

### **14.2 Default of Contract:**

14.2.1 The Contracting Officer may give the CONTRACTOR and its surety a written Notice to Cure

Default if the CONTRACTOR:

- a. fails to begin work in the time specified,
- b. fails to use sufficient resources to assure prompt completion of the work,
- c. performs the work unsuitably or neglects or refuses to remove and replace rejected materials or work,
- d. stops work,
- e. fails to resume stopped work after receiving notice to do so,
- f. becomes insolvent (except that if the CONTRACTOR declares bankruptcy, termination will be under Title 11 US Code 362 and/or 365. The CONTRACTOR'S bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the work in a timely manner.
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements of any public body having jurisdiction, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. fails to comply with Contract minimum wage payments or civil rights requirements, or
- l. is a party to fraud, deception, misrepresentation , or
- m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.

14.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the AUTHORITY to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the AUTHORITY. The AUTHORITY will provide the CONTRACTOR or its surety with a written Notice of Default Termination that details the default and the failure to cure it.

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

14.2.4 The Contracting Officer may, by written notice to the CONTRACTOR and its Surety or its representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at its option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the AUTHORITY for approval prior to beginning completion of the



Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the Contract Documents.

- 14.2.5 After the notice of termination is issued, the AUTHORITY may take over the work and complete it by contract or otherwise and may take possession of and use materials, appliances, equipment or plant on the work site necessary for completing the work.
- 14.2.6 Rather than taking over the work itself, the AUTHORITY may transfer the obligation to perform the work from the CONTRACTOR to its surety. The surety must submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the AUTHORITY for approval prior to beginning work. The surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply.
- 14.2.7 On receipt of the transfer notice, the surety must take possession of all materials, tools, and appliances at the work site, employ an appropriate work force, and complete the Contract work, as specified. The Contract specifications and requirements shall remain in effect. However the AUTHORITY will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. The CONTRACTOR shall forfeit any right to claim for the same work or any part thereof. The CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract.
- 14.2.8 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.9 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the AUTHORITY in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other re-procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the AUTHORITY and any amounts due to persons for whose benefit the AUTHORITY has withheld funds, such excess shall be paid by the AUTHORITY to the CONTRACTOR. If the damages, costs, and expenses due the AUTHORITY exceed the unpaid balance, the CONTRACTOR and its Surety shall pay the difference.
- 14.2.10 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

#### **14.3 Rights or Remedies:**

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

#### **14.4 Convenience Termination:**

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

the convenience of the AUTHORITY the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

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

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

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

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

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

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

CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.

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

existing or which may thereafter accrue because of such default. Any retention or payment of monies by the AUTHORITY due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or its Surety from liability.

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

## **ARTICLE 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES**

### **15.1 Notification**

- 15.1.1 The CONTRACTOR shall notify the AUTHORITY in writing as soon as the CONTRACTOR becomes aware of any act or occurrence, which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The AUTHORITY has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the CONTRACTOR has notified the AUTHORITY in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.
- 15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which Contractor based their extension request, provide the AUTHORITY with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The AUTHORITY will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules under **Section 01310**.
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit Intent to Claim, in writing, to the AUTHORITY within the next 14 days.
- 15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The CONTRACTOR shall provide the AUTHORITY access to any such records and furnish the AUTHORITY copies, if requested. Equipment costs must be based on the CONTRACTOR's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the AUTHORITY for additional time, compensation or both, the CONTRACTOR must prove actual damages based on internal

costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the AUTHORITY.

- 15.1.5 If the claim or dispute is not resolved by the AUTHORITY, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledgment of the receipt of the Claim.
- 15.1.6 The CONTRACTOR waives any right to claim if the AUTHORITY was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs, or if the Claim is not filed on the date required.

## **15.2 Presenting the Claim**

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

## **15.3 Claim Validity, Additional Information, and AUTHORITY's Action**

- 15.3.1 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.
- 15.3.2 The AUTHORITY can make written request to the CONTRACTOR at any time for additional information relative to the Claim. The CONTRACTOR shall provide the AUTHORITY the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may be regarded as a waiver of the Claim.

## **15.4 Contracting Officer's Decision**

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

## **15.5 Fraud and Misrepresentation in Making Claims**

Criminal and Civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the CONTRACTOR if the CONTRACTOR makes or uses a misrepresentation in support of a claim or defraud or attempt to defraud the AUTHORITY at any stage of prosecuting a claim under this Contract.

SECTION 00800  
SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the General Conditions and any other referenced Contract provisions. Where any portion of the General Conditions is modified by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, of Clause shall remain in effect.

**SC 1 Project Schedule**

Invitation to Bid	August 20, 2015
Pre-bid meeting	September 2, 2015 2:00 p.m. Birch Room
Bid Opening	September 22, 2015 2:20 p.m. Willow Room
Notice of Intent to Award on or about	September 29, 2015
Contract Award	10-days after intent to award letter

Substantially Completed by December 31, 2015 with Final Completion by January 15, 2016.

**SC 2 Working Hours**

Contractor will not permit the performance of Work before 7-am or after 7-pm without the Owner's written consent.

**SC 3 Liquidated Damages**

Liquidated Damages shall not be applicable to this project.

**SC 4 Wages and Compensation**

The Contractor is responsible to abide by all State wage requirements. The following links are given for reference only, Contractor to verify current status of any potential updates or modifications.

State of Alaska, Laborers' & Mechanics' Minimum Rates of Pay:

<http://www.labor.state.ak.us/lss/pamp600.htm>

**Pamphlet 600** - Effective on or about September 1, 2015

**SC 5 Award**

An award shall be made to the low, responsive and responsible bidder in the aggregate, total base bid. All bids shall be in U.S. dollars.

**SC 6 Offer Period**

Bids must remain valid for a period of 30-days unless otherwise specified in the Bid Schedule.

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Division	Section Title	Pages
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**SPECIFICATIONS GROUP**

*General Requirements Subgroup*

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## SECTION 010100 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Work Covered by Contract Documents
- B. Contract Method
- C. Work by Others
- D. Work Plans, Access to Facility, Individual Work Areas
- E. Contractor's Use of Premises
- F. Coordination
- G. Access for Testing and Inspection

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Provisions for use of site. Relations of Contractor- Subcontractors.
- B. Document 00800 - Supplementary Conditions Modifications to General Conditions (Document 00700) for this bid.

#### 1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work under this unit price lump sum Contract comprises demolition of a building, utility disconnects, and providing two parking lot lights at 825 West Northern Lights Boulevard.

#### 1.04 DESCRIPTION OF BID ITEMS

- A. Bid Item #1: Mobilization and Demobilization

1. The unit price for Mobilization/Demobilization shall include but not limited to the following principal items performed or established in accordance with the Contract Documents:

- a. Pre-construction and post-construction costs of obtaining all required bonds, insurance, and permits, and other costs Contractor must incur before beginning the Work. The Municipality has reviewed the demolition and electrical drawings and has permits ready for the Contractor to pick up. The Contractor shall pay the permit fees and pick up the demolition permit (C15-1660) and the electrical permit.
- b. Transportation of all materials, supplies, equipment and personnel to and from the jobsite.
- c. Erecting and maintaining all temporary structures, storage yards, erosion control measures, and other construction facilities, and for Work required to

remove said temporary facilities and perform cleanup of the project area in accordance with the contract specifications and drawings.

d. Posting all OSHA-required notices and establishing safety programs. e.

Submittal of required Project Schedules.

2. Mobilization/Demobilization costs for all subcontracted work shall be considered to be included.

3. Items which are not to be included in this item include but are not limited to:

a. Any portion of the Work covered by a specific Bid item or incidental work which is to be included in a Bid item or items.

B. Bid Item #2: Demolition

1. The unit price for this bid item shall include all labor, materials, equipment and incidentals required for building demolition per the Contract Documents:

a. Disconnection/decommissioning of all utilities.

b. Temporary Fencing around perimeter of Contractor work area. c. Removal/mitigation of hazardous materials.

d. Demolition of the building and pylon signage.

e. Infill of void from building demolition with none frost susceptible material, flush with surrounding pavement and sloped to drain.

f. Repair of any damaged pavement outside of building perimeter.

C. Bid Item #3: Lighting

1. The unit price for this bid item shall include all labor, materials, equipment and incidentals required for exterior lighting.

1.05 CONTRACT METHOD

A. This is a Lump Sum Contract.

1.06 WORK BY OTHERS

A. Other projects may run concurrently with the work. Cooperate with other contractors, force account construction crews and superintendents, agencies and the AUTHORITY to minimize conflicts.

B. Notify the Authority immediately if conflicts will interfere with the progress of the work.

## 1.07 CONTRACTOR'S USE OF PREMISES

- A. Coordinate staging area with Owner prior to placing equipment or supplies at the project site. Do not disturb areas outside of project boundaries.
- B. Hours of Operation: 7a.m. – 7 p.m.
- C. Do not disrupt access to adjacent areas unaffected by the Work. Keep driveways and entrances serving premises clear and available for use at all times. Cooperate with Owner and the Authority during construction operations to minimize conflicts and facilitate Owner operations.
- D. Assume full responsibility for protection and safekeeping of products under this Contract
- E. Assume full responsibility for the protection of existing facilities and contents, from damage due to construction operations.

## 1.08 COORDINATION

- A. Coordinate Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B. Sequence Work to maximize worker efficiency and minimize construction time.
- C. Prior to procurement verify that characteristics of interrelated equipment are compatible.
- D. Coordinate space requirements and installation of components. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

## 1.09 ACCESS FOR TESTING AND INSPECTION

- A. Provide access for AUTHORITY to the site. Provide eye and ear protection, hard hats, appropriate and clean respiratory protection, etc., for inspections and testing of the work.

PART 2 – PRODUCTS - Not Used

Part 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 010200 - INTENT OF DOCUMENTS

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

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

#### 1.02 RELATED REQUIREMENTS Document

00700 - General Conditions

#### 1.03 SPECIFICATION FORMAT AND COMPOSITION

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

#### 1.04 DRAWINGS: CONTENT EXPLANATION

- A. Drawings, Dimensions and Measurements.
  - 1. Contract Documents do not purport to describe in detail, absolute and complete construction information. Drawings are diagrammatic. CONTRACTOR shall provide verification of actual site conditions and shall provide complete and operational systems as specified when drawings do not provide full detail.

## 1.05 COMMON TERMINOLOGY

A. Certain items used generally throughout the Specifications and Drawings are used as follows:

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

## 1.06 CONFLICTS

A. Report any conflicts to Authority for clarification.

PART 2 – PRODUCTS -Not Used

Part 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 010270 - APPLICATIONS FOR PAYMENT

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

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

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Article 13, Progress Payments, and Final Payment.
- B. Document 00800 Supplementary Conditions.
- C. Section 013000 - Submittals: Submittal procedures. D.  
Section 013700 - Schedule of Values.
- E. Section 017010 - Contract Closeout Procedures: Final Payment. F.  
Section 017200 – Project Record Documents.

#### 1.03 FORMAT

- A. Application for Payment form as provided by the AUTHORITY or Contractor's Form containing same information.

#### 1.04 PREPARATION OF APPLICATIONS

- A. Type required information on Application for Payment form approved by AUTHORITY.
- B. Execute certification by original signature of authorized officer upon each copy of the Application for Payment.
- C. Submit names of individuals authorized to be responsible for information submitted on applications for payment.
- D. Indicate breakdown of costs for each item of the Work on accepted schedule of values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
- E. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- F. Prepare Application for Final Payment as specified in Section 017010.

1.05 SUBMITTAL PROCEDURES

- A. Submit three copies of each Application for Payment at times stipulated in Contract. B. Submit under AUTHORITY accepted transmittal letter. See Section 013700 Schedule of Values. Identify contract by AUTHORITY contract number.

1.06 SUBSTANTIATING DATA

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

1.07 SUBMITTALS WITH APPLICATION FOR PAYMENT

- A. Submit the following with each Application for Payment.
1. Updated construction schedule as required by Section 013000 Submittals.
  2. Updated Schedule of Values as required by Section 013700 Schedule of Values.
  3. A minimum of 6 electronic photos showing progress for the pay period. Each photo shall be labeled identifying the subject matter and date.
  4. Evidence of transmittal of certified payrolls.
  5. A copy of all survey field notes and evidence that the Project Record Documents are current and in required condition.

PART 2 – PRODUCTS - Not Used

Part 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 010280 - CHANGE ORDER PROCEDURES

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Procedures for processing Change Orders.

#### 1.02 RELATED REQUIREMENTS

- A. Bid Schedule: Total amount bid for lump sum items
- B. Construction Contract: Total amount of Contract Price, as awarded
- C. Document 00700-General Conditions: Article 9, Governing requirements for changes in the Work, in Contract Price, and Contract Time.
- D. Document 00800 - Supplementary Conditions: Modifications to Document 00700 - General Conditions.
- E. Section 010270 - Applications for Payment.
- F. Section 013000 - Submittals: Progress Schedules. G.  
Section 013700 - Schedule of Values.
- H. Section 017000 – Contract Closeout: Project Record Documents.

#### 1.03 SUBMITTALS

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

#### 1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

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



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

#### 1.05 PRELIMINARY PROCEDURES

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

#### 1.06 CONSTRUCTION CHANGE AUTHORIZATION

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

#### 1.07 LUMP SUM CHANGE ORDER

- A. CONTRACTOR shall submit an itemized price proposal in sufficient detail to fully explain the basis for the proposal. CONTRACTOR and AUTHORITY shall then negotiate an equitable price (and time adjustment if appropriate) in good faith. The Change Order will reflect the results of those negotiations. If negotiations break down, CONTRACTOR may be directed to perform the subject Work under a COST OF THE WORK CHANGE ORDER.
- B. The maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be in accordance with Article 10- Contract Price, Computation and Change: in Document 00700 – General Conditions
- C. These terms shall also apply to the proposals of subcontracts and allowances.

1.08 UNIT PRICE CHANGE ORDER

- A. For pre-determined Unit Prices and quantities, Change Order will be executed on a lump sum basis.
- B. For pre-determined Unit Prices and undetermined quantities, Change Order will be executed on an estimated quantity basis; payment will be based on actual quantities measured as specified.

1.09 COST OF THE WORK CHANGE ORDER

- A. CONTRACTOR shall submit documentation required in Paragraph 1.04 of this Section on a daily basis for certification by the Authority. The Authority will indicate by signature that the submitted documentation is acceptable. If it is not acceptable, CONTRACTOR and AUTHORITY shall immediately meet to discuss resolution.
- B. After completion of the change and within 14 Calendar Days, unless extended by the AUTHORITY, the CONTRACTOR shall submit in final form an itemized account with support data of all costs. Support data shall have been certified by the Authority, as required above in paragraph A.
- C. AUTHORITY will determine the change allowable in Contract Price and Contract Time as provided in provisions of the Contract Documents.

1.10 EXECUTION OF CHANGE ORDERS

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

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

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

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 010900 - REFERENCE STANDARDS

### PART 1 – GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Quality assurance.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00 70 00 - General Conditions: Paragraph 3.4.2.

#### 1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, unless otherwise stated in the Contract Documents.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding. Local code requirements, where more stringent than referenced standards, shall govern.
- F. Neither the contractual relationship, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

### PART 2 – PRODUCTS - Not Used

### PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 011260 - CONTRACTOR'S CERTIFICATION OF SUBCONTRACT

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

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

#### 1.02 RELATED REQUIREMENTS

- A. Document 001000 – Information to Bidders, Requirements of Apparent Low Bidder.
- B. Document 00430 – Subcontractor List
- C. Document 00700 – General Conditions: Paragraph 6.13.1, Subcontractor Certification and Approval.
- D. Section 013000 - Submittals: Procedures (in general).

#### 1.03 PREPARATION

- A. Certification Forms: Use forms provided by AUTHORITY.
- B. CONTRACTOR to prepare certification form and submit to the AUTHORITY prior to the start of work. Multiple subcontracts may be included under a single submittal. Where required, attach additional information (cross-referenced to the appropriate subcontract) to the certification form.
- C. Substitute certification forms will not be considered.

#### 1.04 SUBMITTAL OF CERTIFICATION

- A. CONTRACTOR shall submit the initial and all subsequent certification forms in accordance with the submittal requirements identified under paragraph 1.02 D of this Section.

#### 1.05 CONSIDERATION OF CERTIFICATION

- A. Following receipt of submittal and within a reasonable period of time AUTHORITY shall review for each of the following:
  - 1. Completeness of forms and attachments.
  - 2. Proper execution (signatures) of forms and attachments.
- B. Submittals which are not complete or not properly executed will be returned to the CONTRACTOR under a transmittal letter denoting the deficiencies found. CONTRACTOR shall correct and resubmit per paragraph 1.04 of this Section.

1. Subcontractors will be required to leave the project site until properly executed subcontract is in place.
2. Payment will not be made for work performed by a non-certified subcontractor.

1.06 ACKNOWLEDGMENT OF CERTIFICATION

- A. Submittals which have been examined by the AUTHORITY and are determined to be complete and properly executed shall be acknowledged as such by the Authority's signature on the face of each certification form.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 012000 - PROJECT MEETINGS

### PART 1 – GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. CONTRACTOR participation in preconstruction conferences.
- B. CONTRACTOR administration of progress meetings and pre-installation conferences.

#### 1.02 RELATED REQUIREMENTS

- A. Section 010101 – Summary of Work: Coordination of Work. B.  
Section 013000 - Submittals: Progress Schedules.
- C. Section 01340 - Shop Drawings, Product Data, and Samples. D.  
Section 014000 - Quality Control.
- E. Section 017000 - Contract Closeout: Project record documents.
- F. Section 017000- Contract Closeout: Operation and maintenance data.

#### 1.03 PRECONSTRUCTION CONFERENCES.

- A. AUTHORITY will administer preconstruction conference (at the AUTHORITY office located in Anchorage) for execution of Contract and exchange of preliminary submittals.
- B. AUTHORITY will administer site mobilization conference at Project site for clarification of CONTRACTOR responsibilities in use of site and for review of administrative procedures.

#### 1.04 PROGRESS MEETINGS

- A. CONTRACTOR shall schedule and administer weekly Project meetings throughout progress of the work (unless this requirement is waived by Authority).
- B. Attendance: Job superintendent, major Subcontractors and Suppliers; AUTHORITY and Engineers as appropriate to agenda topics for each meeting.
- C. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

- D. Owner will be responsible for producing meeting minutes. There will be a 7 day response period from the date the minutes are published.

1.05 PREINSTALLATION CONFERENCES

- A. When required in individual Specification section, or directed by the AUTHORITY Convene a pre-installation conference prior to commencing Work of the section.
- B. Require attendance of entities directly affecting, or affected by, Work of the section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related Work.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 01300 – SUBMITTALS

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Procedures.
- B. Construction Progress Schedules. C.  
Manufacturer's Instructions.
- D. Manufacturer's Certificates.

#### 1.02 RELATED REQUIREMENTS

- A. Section 010100 - Summary of Work: Work sequence.
- B. Section 010270 - Applications for Payment: Submittal of Applications.
- C. Section 013400 - Shop Drawings, Product Data, Samples: Submittal requirements. D.  
Section 013700 - Schedule of Values: Submittal of Schedule of Values.
- E. Section 014000 - Quality Control: Manufacturers' field service reports. F.  
Section 014000 - Quality Control: Testing reports.
- G. Section 016000 – Material and Equipment: Contractor's list of Products.
- H. Section 017000 - Contract Closeout: Project Record Documents, Warranties and Bonds: Closeout submittals.
- I. Section 017010 - Contract Closeout Procedures: Closeout submittals.

#### 1.03 PROCEDURES

- A. Deliver submittals to AUTHORITY as directed.
- B. Contractor to review and approve submittals before transmitting to Engineer.
- C. Transmit each item under AUTHORITY - accepted form. Identify Project, CONTRACTOR, Subcontractor, Major Supplier, identify pertinent Drawing sheet and detail number, and Specification section number, as appropriate. Identify deviations from Contract Documents by submitting an AUTHORITY supplied Substitution Request Form. Provide a minimum of 8 1/2" x 5 1/2" blank space on the front page for CONTRACTOR, and Engineer review stamps.
- D. Submit initial progress schedules and Schedule of Values in five copies in accordance with Document 00700 - General Conditions. Form and content shall be



reviewed by the AUTHORITY. After review by AUTHORITY revise and resubmit as required. Submit subsequent updated schedules with each Application for Payment.

- E. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- F. After AUTHORITY review of submittal, revise and resubmit as required, identifying changes made since previous submittal. Provide total number of submittals as required for the first submission; if 6 are required and 4 were returned for revisions, submit 6 again. The AUTHORITY and Engineers will not return the first or revised copies of rejected submittals for re-use. DO NOT submit partial copies of submittals for incorporation into rejected submittal packages which have been kept by the AUTHORITY and/or Engineers. Provide COMPLETE copies for each review.
- G. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- H. If drawings, product submittals, samples, mock-ups, or other required submittals are incomplete or not properly submitted, the AUTHORITY will not review the submittal and will immediately return submittal to CONTRACTOR. AUTHORITY will review a submittal no more than three times (incomplete or improper submittals count as one). CONTRACTOR shall pay all review costs associated with more than three reviews, unless a resubmittal is required due to new comments addressing previously submitted information.

#### 1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit horizontal bar Gantt chart. Schedule shall show:
  - 1. Separate bar for each major trade or operation, identifying the duration of each activity and precedent activities.
  - 2. Complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Show each work plan and separate work area as a separate activity or group of activities.
  - 3. Submittal dates for Shop Drawings, product data, and samples, and product delivery dates, including any furnished by AUTHORITY and those under allowances.
  - 4. All required submittals and indicating the date for each required submittal.
  - 5. Show projected percentages of completion for each item of Work and submittal as of time of each Application for Progress Payment.

1.05 SCHEDULE OF VALUES

- A. Submit in accordance with Section 013700 - Schedule of Values.

1.06 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Submit in accordance with Section 013400 - Shop Drawings, Product Data and Samples.
- B. Submit signed and sealed engineering design calculations performed by a Professional Engineer licensed in the State of Alaska where the Contractor is responsible for design as required in the Contract Documents.

1.07 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.

1.08 QUALITY CONTROL DATA

- A. Submit in accordance with Section 014000 Quality Control, and individual specification sections.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 013400 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Procedures for submittals.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Definitions, and basic responsibilities of entities.
- B. Section 010100 - Summary of Work: Coordination of work and submittals.
- C. Section 013000 - Submittals: Schedules for submittals and submittal procedures. D.  
Section 014000 - Quality Control: Mockups, and samples for testing.
- E. Section 017000 - Contract Closeout: Project Record Documents.

#### 1.03 SHOP DRAWINGS

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

#### 1.04 PRODUCT DATA

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

#### 1.05 SAMPLES

- A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for AUTHORITY's selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.

- C. Approved samples which may be used in the Work are indicated in the Specification section.
- D. Label each sample with identification required for transmittal letter. E.

Provide field samples of finishes at Project, at location acceptable to AUTHORITY, as required by individual Specification section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed Work.

#### 1.06 MANUFACTURER'S INSTRUCTIONS

- A. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, balancing, and finishing under provisions of Section 014000 Quality Control.

#### 1.07 CONTRACTOR REVIEW

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

#### 1.08 SUBMITTAL REQUIREMENTS

- A. Each submittal to be numbered by Specification Section and Paragraph. Revisions shall be identified by a hyphen after the paragraph, with a letter designator. Example: 1st submittal "010100 1.08A", 2nd submittal 010100 1.08A - A".
- B. Transmit submittals in accordance with the required submittal schedule and in such sequence to avoid delay in the Work.
- C. Provide 8 1/2" x 5 1/2" blank space on each submittal for CONTRACTOR and Engineer stamps.
- D. Apply CONTRACTOR'S stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- E. Coordinate submittals into logical groupings to facilitate interrelation of the items. F.

Submit number of opaque reproductions of shop drawings CONTRACTOR requires, plus four which will be retained by AUTHORITY.

- G. Submit number of copies of product data and manufacturer's instructions CONTRACTOR requires, plus four copies which will be retained by AUTHORITY.
- H. Submit number of samples specified in individual Specifications sections.
- I. Submit under AUTHORITY accepted transmittal form letter. Identify Project by title and AUTHORITY Project number; identify Contract by AUTHORITY contract number. Identify Work and product by Specification section and Article number.
- J. Each submittal shall have as its face document a completed AUTHORITY furnished Submittal Summary form.

#### 1.09 RESUBMITTALS

- A. After AUTHORITY review of submittal, revise and resubmit as required, identifying changes made since previous submittal. Provide total number of submittals as required for the first submission, if 6 are required and 4 were returned for revisions, submit 6 again. The AUTHORITY and Engineers will not return the first or revised copies of rejected submittals for re-use. DO NOT submit partial copies of submittals for incorporation into rejected submittal packages which have been kept by the AUTHORITY and/or Engineers. Provide COMPLETE copies for each review.

#### 1.10 AUTHORITY REVIEW

- A. AUTHORITY or authorized agent will review Shop Drawings, product data, and samples and return submittals within (14) working days.
- B. AUTHORITY or authorized agent will examine shop drawings for general arrangement, overall dimensions and suitability, and will return to the CONTRACTOR marked as follows;

"No Exceptions Taken" - denotes that the submittal generally meets the requirements of the Contract Documents. "No Exceptions Taken" does not indicate a review of the CONTRACTOR's design except for general compliance with the requirements of the Contract Documents.

"Make Corrections Noted" - denotes review is conditional on compliance with notes made on the submittal.

"Amend - Resubmit" - denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. Required revisions will be identified to the CONTRACTOR. Resubmittal is required.

"Rejected - Resubmit" - denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work.

Reasons for rejection will be identified to the CONTRACTOR. Resubmittal is required.

- C. Review by the AUTHORITY of shop drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is consistent with the requirements of the Contract Documents. Review of such drawings shall not relieve the CONTRACTOR of the responsibility for errors, dimensions, and detail design.
- D. AUTHORITY review will not extend to means, methods, techniques, sequences or procedures of construction (except in the case of construction specific submittals, such as erection plans) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in with the item functions.

#### 1.11 DISTRIBUTION

- A. Duplicate and distribute reproductions of Shop Drawings, copies of product data, and samples, which bear Engineer's stamp, to job site file, record documents file, Subcontractors, Suppliers, and other entities requiring information.

#### 1.12 SCHEDULE OF SUBMITTALS

- A. Within 15 days of Notice to Proceed, transmit 4 copies of submittal schedule. Submittal schedule to include a list of anticipated submittals. Schedule shall include submittal description, specification reference, and drawing sheet number, as appropriate.
- B. Submit shop drawings, product data and samples as required for each specification section.

Part 2 – PRODUCTS - Not Used

Part 3 – EXECUTION - Not used

END OF SECTION

## SECTION 013700 - SCHEDULE OF VALUES

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Schedule of Values.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions. Schedule of Values. B.  
Section 010100 - Summary of Work: Work sequence.
- C. Section 010270 - Applications for Payment: Procedures for Applications for Payment.

#### 1.03 FORMAT

- A. Form and content must be acceptable to AUTHORITY.
- B. CONTRACTOR's standard form or media-driven printout will be considered on request.
- C. Follow the table of contents of Project Manual for listing component parts. Identify each line item by number and title of listed Specification sections.

#### 1.04 CONTENT

- A. List installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for progress payments. Round off values to nearest dollar.
- B. For each major subcontract, list products and operations of that subcontract as separate line items.
- C. Coordinate listings with progress schedule.
- D. Component listings shall each include a directly proportional amount of CONTRACTOR's overhead and profit.
- E. For items on which payments will be requested for stored products, list sub- values for cost of stored products with taxes paid.

- F. Specific line item values as indicated below shall be minimum acceptable amounts and must be included on all approved Schedules of Values and Applications for Payment.
  - 1. Section 017010 - Contract Closeout Procedures. Value of all required Substantial Completion Submittals and Closeout Submittals shall be \$5000.00.
  - 2. No progress payments will be made for Substantial Completion Submittals and Closeout Submittals until all submittals have been submitted to and accepted by the AUTHORITY.
- G. The sum of values listed shall equal total Contract Price.

1.05 SUBMITTAL

- A. Submit four copies of Schedule within 15 days after the Notice to Proceed. Subsequent updated Schedule of Values shall be presented for review ten days prior to each Application for Payment.
- B. Transmit under AUTHORITY accepted form transmittal letter. Identify Project by AUTHORITY title and Project number; identify Contract by AUTHORITY Contract number.

1.06 SUBSTANTIATING DATA

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

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION



## SECTION 014000 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED A.

General Quality Control.

- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certificates.
- E. Manufacturers' Field Services.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Article 12, Quality Assurance. B. Section 013000– Submittals: Submittal of Manufacturer's instructions.
- B. Section 013400 - Shop Drawings, Product Data, and Samples: Submittal of Manufacturer's Instructions.
- C. Individual Specification Sections: Quality Control Requirements.

#### 1.03 QUALITY CONTROL, GENERAL

- A. The Contractor shall assure that all materials and completed construction conform to contract Plans, Specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. The Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be used.
- B. Submit five hard copies of the Quality Control Plan, one to AIDEA and four to the engineer.

#### 1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform Work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

#### 1.05 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from AUTHORITY before proceeding.

1.06 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.07 MOCKUPS

- A. When required by individual Specifications section, erect complete, full-scale mockup of assembly at site, perform required tests, and remove mockup at completion, when approved by AUTHORITY.

1.08 MANUFACTURERS' FIELD SERVICES

- A. When required by manufacturer or when specified in respective Specification sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- B. Require manufacturer's representative to submit written report to AUTHORITY listing observations and recommendations.

1.09 Test Reports

- A. When required by individual Specification sections, provide a qualified third-party testing agency to test the work. Test reports shall be submitted to Authority upon receipt.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### PART 1 – GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Temporary Utilities: water, sanitation, electrical, heating and communication systems.
- B. Temporary Construction Facilities: Field office for the use of Contractor personnel, storage yards and buildings, worker shelters and access roads.
- C. Temporary Controls: air/water pollution controls, erosion control and traffic control. D.  
Temporary Fuel Storage and Dispensing: fuel storage, secondary containment and dispensing facilities.

#### 1.02 RELATED REQUIREMENTS

- A. Section 010100 - Summary of Work
- B. Section 015680 – Erosion Control

#### 1.03 DELIVERY, STORAGE AND HANDLING OF TEMPORARY FACILITIES A.

Protect temporary facilities during delivery and storage operations.

- B. Maintain temporary facilities in proper and safe condition throughout progress of the work.

#### 1.04 SUBMITTALS

- A. Submit four copies of written Plan for providing any temporary facilities. Submit plan a minimum of 60 days prior to project startup unless otherwise specified in the intent to award letter.
  - 1. Plan shall include written description of Contractor's proposed methods and means of providing temporary utilities during construction activities, as described in the Specifications.
  - 2. Contractor shall receive written approval of the plan by the Engineer prior to beginning any work that could interfere with existing fuel handling and sales operations.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY UTILITIES CONTRACTOR FURNISHED ITEMS A.

#### Temporary Water Systems

1. Furnish and install all necessary components and systems to provide water for construction activities, and potable water for Contractor's crews and field office personnel.
2. Contractor furnished items include, but are not limited to, all piping, valves, fittings, insulation, pumps, tanks, fixtures, water heaters, tie-ins, and service agreements.
3. Contractor to provide and pay for all water and temporary water system related components and fees.

#### B. Temporary Sanitation Systems

1. Furnish and install all necessary components and systems to provide sewer and solid waste collection services at the field office. Temporary outhouses shall be self-contained units, pit privies are not acceptable.
2. Contractor furnished items include, but are not limited to, all piping, valves, fittings, structures, insulation, pumps, tanks, fixtures, tie-ins, trash receptacles, hauling operations and service agreements.
3. Contractor to provide and pay for all temporary sanitation system related components and fees.

#### C. Temporary Electrical Systems

1. Furnish and install all necessary components and systems to provide 120/240 VAC single phase electrical service to the field office and required electrical service at all work areas.
2. Contractor furnished items include, but are not limited to, all generators, conductors, transformers, service meters and masts, distribution panels, controls, electrical and lighting fixtures, tie-ins, and service agreements.
3. Contractor to provide and pay for all temporary electrical system related components and fees.

#### D. Temporary Heating Systems

1. Furnish and install all necessary components and systems to provide heat at the field office and worker shelters as required.
2. Contractor furnished items include, but are not limited to, all heaters, fuel tanks, fuel, piping, valves, fittings, meters, insulation, pumps, fixtures, tie-ins, and fuel hauling.

3. Contractor to provide and pay for all temporary heating system related components and fees.

E. Temporary Communication Systems (Telephone, Fax, and Internet)

1. Furnish and install all necessary components and systems to provide telephone, Fax and internet service to the field office.
2. Contractor furnished items include, but are not limited to, all phone lines, phones, fax machines, computers, tie-ins, and service agreements.
3. Contractor to provide and pay for all temporary communication system related components and fees.

2.2 TEMPORARY CONSTRUCTION FACILITIES CONTRACTOR FURNISHED ITEMS

A. Temporary Construction Facilities (Field Office, Storage Facilities, Worker Shelters)

1. Temporary field office: Furnish field office building for use of Contractor personnel. Field office structure shall meet all requirements of the most current version of the IBC. Provide temporary electrical, heating, telephone, fax and internet services at the field office.
2. Temporary storage facilities: Furnish temporary storage facilities as required to protect materials and equipment during the course of the work. Facilities shall be structurally sound and sufficiently weather tight to protect stored items in accordance with the manufacturer's recommendations.
3. Worker shelters: Worker shelters shall be provided in accordance with applicable laws and regulations.
4. Contractor to provide and pay for all temporary construction facility related components and fees.
5. Staging layout area to be fenced in and contained by Contractor.

2.3 TEMPORARY CONTROLS CONTRACTOR FURNISHED ITEMS A.

Temporary Controls

1. Furnish all gates, barricades, fences, handrails, guardrails, and security systems required for safe execution and protection of the work.
2. Furnish all Guards, markers, shields, protective clothing, hard hats, hearing protection and other equipment required by health and safety regulations for workers.
3. Furnish erosion controls in accordance with industry accepted Best Management Practices.
4. Furnish all required first aid and fire suppression equipment required by laws and regulations.

5. Contractor to provide and pay for all temporary controls related components and fees.

## PART 3 – EXECUTION

### 3.1 TEMPORARY UTILITIES

- A. All work relating to temporary utilities shall be arranged and implemented by the Contractor.
- B. All costs associated with providing temporary utilities shall be borne solely by the Contractor.
- C. Water: Provide temporary water for all construction requirements and Contractor's crews. Contractor shall maintain sanitary conditions at all times and shall not violate requirements of applicable codes
- D. Sanitation Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and all other onsite employer's employees. Service, clean, and maintain facilities and enclosures
- E. Electricity and Lighting: Provide temporary power for all construction requirements including Contractor's field office and to ensure safe work conditions and security of site. Provide temporary lighting as required to meet all applicable safety requirements to allow erection, application or installation of materials and equipment, and observation or inspection of the work.
- F. Heating: Provide temporary heating systems at the field office and other temporary construction facilities as required by laws and regulations.
- G. Communication Systems: Provide temporary communication systems at the field office including telephone, fax, and internet service.
- H. Contractor shall remove all temporary materials and equipment upon completion of construction and repair any damage caused by installation, and restore to like new condition.

### 3.2 TEMPORARY CONSTRUCTION FACILITIES

- A. Temporary Storage Yard:
  1. Temporary storage yard shall be constructed for storage of products that are not subject to damage by weather conditions.
- B. Temporary Storage Buildings:
  1. Environmental control systems shall be provided that meet recommendations of manufacturers of equipment and materials stored.

2. Contractor shall arrange or partition to provide security of contents and ready access for inspection and inventory.

3. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated and remote building meeting applicable safety standards.

C. Access roads:

1. Access roads, if required, shall be constructed within easements, rights-of-way, or Project limits. Alignments for new routes shall be approved by Engineer.

2. Ground surface disturbed by access road construction shall be restored to original grade upon completion of construction.

3.3 TEMPORARY CONTROLS A.

Air Pollution Controls:

1. Minimize air pollution from construction operations.

2. Burning of waste materials, rubbish, or other debris will not be permitted on or adjacent to the site.

B. Water Pollution Controls:

1. Contractor shall collect and properly dispose of sanitary and non-storm waste flows. Contractor shall not cause or permit action to occur which would cause an overflow to an existing waterway.

C. Erosion Control:

1. As specified in Section 015680.

D. Vehicular and Pedestrian Traffic Controls

1. Comply with Laws and Regulations regarding closing or restricting the use of public thoroughfares. No public or private road or boardwalk shall be closed, except by written permission of the proper authority. Assure the least possible obstruction to traffic and normal commercial pursuits.

2. Work shall be conducted to interfere as little as possible with public travel.

3. If for any reason it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.

4. Maintenance of traffic is not required if Contractor obtains written permission from owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
5. Contractor shall not block more than one-half the thoroughfare at any time during 4. Closures: Contractor shall maintain satisfactory means of exit for persons residing or having occasion to transact business along the route of the Work. If it is necessary to close off a thoroughfare or other access providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure crossings.
6. Flaggers and guards, when required by regulation or when deemed necessary for safety, shall be furnished with approved orange wearing apparel and other regulation traffic control devices.
7. Contractor shall not block off emergency vehicle access without written permission from the Owner. Operations shall be conducted with the least interference to fire equipment access, and at no time prevent such access. Contractor shall furnish night emergency contact numbers to Authority

#### 3.4 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain work areas free of waste materials, debris, and rubbish. Maintain work site in a clean, orderly and organized condition. Materials should be clearly identified, with products covered and labeled, with a material identified with generator (CONTRACTOR) name.
- B. Contractor shall dispose of hazardous materials such as mineral spirits, oil, chemicals, or paint thinner in accordance with all federal, state, and local requirements. Provide acceptable containers for collection and disposal of waste materials, debris and rubbish.

#### 3.5 REMOVAL OF TEMPORARY FACILITIES

- A. Clean and repair damage caused by installation or use of temporary facilities. Restore permanent facilities used during construction to pre-construction condition.

END OF SECTION



## SECTION 015680 - EROSION CONTROL

### PART 1- GENERAL

#### 1.01 RELATED REQUIREMENTS

- A. General Conditions and Supplementary Conditions
- B. Division 2 Specifications
- C. Requirements of Federal, State, and local statutes and regulations dealing with storm water, pollution and erosion shall be strictly adhered to by the Contractor.

#### 1.02 GENERAL

- A. Contractor shall comply with the storm water construction general permit APDES. If required, the Contractor shall provide all labor, equipment, materials, and services to prepare, implement, and maintain a Storm Water Pollution Prevention Plan (SW PPP) in accordance with the APDES.
- B. Contractor shall implement erosion control as soon as practicable to limit the potential for sediment transport and drilling of disturbed slopes and/or embankment slopes.

#### 1.03 ENVIRONMENTAL PROTECTION

- A. The Contractor shall comply with the provisions of Federal, State and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that may affect or may be affected by the project. The Contractor shall familiarize himself with all such statutes, ordinances and regulations, whether listed or not.

### PART 2 – PRODUCTS - Not Used

### PART 3 - EXECUTION

#### 3.01 EROSION CONTROL

- A. Best management practices for erosion control shall be observed to prevent construction related erosion impacts to receiving waters.

END OF SECTION

## SECTION 015690 - CONSTRUCTION CLEANING

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Cleaning and disposal of waste materials, debris, and rubbish during construction.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Article 6, CONTRACTOR's Responsibilities - Materials and Equipment, and Maintenance during Construction.
- B. Section 017000 - Contract Closeout: Final Cleaning
- C. Individual Specifications Sections: Specific cleaning for Product or Work. PART

### 2 - PRODUCTS

#### 2.01 EQUIPMENT

- A. Provide containers for deposit of waste materials, debris, and rubbish. PART

### 3 - EXECUTION

#### 3.01 GENERAL CLEANING

- A. Maintain areas under CONTRACTOR's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

#### 3.02 DISPOSAL

- A. Collect and remove waste materials, debris, and rubbish from site periodically and dispose of in accordance with all Federal, State and local regulations.

END OF SECTION

## SECTION 016000 - MATERIAL AND EQUIPMENT

### PART 1 - GENERAL

#### 1.02 GENERAL REQUIREMENTS

- A. Products.
- B. Transportation and Handling. C.  
Storage and Protection.

#### 1.02 RELATED REQUIREMENTS

- A. Section 010900– Reference Standards.
- B. Section 014000 – Quality Control: Submittal of manufacturers’ certificates.

#### 1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements. C.  
Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

#### 1.04 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer’s unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Immediately on delivery, inspect shipment to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Accessories and installation hardware are correct.
  - 4. Containers and packages are intact and labels legible.
  - 5. Products are protected and undamaged.

## 1.05 STORAGE AND PROTECTION

- A. Handle and store materials for construction, products of demolition, and other items to avoid damage to adjacent facilities and equipment.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter. Cover such material to prevent material from being blown away.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. Provide Material Safety Data Sheets (MSDS) for all products which may produce unpleasant or noxious odors. CONTRACTOR shall provide for adequate venting if needed.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 017000 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Substantial Completion Inspection and Final Acceptance
- B. Closeout Procedures. C.  
Final Cleaning.
- D. Project Record Documents.

#### 1.02 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions: Fiscal provisions, legal submittals, and other administrative requirements.
- B. Section 017200 – Project Record Documents

#### 1.03 CLOSEOUT PROCEDURES

- A. Comply with Section 017010 – Contract Closeout Procedures.

#### 1.04 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion inspection.
- B. Use materials which will not create hazards to health or property, and which will not damage surfaces. Follow manufacturer's recommendations.
- C. Remove waste, debris and surplus materials from the site.

#### 1.05 ADJUSTING

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

#### 1.06 PROJECT RECORD DOCUMENTS

- A. Comply fully with the requirements of Section 017200 – Project Record Documents.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. N/A

1.08 WARRANTIES

A. As a condition precedent to Final Payment, all guaranties and warranties as specified under various sections of the Contract Documents shall be obtained by the CONTRACTOR and delivered to the AUTHORITY, in duplicate giving a summary of guarantees attached and stating the following in respect to each:

1. Character of Work affected.
2. Name of Subcontractors.
3. Period of Guarantee.
4. Conditions of Guarantee.

B. Delivery of said guarantees and/or warranties shall not relieve the CONTRACTOR from any obligations assumed under any other provision of the Contract.

C. If, within any guarantee period, repairs or changes are required in connection with the guaranteed Work, which in the opinion of the AUTHORITY is rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the CONTRACTOR shall, upon receipt of notice from the AUTHORITY, and without expense to the AUTHORITY, proceed within seven (7) calendar days to:

1. Place in satisfactory conditions in every particular all of such guaranteed Work, correct all defects therein, and make good all damages to the structure or site.
2. Make good all Work or materials, or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.

D. If the CONTRACTOR, after notice, fails to comply without the terms of the guarantee, the AUTHORITY may have the defects corrected and the CONTRACTOR and CONTRACTOR's Surety shall be liable for all expenses incurred in connection therewith, including Engineer's fees.

1.09 OPERATIONS AND MAINTENANCE (O&M MANUALS)

A. N/A

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 017010 - CONTRACT CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for Final Acceptance.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Fiscal provisions, and additional administrative requirements.
- B. Section 010100 - Summary of Work.

#### 1.03 SUBSTANTIAL COMPLETION SUBMITTALS

Submit the following prior to requesting a Substantial Completion Inspection: A.

Project Record Documents: Under provisions of Section 017200.

- B. Operation and Maintenance Data (O&M Manual): N/A C.

Spare Parts and Maintenance Materials: N/A

#### 1.04 SUBSTANTIAL COMPLETION

- A. Substantial Completion shall be considered by AUTHORITY when:
  - 1. Written notice is provided 7 days in advance of inspection date.
  - 2. List of items to be completed or corrected is submitted.
  - 3. Equipment and systems have been tested, adjusted, balanced and are fully operational.
  - 4. Certificates of Inspection for required inspections have been submitted.
  - 5. Project Record Documents for the Work or the portion of the Work being accepted are submitted and approved.
- B. Should AUTHORITY inspection find Work is not substantially complete, Agency will promptly notify CONTRACTOR in writing, listing observed deficiencies.

- C. CONTRACTOR shall remedy deficiencies and send a second written notice of Substantial Completion.
- D. When AUTHORITY finds Work is substantially complete AUTHORITY will prepare a certificate of Substantial Completion in accordance with provisions of General Conditions.

#### 1.05 FINAL COMPLETION

- A. When CONTRACTOR considers Work is complete, submit written certification:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents, and deficiencies listed with certificate of Substantial Completion have been corrected.
  - 4. Work is complete and ready for final inspection.
- B. Should AUTHORITY inspection find Work incomplete, AUTHORITY will promptly notify CONTRACTOR in writing listing observed deficiencies.
- C. CONTRACTOR shall remedy deficiencies and send a second certification of Final Completion.
- D. When AUTHORITY finds Work is complete, AUTHORITY will consider closeout submittals.

#### 1.06 REINSPECTION FEES

- A. Should status of completion of Work require more than two re-inspections by AUTHORITY due to failure of Work to comply with CONTRACTOR's responsibility, AUTHORITY will deduct the cost of re-inspection from final payment to CONTRACTOR as provided in the Contract Documents.
- B. Re-inspection fees shall not exceed \$5,000 for any one re-inspection.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Under provisions of Section 017200.
- B. Evidence of Payment: In accordance with Conditions of the Contract. C.  
Consent of Surety to Final Payment.
- D. Certificate of Release.



1.08 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit final statement reflecting adjustments to Contract Price indicating:
  - 1. Original Contract Price.
  - 2. Previous Change Orders.
  - 3. Changes under allowances.
  - 4. Changes under Unit Prices.
  - 5. Deductions for uncorrected Work.
  - 6. Penalties and bonuses.
  - 7. Deductions for liquidated damages.
  - 8. Deductions for re-inspection fees.
  - 9. Other adjustments to Contract Price.
  - 10. Total Contract Price as adjusted.
  - 11. Previous payments.
  - 12. Sum remaining due.
- B. AUTHORITY will issue a final Change Order reflecting all remaining adjustments to Contract Price not previously made by Change Orders.
- C. See Section – 013700 Schedule of Values 1.04.F for minimum value for Contract Closeout Submittals.

1.09 APPLICATION FOR FINAL PAYMENT

- A. Submit application for final payment in accordance with provisions of the General Conditions of the Contract.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

## SECTION 017200 - PROJECT RECORD DOCUMENTS

### PART 1 – GENERAL

#### 1.01 REQUIREMENTS INCLUDED

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

#### 1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Record Documents. B.  
Section 010100 - Summary of Work: Record survey.
- C. Section 013400 – Shop Drawings, Product Data, and Samples. D.  
Section 017010 - Contract Closeout Procedures.
- E. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection.

#### 1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in General Conditions, maintain at the site for AUTHORITY one accurate record copy of:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, product data, and samples.
  - 6. Survey and field records.
  - 7. Field test records.
  - 8. Inspection certificates.
  - 9. Manufacturer's certificates.
- B. Prior to Substantial Completion, provide original or legible copies of each item maintained by CONTRACTOR as listed in 017200.1.03.A above.

- C. Delegate responsibility for maintenance of Record Documents to one person on CONTRACTOR's staff.
- D. Promptly following award of Contract, secure from AUTHORITY, at no cost to the CONTRACTOR, one complete set of all Documents comprising the Contract.
- E. Immediately upon receipt of job set described above, identify each Document with title "RECORD DOCUMENTS - JOB SET".
- F. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.
- G. Label and file record documents and samples in accordance with section number listings in table of contents of this Project manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- H. Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.
- I. Use all means necessary to maintain job set of Record Documents completely protected from deterioration and from loss and damage until completion of Work and transfer of recorded data to Authority.
- J. Keep record documents and samples available for inspection by AUTHORITY.
- K. Upon request by the AUTHORITY and at time of each Application for Payment submit complete collection of record documents to the AUTHORITY for review and duplication as desired.
- L. Authority's approval of current status of Record Documents will be prerequisite to Authority's approval of requests for progress payments and request for final payment.
  - 1. Prior to submitting each request for progress payment, secure Authority's approval of Record Documents as currently maintained.
  - 2. Prior to submitting request for Final Payment, obtain Authority's approval of final Record Documents.
- M. Do not use job set for any purpose except entry of new data and for review and copying by Authority.

#### 1.04 RECORDING

- A. Record information on a set of full size (22"x34") line opaque Drawings, and in a copy of a Project manual, provided by AUTHORITY.
- B. Using felt tip marking pens or colored pencil, maintaining separate colors for each major system, clearly describe changes by note and by graphic line, as required. Date all entries. Call attention to entry by a "cloud" around area or areas affected.
- C. Thoroughly coordinate all changes within Record Documents, making adequate and proper entries on each Specification Section and each sheet of Drawings and other Documents where such entry is required to properly show change or selection.
- D. When a change within Record Documents is referenced to another document, such as a DC/VR, Shop Drawing or Change Order, attach a copy of the referenced document to the respective Record Drawing or Record Specification where the entry is made.
- E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. Measured depths of elements of foundation in relation to finish first floor datum. Accurate to the nearest inch.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Accurate to the nearest inch.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by modifications.
  - 6. Details not on original Contract Drawings.
  - 7. References to related Shop Drawings and modifications.
  - 8. Clearly label all changes and show dimensions to establish size and location. All identifications shall be sufficiently descriptive to relate reliably to Specifications.
- F. Specifications: Legibly mark each item to record actual construction, including:
  - 1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.

2. Changes made by Addenda and modifications.
- G. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records required by individual Specifications sections.

1.05 SUBMITTALS

- A. Upon submittal of the completed Record Documents, make changes in Record Documents as required by the Authority.
- B. Transmit with cover letter in duplicate, listing:
1. Date.
  2. AUTHORITY's Project title and number.
  3. CONTRACTOR's name, address, and telephone number.
  4. Number and title of each record document.
  5. Signature of CONTRACTOR or authorized representative.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 024116 - STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. This section is for the removal and disposal of the building located at 825 W. Northern Lights Boulevard Anchorage, AK 99503 and backfilling the resulting trenches, holes, and pits; and rearranging of utility improvements as required.

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 SUMMARY

##### A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and abandoning in-place site utilities.
4. Salvaging items for reuse by Owner.

##### B. Related Requirements:

1. Section 011000 "Summary of Work" for use of the premises and phasing requirements.
2. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
3. Section 028213 "Asbestos Abatement"
4. Section 028333 "Lead Removal and Disturbance"
5. Hazardous Material Inspection Report dated July 6, 2015, White Environmental Consultants Inc.

#### 1.4 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store. Include fasteners or brackets needed for reattachment elsewhere.

#### 1.5 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

## 1.6 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structures.
  - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review and finalize protection requirements.
  - 5. Review procedures for noise control and dust control.
  - 6. Review procedures for protection of adjacent buildings.
  - 7. Review items to be salvaged and returned to Owner.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
  - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.
- D. Schedule of Building Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping of utility services.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## 1.8 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.9 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.10 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
- E. On-site storage or sale of removed items or materials is not permitted.

1.11 COORDINATION

- A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings and as described in the dates of work.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.



## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. Owner will arrange to shut off utilities when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies before performing work.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 4. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of the utility companies and the authorities having jurisdiction.
  - 5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 015000 "Temporary Facilities and Controls."
  - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  - 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
  - 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.
- F. Personnel Protection Procedures
  - 1. Post the decontamination, safety, and work procedures to be followed by workers.
  - 2. Provide continuous on-site supervision by the approved Competent Person.
  - 3. Follow all worker protection procedures as described in the approved work plan.

4. Provide the highest level of respiratory protection unless approved and documented exposure assessments establish that a lower level of protection is adequate.
5. Maintain a daily log of all workers and visitors entering regulated work area. Log shall contain the name of each individual, social security number of each individual, his or her organization, accurate time of entering and leaving, and purpose of visit.
6. Monitor worker exposure to airborne asbestos fibers as required by 29 CFR 1926.1101 and 29 CFR 1926.62.
7. Provide approved filters for other airborne contaminants (solvents, etc.) which may be present. These filters shall be used in combination with approved asbestos filters. At no time shall this permissible exposure limit (PEL) for any airborne contaminant exceed the PEL listed in 29 CFR 1910, Subpart Z.

### 3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least 8 hours after flame-cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
  4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

### 3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be removed and salvaged are indicated on Drawings and below:
1. Temporary Bollards.
- D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
1. Remove below-grade construction, including basements, foundation walls, and footings, to depths indicated.
- E. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.

### 3.7 SITE RESTORATION

- A. Obliterate existing foundation. Place an earth cover of not less than 6 inches in thickness. Backfill as required by MASS requirements listed on the civil drawings. Shape the ground to provide a presentable and well-drained area.
- B. Backfill trenches, holes, depressions and pits left by the removal of the obstructions as required by MASS requirements listed on the civil drawings.

### 3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

### 3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Dispose of asbestos wastes in an EPA and DEC-permitted asbestos landfill.
- B. Comply with current waste handling, storage, transportation, and disposal requirements of the waste disposal facility, US Department of Transportation (DOT), and EPA regulations.
- C. Label waste containers and vehicles in accordance with 40 CFR Part 61 and 49 CFR 100-199. Affix warning labels having waterproof print and permanent adhesive to all waste containers.
- D. Affix a Class 9 label with ID number 2212 on all four sides of the waste transport vehicle.
- E. Waste transport vehicles shall be lined with 6-mil polyethylene and be fully enclosed.
- F. Waste shipping papers shall identify waste as "Asbestos 9, NA 2212 III, RQ" and list the total quantity being transported in addition to the requirements of 40 CFR 61.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

## SECTION 028213 - ASBESTOS REMOVAL AND DISPOSAL

## PART 1 -GENERAL

## 1.1 DESCRIPTION OF WORK

- A. The work requires the disturbance, demolition, removal and disposal of the following asbestos-containing materials (ACM) from 825 W. Northern Lights Boulevard Anchorage, AK 99503 as specified herein.
  - 1. Joint compound located at the south entryway ceiling.
- B. It is the contractor's responsibility to remove and dispose of all ACMs affected by the project from the site in accordance with applicable regulations. The contractor shall immediately notify the owner if other ACM or additional quantities are discovered. Quantities of materials removed shall be documented on a daily basis and shall include all materials removed and locations, in the units used on the drawings. Unit pricing shall be provided in the bid for all identified hazardous material in case additional quantities are discovered.
- C. Disturbance of asbestos-containing materials required for this project typically will fall within different classes of asbestos work depending on the Contractor's means and methods. HEPA vacuuming and/or wet wiping shall be used to immediately clean up all dust and debris generated during the work regardless of the work classification.
- D. Work involving disturbance of asbestos-containing materials inside the building shall be performed using critical barriers and negative air pressure enclosures. Access to work area from within the building shall be blocked to prevent unauthorized or inadvertent entry. Access to work area shall be secured by lock when work is not ongoing.
- E. Clearance sampling and visual inspections are required for all work disturbing asbestos. If additional clearances are necessary, the contractor is required to pay all additional costs of visual inspections and clearance testing beyond the number noted above. Clearance air samples shall include a minimum of three (3) Phase Contrast Microscopy (PCM) samples from each affected space.

## 1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 002300 Hazardous Material Survey Report
- B. Section 028333 Lead Removal / Disturbance
- C. Section 024116 Structural Demolition

1.3 DEFINITIONS AND ABBREVIATIONS: Definitions and abbreviations are provided in the applicable publications listed in Paragraph 1.4 of this section.

1.4 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced.

- A. General Requirements: All work shall be performed in compliance with the International

Building, Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Code; Uniform Plumbing Code; the National Electrical Code; and the publications listed in this section that are in effect at the time of the bidding of this contract.

- B. Title 29 Codes of Federal Regulations (CFR), Department of Labor (USDOL)
  - Part 1910 General Occupational Safety and Health Standards
  - Part 1926 Safety and Health Regulations for Construction
- C. Title 40 CFR, Environmental Protection Agency (EPA)
  - Part 61 National Emission Standards for Hazardous Air Pollutants
  - Part 311 Worker Protection Part 763 Asbestos
- D. Title 49 CFR, Department of Transportation (DOT)
  - Part 171 General Information, Regulations and Definitions
  - Part 172 Hazardous Materials Communication and Regulations
  - Part 173 General Requirements for Shipments and Packaging
  - Part 177 Carriage by Public Highway
  - Part 178 Specifications for Packaging
  - Part 382 Requirements for Drug Testing
  - Part 383 Commercial Driver's License Standards
- E. State of Alaska Administrative Codes (AAC)
  - 8 AAC 61 Occupational Safety and Health Standards
  - 18 AAC 60 Solid Waste Management
- F. State of Alaska Statutes
  - AS 18.31 Health and Safety –Asbestos
  - AS 45.50.477 Titles Relating to Industrial Hygiene
- G. Federal Standards
  - 313D Material Safety Data Sheets
- H. American National Standard Institute (ANSI)
  - Z9.2 Local Exhaust Systems
  - Z87.1 Eye and Face Protection
  - Z88.2 Practices for Respiratory Protection
- I. American Society for Testing and Materials (ASTM)
  - D-4397 Polyethylene Sheeting
- J. International Code Institute International Building (IBC), Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Codes Current Standards
- K. National Fire Protection Association (NFPA) NFPA 701 Fire Tests for Flame Resistant Textiles and Films
- L. National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods, Current Edition
- M. Underwriters Laboratories (UL)
  - UL 586 High-Efficiency, Particulate, Air (HEPA) Filter Units

## 1.5 QUALITY ASSURANCE

### A. On-site Observation:

1. The safety and protection of the Contractor's employees, sub-contractor's employees, Owner's employees, the facility, and the public is the sole responsibility of the Contractor.
2. The Owner, the Owner's Representative or representatives of State or Federal agencies may make unannounced visits to the site during the work. The contractor shall make available two complete sets of clean, protective clothing for such visitor use. If the work requires the use of PAPR or Supplied Air Respirators, the contractor shall provide respirators to the visitor to ensure compatibility with fresh batteries or supplied air system. It is the visitor's responsibility to ensure medical qualification, training, and current "fit test" prior to using any respirator provided by the Contractor.
3. If the Owner or agency visitor determines that practices are in violation of applicable regulations, they will immediately notify the Contractor that operations must cease until corrective action is taken. Such notification will be followed by formal confirmation.
4. The Contractor shall stop work after receiving such notification. The work may not be restarted until the Contractor receives written authorization from the Owner.
5. All costs resulting from such a stop work order shall be borne by the Contractor and shall not be a basis for an increase in the contract amount or an extension of time.

### B. Air Monitoring: Air monitoring during the work shall be performed as follows:

1. The Contractor shall hire Independent Testing Laboratories to collect and evaluate all air samples that are the responsibility of the Contractor. The Contractor shall direct its laboratories, in writing, to release air monitoring data, and all other pertinent data and records, to the Owner. A copy of this written direction shall be submitted to the Owner along with the information required by Paragraph 1.13 of this Specification.
2. The Contractor shall be responsible for monitoring its employees for potential exposure to airborne asbestos fibers as required by this specification and all applicable regulations.
3. The Contractor shall be responsible for work area monitoring and environmental monitoring outside the work area as required by this specification.
4. The Owner may perform air monitoring inside the building, inside the work areas, and on the Contractor's employees while asbestos work is underway and at any time during the work.
5. Final inspection and clearance air monitoring shall be conducted by the Contractor's Independent Testing Laboratory.
6. The Contractor shall have its Independent Testing Laboratories archive all air samples until the successful completion of the project.

### C. Additional Sampling of Suspect Materials:

1. The Contractor and all Subcontractors shall be vigilant during demolition and construction in the event additional suspect asbestos or hazardous materials are encountered. If suspect asbestos or hazardous materials not previously identified are encountered, the contractor shall stop work that may be affected by this material and immediately notify the Owner. The Owner or the Owner's Representative will provide recommendations and additional testing if necessary.
2. The Contractor and all Subcontractors shall notify the Owner prior to any bulk sampling of suspect asbestos-containing material or other hazardous materials to allow the Owner or Owner's Representative to be present during such sampling.



1.6 PROTECTION OF EXISTING WORK TO REMAIN: Perform asbestos removal in the project work areas without contamination of adjacent work or the facility.

1.7 MEDICAL REQUIREMENTS

- A. Institute and maintain a medical surveillance program for employees in accordance with 29 CFR 1926.1101 and 29 CFR 1910.134.
- B. Institute and maintain a random drug testing program, as required by 49 CFR 382, for all drivers of vehicles transporting asbestos or hazardous materials.

1.8 TRAINING: Employ only workers who are trained and certified as required by 29 CFR 1910, 29 CFR 1926, 40 CFR 763, and 49 CFR 383 to remove, encapsulate, barricade, transport, or dispose of asbestos.

1.9 PERMITS AND NOTIFICATIONS: Secure necessary permits for asbestos removal, hauling, and disposal and provide timely notification as required by federal, state, and local authorities.

1.10 SAFETY AND ENVIRONMENTAL COMPLIANCE: Comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, and disposing of hazardous materials and all other construction activities.

1.11 RESPIRATOR PROGRAM: Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.

1.12 HAZARD COMMUNICATION PROGRAM: Implement a hazard communication program in accordance with 29 CFR 1910.1200.

1.13 SUBMITTALS

- A. The Contractor shall submit the following documentation to the Owner for review, approval or rejection. Work shall not begin until submittals are approved.
  - 1. Shop drawings.
  - 2. Work plan.
  - 3. Liability insurance policy and performance bond.
  - 4. Schedule.
  - 5. Testing laboratory and laboratory personnel.
  - 6. Disposal site designations and disposal authorizations.
  - 7. Waste transporter designation.
  - 8. Notifications and certifications.
  - 9. "Competent Person" designation and experience.
  - 10. Request for substitutions.
- B. Shop drawings shall show:
  - 1. Boundaries of each regulated work area.
  - 2. Location and construction of decontamination areas.
  - 3. Location of temporary site storage facilities.
  - 4. Location of air monitoring stations, both in and outside of the work area.

5. Emergency egress route(s).
  6. Location of negative pressure exhaust systems, if required.
- C. The work plan shall include procedures for:
1. Work area setup and protection.
  2. Worker protection and decontamination.
  3. Initial exposure assessment procedures.
  4. Asbestos removal procedures.
  5. Waste load-out, transport, and disposal procedures.
  6. Air monitoring procedures.
    - a. Air monitoring procedures shall include the number of daily samples and the target volumes of each type of sample.
    - b. Clearance air monitoring procedures and protocols for each work area.
  7. Determination by the Certified Project Designer of the estimated quantities of ACM and PACM to be removed, and determination of clearance requirements for each different type or phase of work.
  8. Emergency procedures.
  9. The Work Plan shall be prepared and signed by an Environmental Protection Agency (EPA) Certified Project Designer.
- D. Insurance Policy and Bond: Submit copies of the Contractor's or Subcontractor's insurance policy and performance bond. ~~Submittal requirement is only to ensure that the insurance certificate(s) show specific coverage for the potentially hazardous materials being handled by this project.~~ The insurance and bond amounts and certificate holder requirements are addressed in other portions of the contract documents and are not covered as part of this submittal requirement.
- E. Schedule: Submit construction schedule by work area.
- F. Independent Testing Laboratories and Laboratory Personnel: Submit the name, location, and phone number of proposed independent testing laboratories, and the names and certifications of the industrial hygiene technicians. Include the laboratory's accreditation. Not all laboratories will require all accreditations.
1. The Independent Testing Laboratories shall be acceptable to Owner.
  2. The laboratories shall be proficient in the National Institute of Occupational Safety and Health (NIOSH) Proficiency in Analytical Testing (PAT) program and shall be accredited by the National Institute of Science and Technology (NIST) under their National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis and airborne asbestos fibers as appropriate. NVLAP accreditation for bulk asbestos analysis may be waived if the microscopists are listed in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry (AAR).
  3. Provide a current list of their microscopists who have participated in the latest PAT and NVLAP programs and provide the names of microscopists and evidence that they have completed the NIOSH 582 course or equivalent. Provide latest AAR report of performance for microscopists.
  4. Provide name(s) and resume(s) of proposed on-site industrial hygiene technician(s) showing academic degrees and Alaska Abatement Certificate(s).
- G. Disposal Site: Submit the name and location of the proposed Alaska Department of Environmental Conservation/ U.S. Environmental Protection Agency (DEC/EPA) permitted disposal site. Submit authorization to dispose of asbestos waste by the proposed disposal site

operator.

- H. Waste Transporter: Submit the name and address of the proposed waste transporter.
- I. Representations: Submit a signed statement by the Contractor that records of employees' work assignments, certifications, respirator fit tests, and medical records are accurate, up-to-date, and available for inspection.
- J. Notifications and Certificates:
  - 1. Submit a copy of the written "Notification of Demolition and Renovation" to the Environmental Protection Agency. (If required by NESHAP).
  - 2. Submit a State of Alaska Department of Labor (ADOL) approved copy of the written ADOL notification of proposed workers.
  - 3. Submit a copy of Project Designer's current certification.
- K. Competent Person: Submit the name and certifications of the Contractor's proposed Competent Person and a list of his/her previous projects. Certify by signed statement that the Competent Person has the knowledge and training to supervise the work in compliance with the publications listed in Paragraph 1.4 above.
- L. Substitutions: Submit requests for substitutions of materials, equipment and methods.
- M. Updated Project Information: Submit changes to the submitted project information at least 24 hours prior to the effective time of change for the following:
  - 1. Updated schedules.
  - 2. Change in Competent Person.
  - 3. ADOL approval for additional workers.
  - 4. Changes to work plan.
  - 5. Revisions to the EPA notification.
- 1.14 TEST REPORTS: Contractor shall submit periodic test reports, daily logs, and monitoring results as specified herein Submit two (2) copies of the following information within twenty-four (24) hours after the end of a shift:
  - A. Initial Exposure Assessment(s): Submit the results of the Contractor's initial exposure assessment(s).
  - B. Daily Air Monitoring: Submit daily, all results of Contractor's air monitoring (submit no later than 24 hours after the end of the shift). Submittal shall consist of negative air pressure recordings, visual inspection report, field data sheets, and the analytical laboratory's results.
  - C. Project Daily Logs: Submit the previous day's Daily Logs. Logs shall include regulated area sign-in sheets and list of asbestos-containing materials removed including quantities and locations of those materials, in the units used on the drawings. Claims for additional quantities will not be addressed unless daily quantities are submitted.
  - D. Clearance Air Monitoring: Submit draft results of Contractor's clearance air monitoring for

each work area for Owner's review and approval prior to releasing the work area to unprotected workers. FAX or electronic submittals are acceptable. Submittal shall include the following:

1. A signed and dated copy of the final visual inspection report (completed prior to clearance air monitoring) certifying that all dust and debris have been removed from the work area and that all ACM to be removed as required by the contract, were removed.
2. Documentation that clearance air sample collection complied with contract specifications and the approved work plan.
3. Drawings of the work area with sampling locations clearly marked. Work area drawings shall be clearly identified as to their location within the facility.
4. Field data sheets for sampling including: sample locations, calibration device serial number, initial and final pump calibration readings, pump time on and off, initial and final sampling flow rate, pump type and serial number, and sample cassette identification.
5. Laboratory results, signed and dated by the analyst.
6. Data sheets and visual inspection sheets shall be signed and dated by the Industrial Hygiene Technician performing the work.

1.15 **PROJECT COMPLIANCE DOCUMENTS:** Prepare and submit the following records of compliance with hazardous materials regulations following each work area clearance. Submittals may contain segregated submittals for more than one (1) work area. Submittal shall be received by Owner within four (4) weeks following work area clearance. Compliance documents shall be signed and dated and shall include as a minimum:

- A. Waste transport records (40 CFR 61, Figure 4).
- B. Disposal site receipts.
- C. Contractor's "Start" and "Finish" dates for the work area(s).
- D. Daily logs, including regulated area sign in sheets, materials summary, etc (if not previously submitted).
- E. Final work area inspection report(s) and inspector certifications (if not previously submitted).
- F. Final, signed, clean copies of all air sampling field data sheets, location drawings, and air monitoring log, including all clearance data.
- G. Final, signed, clear, legible copies of all analytical laboratory air monitoring test results, including all clearance data, and current laboratory certifications (if changed from previously submitted).
- H. Copies of Asbestos Worker Training certificates for workers on this project and all approved Alaska DOL notifications for those workers.

1.16 **SANITARY FACILITIES:** Provide adequate toilet and hygiene facilities.

1.17 **MATERIAL STORAGE:** Store all materials subject to damage off the ground and secure from damage, weather, or vandalism.

1.18 **ON-SITE DOCUMENTATION:** The Contractor shall maintain on the job site, copies of the following data for safety procedures, equipment, and supplies used for the work.

- A. Equipment: Show the model, style, capacity and the operation and maintenance procedures for the following, as applicable:
  - 1. High-Efficiency, Particulate, Air (HEPA) Filtration units.
  - 2. HEPA Vacuum cleaners.
  - 3. Pressure differential recording equipment.
  - 4. Heat stress monitoring equipment.
- B. Material Safety Data Sheets (MSDS): Each encapsulant, surfactant, solvent, detergent, and other material proposed to be used shall have an MSDS.
- C. Respiratory Protection Plan: The Contractor's and/or Subcontractor's written respirator program.

## PART 2 -PRODUCTS

- 2.1 PERSONAL PROTECTIVE EQUIPMENT: Provide personal protective clothing as approved and selected by the IH.
  - A. Respirators: Provide personally issued and marked respirators approved by the National Institute of Occupational Safety and Health (NIOSH). Provide sufficient replacements for respirators with disposable canisters. Use respirators equipped with dual cartridges whenever both asbestos hazards and other respiratory hazards exist in the work area.
  - B. Provide filter cartridges approved for each airborne contaminant which may be present. NIOSH approved filter cartridges may be used. At no time shall the permissible exposure limit (PEL) for the contaminant exceed the PEL listed in 8 AAC 61.1100.
  - C. Whole Body Protection: Provide approved disposable fire retardant, full body coveralls and hoods fabricated from nonwoven fabric, gloves, eye protection, and hard-hats, and other protective clothing as required to meet applicable safety regulations to personnel potentially exposed to asbestos above the permissible exposure limits (PELs). Wear this protection properly. Full face piece respirators shall meet the requirements of ANSI Z87.1.
  - D. Provide protective personal equipment and clothing at no cost to the workers.
- 2.2 DECONTAMINATION UNIT
  - A. Provide a temporary three-stage decontamination unit, attached in a leak-tight manner to each negative pressure work area. Decontamination units shall consist of a clean room equipped with separate lockers for each worker, a shower room, and an equipment locker room equipped with separate lockers for each worker.
  - B. Shower specifications: Locate flow and temperature controls within the shower where adjustable by the user. Hot water service may be secured from the building hot water system if available, but only with back-flow protection installed by the Contractor at the point of connection, and with prior notification and approval by the Owner. Should sufficient hot water be unavailable, the Contractor shall provide a minimum 40-gallon electric hot water heater with a minimum recovery rate of 20 gallons per minute. Water from the shower room shall not be allowed to wet the floor in the clean room.
- 2.3 WASTE WATER FILTERS: Provide Water Filtration Units with filters of adequate capacity to

treat decontamination water and shower flows. Water filtration unit effluent shall contain less than 7,000,000 asbestos fibers per liter prior to discharge to sanitary sewer or storm drains.

- 2.4 DANGER SIGNS AND TAPE: Post danger signs and tape signs to demarcate areas where asbestos waste is temporarily stored, and, in areas not accessible to the public, where asbestos-containing materials are left in place. Signs and labels shall be in accordance with applicable regulations and codes. The signs posted at work area entrances, exits, decontamination areas, emergency egress, and waste disposal areas shall comply with 29 CFR 1926.1101 and the International Fire Code.
- 2.5 WARNING LABELS: Affix warning labels to all components or containers containing asbestos wastes. Conform labeling to 29 CFR 1926.1101 and 49 CFR 172.
- 2.6 HEPA FILTRATION UNITS: (if required) shall conform to ANSI Z9.2, and HEPA filters shall be UL-586 labeled.
- 2.7 PRESSURE DIFFERENTIAL MONITORING EQUIPMENT: Provide continuous monitoring of the pressure differential with an automatic recording instrument for each negative pressure enclosure. Locate the instrument in a clean area where personnel have access to it without respiratory protection. The instrument shall be fitted with an alarm should the negative pressure drop below -0.02 inches of water column relative to the air outside containment.
- 2.8 CHEMICALS
- A. Adhesives: Adhesives shall be capable of sealing joints of adjacent sheets of polyethylene to finished or unfinished surfaces and of adhering under both dry and wet conditions.
  - B. Mastic Removal Solvents: Mastic removal solvents shall not contain halogenated compounds or compounds with flashpoints less than 60° C (140° F). Solvents shall be compatible with replacement materials.
  - C. Sealants and Encapsulants: Penetrating and bridging encapsulants for asbestos applications. Tint "Lock-Down" encapsulants used in non-finished areas for identification in a color that will not obscure residual asbestos. Encapsulants shall be compatible with replacement materials.
  - D. Surfactant: Use a surfactant specifically designed to effectively wet asbestos. Mix and apply the surfactant as recommended by the manufacturer.
- 2.9 MATERIALS
- A. Disposal Containers: Use disposal containers to receive, retain, and dispose of asbestos-containing or contaminated materials. Label leak tight containers in accordance with the applicable regulations. Non-leak tight containers are not acceptable. Plastic bags shall be a minimum 6-mil polyethylene, pre-printed with approved warning labels. Plastic wrap shall be 6-mil polyethylene sheets, securely wrapped and taped. Disposal containers shall be labeled with "ASBESTOS NA 2212," Contractor's name and location, and a Class 9 label.
  - B. Glove Bags: The glove bags shall be a minimum of 6-mil polyethylene or polyvinylchloride plastic, and specially designed for removal of asbestos-containing materials, with two inward projecting long sleeves and rubber gloves, one inward projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste.

- C. Plastic Sheet: A minimum 6-mil thick flame resistant polyethylene (in accordance with NFPA 701) shall be used unless otherwise specified.
  - D. Tape: Tape shall be capable of sealing joints of adjacent sheets of polyethylene, for attachment of polyethylene sheets to finished or unfinished surfaces and of adhering under both dry and wet conditions.
- 2.10 OTHER MATERIALS: The Contractor shall provide standard commercial quality of all other materials as required to prepare and complete the work.
- 2.11 TOOLS AND EQUIPMENT
- A. The Contractor shall provide tools and equipment as required to prepare and complete the work. Tools and equipment shall meet all applicable safety regulations.
  - B. Transportation equipment shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. All trucks or vans used to transport asbestos shall be enclosed and all containers sealed leak tight. Truck drivers shall have a commercial driver's license with hazardous material endorsement.

### PART 3 -EXECUTION

#### 3.1 WORK AREAS

- A. Regulated Work Areas: Establish regulated work areas in compliance with 29 CFR 1926.1101.
- B. Decontamination Area: Install decontamination areas in compliance with 29 CFR 1926.1101. Decontamination area shall meet fire-exiting requirements of the International Fire Code. Showers shall be provided with hot water and water filtration units.
- C. Negative Pressure Enclosure System: Construct Negative Pressure Enclosure Systems as required by 29 CFR 1926.1101, these specifications, and approved work plan. Signage shall conform to the International Fire Code and 29 CFR 1926.1101. Exhausts from HEPA Filtration Units shall terminate outside of the building.
- D. Notify applicable Fire Marshal as required by the International Fire Code.

#### 3.2 PERSONNEL PROTECTION PROCEDURES

- A. Contractor's Competent Person shall strictly enforce personal protection procedures as required by the approved work plan and all applicable regulations.
- B. Post the decontamination, safety, and work procedures to be followed by workers.
- C. Provide continuous on-site supervision by the approved Competent Person.
- D. Maintain a daily log of all workers and visitors entering regulated work areas. Log shall contain the name of each individual, his or her organization, accurate time of entering and leaving, and purpose of visit.

3.3 ASBESTOS REMOVAL PROCEDURES: Remove asbestos in accordance with the Contractor's Approved Work Plan, applicable regulations and this specification. The Owner shall be notified 24-hours in advance of any asbestos disturbance taking place outside of a Negative Pressure Enclosure System.

3.4 AIR MONITORING

- A. Perform personal, work area, and environmental monitoring for airborne asbestos fibers by industrial hygiene technicians who are employees of (one of) the Contractor's Independent Testing Laboratories.
- B. Conduct air monitoring in accordance with 29 CFR 1926.1101, current EPA guidance, and as specified herein. Calibrate all sampling pumps on-site with a calibrated transfer standard before and after each sample. Built-in rotometers on pumps are not acceptable for calibration. Additional samples beyond the minimum numbers shown below may be necessary if samples are overloaded or require shorter sampling periods to achieve readable samples, due to size of the work force, or due to more than one 8-hour work shifts.
- C. Conduct daily work area and environmental air monitoring per shift as follows:
  - 1. Three (3) air samples within the work area.
  - 2. One (1) air sample located outside the entrance to the work area.
  - 3. One (1) air sample located at the exhaust(s) of the HEPA filtration unit(s) if more than one unit is used, the sampling may be rotated between units, however, each unit must be sampled at least once every three days.
  - 4. Two (2) waste load-out samples for the full duration of the operation, one taken inside the wash-down station and one taken on the clean side of the wash-down station, in addition to the daily work area and environmental samples. (No samples are necessary if no load-out operation is performed.)
- D. Clearance air monitoring shall be conducted by the Contractor's Independent Testing Laboratory subcontractor. The Independent Testing Laboratory may not be hired by the Abatement Subcontractor to perform visual inspections and clearance air monitoring. Owner approval is required before a work area is released to unprotected workers. The Contractor is responsible for all costs associated with clearance and scheduling of visual inspection and clearance air monitoring. The maximum acceptable level of airborne asbestos fibers for work area clearance is 0.01 f/cc for PCM analysis. A minimum of three (3) clearance samples are required for each work area, regardless of the type of analysis. PCM analysis (NIOSH Method 7400) shall be performed for all sample analysis. The Contractor has the option, at its expense and at no cost to the Owner, of re-cleaning the work area and repeating the clearance air monitoring procedures or of having failed phase contrast microscopy (PCM) sample media sent to his/her NVLAP accredited laboratory for TEM analysis by NIOSH Method 7402.
- E. Conduct personal air monitoring in accordance with 29 CFR 1926.1101 and as specified herein.
  - 1. Take personnel samples (excluding excursion samples) at least twice per eight-hour work shift at the rate of one sample for every six people performing that task in the same work area. Persons performing separate tasks or in separate work areas shall be sampled separately.
  - 2. Collect and analyze excursion samples as required by 29 CFR 1926.1101.
  - 3. Continuously monitor all workers disturbing asbestos outside of a Negative-Pressure Enclosure System.



- F. Daily personnel monitoring may be discontinued only after the Contractor's Independent Testing Laboratory certifies in writing that a Negative Exposure Assessment has been obtained and the Owner has reviewed and approved the negative exposure assessment data.
- G. Submit air monitoring results to the Owner as specified in Paragraphs 1.14 and 1.15.

### 3.5 DISPOSAL

- A. Dispose of asbestos wastes in an EPA/DEC permitted asbestos landfill.
- B. Comply with current waste disposal, handling, labeling, storage, and transportation requirements of the waste disposal facility, U.S. Department of Transportation, and EPA regulations.
- C. Workers handling waste shall wear protective clothing and canister type respirators.
- D. Drivers of the waste transport vehicles need not wear respirators while enroute.
- E. Workers shall wear respirators when handling asbestos material at the disposal site.

### 3.6 CLEANING OF WORK AREA

- A. Remove all asbestos material and debris upon completion of asbestos repair or removal within a work area. Wet clean or HEPA vacuum all surfaces within the work area.
- B. Notify the Owner and the Independent Testing Laboratory that asbestos work has been completed and the work area is ready for visual inspection. Include in the visual inspection report a statement that all asbestos in the work area has been removed, repaired and/or encapsulated as required by the contract, and that all debris has been removed.
- C. All required demolition (ACM and non-ACM) shall be completed in each work area prior to clearance air monitoring. Exceptions may be made with prior approval of the Owner.
- D. A lockdown encapsulant shall be applied to all surfaces within the abatement areas prior to performing clearance air monitoring.

### 3.7 CLEARANCE AIR MONITORING

- A. The Contractor and its Independent Testing Laboratory shall conduct and document a visual inspection to verify that all asbestos in the work area has been removed, repaired and/or encapsulated as required by the contract, and that all debris has been removed.
- B. Final clearance air monitoring tests shall not be performed until all areas and materials within the work area are fully clean and dry.
- C. Final clearance air monitoring shall be conducted by the Contractor's Independent Testing Laboratory in accordance with all applicable regulations and the Contractor's approved work plan after passing the visual inspection. PCM analysis (NIOSH Method 7400) shall be performed for all sample analysis.
- D. If the final clearance air monitoring results show that the work area has failed to meet the clearance criteria, the Independent Testing Laboratory shall notify the Owner and the

Contractor. The Contractor shall reclean the work area and request the Independent Testing Laboratory to conduct a follow-up inspection to be followed by another set of clearance air monitoring samples. All work specified in this paragraph shall be done at no additional expense to the Owner.

- E. If the clearance air monitoring results meet the clearance criteria and the specifications for the work and the Owner has reviewed and accepted the clearance results as required by 1.14 D, then the HEPA filtration units may be deactivated (if applicable) and all seals, barriers, barricades, and decontamination areas shall be dismantled and removed and the work area released to unprotected workers.
- F. Submit the final work area inspection report, clearance air monitoring field data sheets and the laboratory air monitoring report to the Owner as specified in Paragraph 1.15.

### 3.8 SUBSTANTIAL COMPLETION

- A. After the work area barriers and temporary construction and equipment have been removed, the Contractor shall inspect the work area to verify that no asbestos debris, contaminated water, or other residue remains. Any remaining residue shall be cleaned up using HEPA vacuum cleaners and wet wiping methods.
- B. The Contractor shall certify that the work area has been cleaned of all asbestos in compliance with the contract, and that there is no unrepaired damage to walls, ceilings, doors, surfaces, equipment or finishes other than that called for by the scope of work.
- C. Costs of restoration of damaged finishes shall be borne by the Contractor.

END OF SECTION

SECTION 028333 - LEAD REMOVAL / DISTURBANCE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work may require the disturbance (including cleanup of existing loose paint), demolition, or removal, and disposal of lead painted and/or lead-containing materials from 825 W. Northern Lights Boulevard Anchorage, AK 99503 as specified herein.

Items to be disturbed may include, but are not limited to:

1. Painted interior and exterior building components.
2. Painted doors and frames.
3. Painted mechanical and electrical equipment.
4. Lead caulking in bell and spigot pipe joints.
5. Lead in pipe solder at copper pipe fittings.
6. VTR roof vents.

- B. Personnel performing work in these areas must comply with the requirements of 29 CFR 1926.62.
- C. The work includes all air monitoring, waste testing and disposal as specified herein. Materials listed are not necessarily hazardous waste or hazardous to handle. Lead-containing paints or materials identified for demolition and disposal shall be tested by the Toxicity Characteristics Leaching Procedure (TCLP) to determine if they are hazardous waste prior to disposal. Metal waste shall be recycled where practical.
- D. All work disturbing lead-containing materials shall comply with 29 CFR 1926.62, 40 CFR 745 and other applicable regulations.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 00 23 00 Hazardous Material Survey Report
- B. Section 02 82 13 Asbestos Abatement
- C. Section 02 41 16 Structural Demolition

- 1.3 DEFINITIONS AND ABBREVIATIONS: Definitions and abbreviations are provided in the applicable publications listed in Paragraph 1.4 of this section.

1.4 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced.

825 W. Northern Lights Demo

- A. General Requirements: All work shall be performed in compliance with the International Building, Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Code; Uniform Plumbing Code; the National Electrical Code; and the publications listed in this section that are in effect at the time of the bidding of this contract.
- B. Title 29 Codes of Federal Regulations (CFR), Department of Labor (USDOL)
  - Part 1910 General Occupational Safety and Health Standards
  - Part 1926 Safety and Health Regulations for Construction
- C. Title 40 CFR, Environmental Protection Agency (EPA)
  - Part 61 National Emission Standards for Hazardous Air Pollutants
  - Part 311 Worker Protection Part 763 Asbestos
- D. Title 49 CFR, Department of Transportation (DOT)
  - Part 171 General Information, Regulations and Definitions
  - Part 172 Hazardous Materials Communication and Regulations
  - Part 173 General Requirements for Shipments and Packaging
  - Part 177 Carriage by Public Highway
  - Part 178 Specifications for Packaging
  - Part 382 Requirements for Drug Testing
  - Part 383 Commercial Driver's License Standards
- E. State of Alaska Administrative Codes (AAC)
  - 8 AAC 61 Occupational Safety and Health Standards
  - 18 AAC 60 Solid Waste Management
- F. State of Alaska Statutes
  - AS 18.31 Health and Safety –Asbestos
  - AS 45.50.477 Titles Relating to Industrial Hygiene
- G. Federal Standards
  - 313D Material Safety Data Sheets
- H. American National Standard Institute (ANSI)
  - Z9.2 Local Exhaust Systems
  - Z87.1 Eye and Face Protection
  - Z88.2 Practices for Respiratory Protection
- I. American Society for Testing and Materials (ASTM)
  - D-4397 Polyethylene Sheeting
- J. International Code Institute International Building (IBC), Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Codes Current Standards
- K. National Fire Protection Association (NFPA) NFPA 701 Fire Tests for Flame Resistant Textiles and Films
- L. National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods, Current Edition

- M. Underwriters Laboratories (UL)  
UL 586 High-Efficiency, Particulate, Air (HEPA) Filter Units

## 1.5 QUALITY ASSURANCE

- A. On-site Observation:
  - 1. The safety and protection of the Contractor's employees, Subcontractor's employees, Owner's employees, the facility, and the public is the sole responsibility of the Contractor.
  - 2. The Owner, the Owner's Representative, or representatives of State or Federal agencies may make unannounced visits to the site during the work. The Contractor shall make available two complete sets of clean, protective clothing for such visitor use. If the work requires the use of PAPR or Supplied Air Respirators, the contractor shall provide respirators to the visitor to ensure compatibility with fresh batteries or supplied air system. It is the visitor's responsibility to ensure medical qualification, training, and current "fit test" prior to using any respirator provided by the Contractor.
  - 3. If the Owner or agency visitor determines that practices are in violation of applicable regulations, they will immediately notify the Contractor that operations must cease until corrective action is taken. Such notification will be followed by formal confirmation.
  - 4. The Contractor shall stop work after receiving such notification. The work may not be restarted until the Contractor receives written authorization from the Owner.
  - 5. All costs resulting from such a stop work order shall be borne by the Contractor and shall not be a basis for an increase in the contract amount or an extension of time.
- B. Monitoring and Testing: Monitoring and testing during the work shall be performed as follows:
  - 1. The Contractor shall hire Independent Testing Laboratories to collect and evaluate all air and toxicity characteristic leaching procedure (TCLP) samples that are the responsibility of the Contractor. The Contractor shall direct its laboratories, in writing, to release monitoring and testing data, and all other pertinent data and records, to the Owner.
  - 2. The Contractor shall be responsible for monitoring its employees for potential exposure to airborne contaminants as required by this specification and all applicable regulations.
  - 3. The Contractor shall be responsible for work area monitoring and environmental monitoring outside the work area as required by this specification.
  - 4. The Owner may perform monitoring and testing inside the building, inside the work areas, and on the Contractor's employees while work is underway and at any time during the work.
  - 5. Final inspection and TCLP testing shall be conducted by the Contractor.  
The Contractor shall have its Independent Testing Laboratories archive all samples until the successful completion of the project.
- C. Additional Sampling of Suspect Materials:
  - 1. The Contractor and all Subcontractors shall be vigilant during demolition in the event additional suspect lead or hazardous materials are encountered. If suspect lead or hazardous materials not previously identified are encountered, the contractor shall stop work that may be affected by this material and immediately notify the Owner. The Owner or the Owner's Representative will provide recommendations and additional testing if necessary.
  - 2. The Contractor and all Subcontractors shall notify the Owner prior to any bulk sampling of suspect lead-containing material or other hazardous materials to allow the Owner or Owner's Representative to be present during such sampling.

## 1.6 PROTECTION OF EXISTING WORK TO REMAIN: Perform lead removal in the project work areas

without damage or contamination of adjacent work or facilities.

#### 1.7 MEDICAL REQUIREMENTS

- A. Institute and maintain a surveillance program in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.
- B. Institute and maintain a random drug testing program, as required by 49 CFR 382, for all drivers of vehicles transporting hazardous materials.

1.8 TRAINING: Employ only workers who are trained and certified as required by 29 CFR 1910, 29 CFR 1926, 40 CFR 311, 40 CFR 745 and 49 CFR 383 to remove, encapsulate, barricade, transport, or dispose of lead-containing materials.

1.9 PERMITS, IDENTIFICATION NUMBERS AND NOTIFICATIONS: Secure necessary permits for hazardous material removal, storage, transport and disposal and provide timely notification as required by federal, state, and local authorities.

1.10 SAFETY AND ENVIRONMENTAL COMPLIANCE: Comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, and disposing of hazardous materials and all other construction activities.

1.11 RESPIRATOR PROGRAM: Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.

1.12 HAZARD COMMUNICATION PROGRAM: Implement a hazard communication program in accordance with 29 CFR 1910.1200.

#### 1.13 SUBMITTALS

- A. Submit the following documentation to the Owner for review, approval or rejection. Work shall not begin until submittals are approved.
  - 1. Shop drawings.
  - 2. Work plan.
  - 3. Liability insurance policy and performance bond.
  - 4. Schedule.
  - 5. Independent testing laboratory and laboratory personnel.
  - 6. Disposal site designations.
  - 7. Waste transporter designations.
  - 8. Representations.
  - 9. "Competent Person" designation and experience.
  - 10. EPA Training certifications and notification plan, if required.
  - 11. Request for substitutions.
- B. Shop drawings shall show:
  - 1. Boundaries of each lead work area, if required.
  - 2. Location and construction of decontamination stations, if required.
  - 3. Location of temporary site storage facilities.

4. Location of air monitoring stations, both in and outside of the work area.
  5. Emergency egress route(s).
  6. Location of negative pressure exhaust systems, if required.
- C. The work plan shall include procedures for:
1. Work area set-up and protection.
  2. Worker protection and decontamination.
  3. Initial exposure determination(s).
  4. Lead removal procedures.
  5. Waste testing, transport, and disposal procedures.
  6. Monitoring and testing procedures (Sampling and Analysis Plan).
  7. Spill clean-up emergency procedures.
  8. Method of owner/occupant notification as per 40 CFR 745, if required.
- D. Insurance Policy and Bond: Submit copies of the Contractor's or Subcontractor's insurance policy and performance bond. Submittal requirement is only to ensure that the insurance certificate(s) show specific coverage for the potentially hazardous materials being handled by this project. The insurance and bond amounts and certificate holder requirements are addressed in other portions of the contract documents and are not covered as part of this submittal requirement.
- E. Schedule: Submit construction schedule by work area.
- F. Independent Testing Laboratories and Laboratory Personnel: Submit the name, location, and phone number of proposed independent testing laboratories, and the names and certifications of the industrial hygiene technicians. Include the laboratory's accreditation. Not all laboratories will require all accreditations.
1. The Independent Testing Laboratories shall be acceptable to Owner.
  2. Submit evidence that the laboratory is currently judged proficient in lead analysis, as determined by the Environmental Lead Proficiency Analytical Testing (ELPAT) Program, of the American Industrial Hygiene Association (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP) for lead in paint chip, soil, and dust wipe samples.
  3. Submit evidence that the laboratory is currently certified by OSHA to perform blood lead analysis.
  4. Submit evidence that the laboratory has demonstrated proficiency as determined by ELPAT or ELLAP performance for NIOSH Method 7082 and/or NIOSH Method 7105 analytical method for the determination of lead in air.
  5. Submit evidence that the laboratory has demonstrated proficiency in performing analyses according to Method 1311 TCLP, corresponding to the current version of Test Methods for Evaluating Solid Wastes (Chemical Physical Methods), SW-846. Evidence may include successful participation in a recognized inter-laboratory quality control program such as a laboratory certified by the California Health and Welfare Agency, Department of Health Services, or a more informal inter-laboratory quality control program.
  6. Submit evidence that the laboratory is currently accredited by the American Industrial Hygiene Association (AIHA).
  7. Submit the name, address, telephone number, and résumé of the Contractor's Industrial Hygienist (IH) who prepared the Sampling and Analysis Plan and will oversee the on-site monitoring, visual inspections and clearance testing. Submit the names, addresses, and résumés of industrial hygiene technicians who may assist the IH for on-site tasks. Submit documentation that the IH

- has all the qualifications for the assigned duties as required by the Contractor's liability insurance policy.
8. Submit copies of the Contractor's letter to each of the independent testing laboratories, directing each to release all the results for this project to the Owner, as these results become available and as specified herein.
- G. Disposal Site: Submit the name and location of the proposed Environmental Protection Agency (EPA) permitted disposal site.
  - H. Waste Transporter: Submit the name and address of the proposed waste transporter.
  - I. Representations: Submit statement by the Contractor that records of employees' work assignments, certifications, respirator fit tests, and medical records are accurate, up-to date, and available for inspection.
  - J. Competent Person: Submit the name and certifications of the Contractor's proposed Competent Person and a list of his/her previous projects. Certify that the Competent Person has the knowledge and training to supervise the work in compliance with the publications listed in Paragraph 1.4 above.
  - K. Substitutions: Submit requests for substitutions of materials, equipment and methods.
  - L. Updated Project Information: Submit changes to the submitted project information at least 24 hours prior to the effective time of change for the following:
    1. Updated schedules for lead removal.
    2. Change in Competent Person.
    3. Changes to work plan.
- 1.14 TEST REPORTS: Submit the following documentation produced during the work as soon as received:
- A. Project Daily Logs: Submit the previous day's Daily Logs. Logs shall include regulated area sign-in sheets and list of lead-containing materials removed, including quantities and locations of those materials, in the units used on the drawings. Claims for additional quantities will not be addressed unless daily quantities are submitted.
  - B. Monitoring and testing data sheets and laboratory reports.
- 1.15 PROJECT COMPLIANCE DOCUMENTS: Submit the following documents to the Owner with application for final payment:
- A. Contractor's actual project "Start and Finish" dates.
  - B. Waste testing results per Paragraph 3.5 (A).
  - C. Waste Shipment Records (Manifest EPA form 8700-22) if required.
  - D. Clearance sampling and soil sampling data sheets (if required) and laboratory reports.
  - E. Disposal site receipts.



- F. Final clearance submittals as outlined in 3.7 (if required).
- G. Evidence that each employee who was engaged in lead disturbance/removal work or who was exposed to lead completed training on lead covering the requirements of 29 CFR 1926.62 and 40 CFR 745, if required.

1.16 SANITARY FACILITIES: Provide adequate toilet and hygiene facilities.

1.17 MATERIAL STORAGE: Store all materials subject to damage off the ground and secure from damage, weather, or vandalism.

1.18 ON-SITE DOCUMENTATION: Maintain on the job site, copies of the following data for safety procedures, equipment, and supplies used for the work.

- A. Equipment: Show the model, style, capacity and the operation and maintenance procedures for the following, as applicable:
  - 1. High-Efficiency, Particulate, Air (HEPA) Filtration units.
  - 2. HEPA Vacuum cleaners.
  - 3. Pressure differential recording equipment.
  - 4. Heat stress monitoring equipment.
- B. Material Safety Data Sheets (MSDSs): Maintain MSDSs for each encapsulant, surfactant, solvent, detergent, and other material proposed to be used.
- C. Respiratory Protection Plan: The Contractor's written respirator program.

## PART 2 - PRODUCTS

2.1 PERSONAL PROTECTIVE EQUIPMENT: Provide personal protective clothing as approved and selected by the IH.

- A. Respirators: Provide personally issued and marked respirators approved by the National Institute of Occupational Safety and Health (NIOSH). Provide sufficient replacements for respirators with disposable canisters. Use respirators equipped with dual cartridges whenever both lead hazards and other respiratory hazards exist in the work area.
- B. Provide filter cartridges approved for each airborne contaminant which may be present. NIOSH approved filter cartridges may be used. At no time shall the permissible exposure limit (PEL) for the contaminant exceed the PEL listed in 8 AAC 61.1100.
- C. Whole Body Protection: Provide approved aprons, gloves, eye protection, and hard-hats, and other protective clothing as required to meet applicable safety regulations to personnel potentially exposed to lead dust or fumes above the permissible exposure limit (PEL). Wear this protection properly. Full facepiece respirators shall meet the requirements of ANSI Z87.1.
- D. Provide protective personal equipment and clothing at no cost to the workers.

## 2.2 DECONTAMINATION UNIT

- A. Provide a temporary three-stage decontamination unit, attached in a leak-tight manner to each Contained Work Area. Decontamination units shall consist of a clean room equipped with separate lockers for each worker, a shower room, and an equipment locker room equipped with separate lockers for each worker.
  - B. Shower specifications: Locate flow and temperature controls within the shower and be adjustable by the user. Hot water service may be secured from the building hot water system if available, but only with back-flow protection installed by the Contractor at the point of connection, and with prior notification and approval by the Owner. Should sufficient hot water be unavailable, the Contractor shall provide a minimum 40 gallon electric hot water heater with a minimum recovery rate of 20 gallons per hour. Water from the shower room shall not be allowed to wet the floor in the clean room.
- 2.3 WASTE WATER FILTERS: Install the waste water filters in a series of stages with the final filtration stage sufficient to meet discharge standard of 18 AAC 70 and/or any local sewage system discharge limit for lead. Size the waste water pump for 1.25 times the shower head flow-rate. Dispose all filters as lead contaminated waste.
- 2.4 WARNING SIGNS AND TAPE: Post warning signs and tape at the boundaries and entrances to lead disturbance and removal work areas. Signs required by other statutes, regulations, or ordinances may be posted in addition to, or in combination with, this warning sign. Conform warning signs and tape to the requirements of 29 CFR 1926.62.
- 2.5 WARNING LABELS: Affix warning labels to all hazardous waste disposal containers as described in the Contractor's approved Solid Waste Disposal Plan. Conform labeling to 29 CFR 1926.62 and 49 CFR 100-199.
- 2.6 TOOLS: Vacuum cleaners shall be equipped with HEPA filters. Use only approved power tools to remove lead-containing material. Do not use open-flame and electric element heat-gun type tools with temperatures in excess of 700°F to remove lead-containing material. Remove all residual lead contamination from reusable tools being removed from lead disturbance or removal work areas. Electrical tools and equipment shall be UL listed.
- 2.7 AIR MONITORING EQUIPMENT: The Contractor's IH shall select the air monitoring equipment to be used for the evaluation of airborne lead.
- 2.8 EXPENDABLE SUPPLIES: Provide flame resistant 6-mil thick polyethylene sheet plastic shall be provided in widths necessary to minimize seams.
- 2.9 MATERIAL SAFETY DATA SHEETS (MSDSs): Provide MSDSs for all chemical materials brought onto the work-site.
- 2.10 OTHER ITEMS: Provide other items, such as consumable materials, disposable and/or reusable cleaning equipment and hand tools, or miscellaneous construction equipment and materials, in sufficient quantity as necessary to fulfill and complete the requirements of the contract. Electrical equipment and supplies shall be UL listed.
- 2.11 ENCAPSULANTS: Encapsulants shall contain no toxic or hazardous substances. Encapsulants shall be compatible with the products to which they are applied and be compatible with replacement products.

## PART 3 - EXECUTION

### 3.1 WORK AREAS

- A. Lead Control Areas: A control area, structure or containment where lead-containing or contaminated materials are being disturbed. Critical barriers and/or physical boundaries shall be employed to isolate the lead control area and to prevent migration of lead contamination and unauthorized entry of personnel.
- B. Building Ventilation System: Shut down and isolate by air-tight seals all building ventilation systems supplying air into or returning air from a lead control area or contained lead work area.
- C. Building Electrical Systems: Verify that the electrical service is deactivated, disconnected and locked out where necessary for wet washing and/or removal. Provide temporary electrical service, equipped with ground fault protection, where needed.

### 3.2 PERSONNEL PROTECTION PROCEDURES

- A. Initial Determination: An initial determination is required in the absence of acceptable prior exposure data in accordance with 29 CFR 1926.62. Establish an initial lead work area for each material to be disturbed and each disturbance procedure if required. Isolate these lead work areas from the rest of the building. Personnel working in these areas shall wear respiratory protection and personal protective equipment as directed by the IH. Perform personal and work area air monitoring as directed by the IH. Operational decontamination facilities shall be available. Work performed shall be representative of the work to be done during the remainder of the project.
- B. Respirator Evaluation: Upgrading, downgrading, or not requiring respirators shall be recommended by the Contractor's IH based on the measured airborne lead-containing dust concentrations. Immediately implement recommendations to upgrade the respiratory protection shall be implemented immediately, followed by notification to the Owner. NOTE: Submit recommendations in writing to downgrade respirator type or not require respirators to the Owner for review and written approval prior to implementation.
- C. Decontamination Procedures: Worker and material decontamination procedures shall be as described in the Contractor's approved work plan. Worker decontamination shall be as directed by the Contractor's competent person.
- D. Work Stoppage: Stop work if the IH, the Owner, or a representative of a regulatory agency determines that the work is not in compliance with the Contractor's approved work plan, these specifications, or applicable laws and regulations. The Contractor shall stop work and notify the Owner whenever the measured concentrations of lead outside the lead control area equal or exceed 30 µg/m for airborne lead or 200 µg/ft for lead dust on surfaces that would normally be accessible by building occupants. When such work stoppage occurs, the cause of the contamination shall be corrected and the damaged or contaminated area shall be restored to its original decontaminated condition by the Contractor at no expense to the Owner. The Contractor is responsible for removing dusts and debris that were generated as a result of his work.
- E. The Contractor shall adhere to all applicable regulations regarding entry into confined spaces.

### 3.3 LEAD DISTURBANCE AND REMOVAL PROCEDURES

- A. General: Perform lead disturbance or removal work in accordance with the Contractors approved work plan, applicable regulations and this specification.
- B. Pre-Cleaning: Removal of existing loose paint chips is included in the scope of work. Pre-clean surfaces by HEPA vacuum and wet washing/wiping prior to the establishment of a work area.
- C. For renovation work that is regulated by 40 CFR 745, comply with the work practice standards of that regulation.

### 3.4 MONITORING AND TESTING: Conduct daily sampling in accordance with the Contractor's accepted Sampling and Analysis Plan and this specification. The Owner may conduct air monitoring in the Contractor's work areas and on the Contractor's employees.

- A. Perform environmental air monitoring outside the lead work area for each lead work area without a negative initial determination. Include at least one sample immediately outside the entrance to the lead work area.
- B. Take personnel samples in accordance with 29 CFR 1926.62. Personal samples for an employee will include a minimum of two samples per 8 hour shift. Employees will be monitored at the rate of at least one employee for every eight people performing each task in each work area. Persons performing separate tasks or in separate lead work areas shall be sampled separately.
- C. Reduction of monitoring: For each operation for which the Negative Initial Determination established workers' exposure will be below the action level, the Contractor's IH may petition the Owner's Representative to recommend that the monitoring as required above be reduced for the specific task or operation.

### 3.5 DISPOSAL

- A. Sampling of Waste Materials: The Contractor shall test waste materials according to 40 CFR 261 and the disposal site's permit to determine if they are hazardous waste and to dispose of them accordingly. Collect, package and transport to an EPA approved Hazardous Waste Disposal Site all bulk debris, loose paint chips, fines, dust from HEPA filters and vacuum bags, unfiltered waste water, water filter cartridges, disposable personal protective equipment (including respirator filters, poly, and tape) which do not have TCLP test results that classify the material as non-hazardous for lead. Lead-acid batteries and other batteries are classified by the EPA as Universal Wastes. The EPA encourages that all Universal Wastes be recycled in accordance with 40 CFR 273, or in the case of lead-acid batteries, in accordance with 40 CFR 266, subpart G.
- B. Hazardous Waste Disposal: Dispose of hazardous project wastes as required by 40 CFR 260 and the Contractor's approved work plan.
- C. Construction (Non-Hazardous) Waste Disposal: Dispose of solid (non-hazardous) waste in a permitted waste facility, in accordance with applicable federal, state, and local laws and regulations. Burning of waste is prohibited.
- D. Salvageable Materials: The Contractor may salvage metallic lead, lead-acid batteries and other

materials to keep such materials from entering the project waste stream. Sell or transfer salvage with a document of exempt status as provided by 40 CFR 261.

E. Waste Storage: Temporarily store solid wastes as described in the approved work plan.

3.6 FINAL CLEANING AND VISUAL INSPECTION: Perform a final cleaning and visual inspection of each lead control area prior to release to unprotected workers in accordance with the Contractor's approved work plan. Clean the lead control area by vacuuming with a HEPA filtered vacuum cleaner, wet mopping or wet wiping. Do not dry sweep or use pressurized air to clean up the area. A final visual inspection report shall be provided by the Owner's Representative verifying that all lead disturbance required by the contract has been completed and that all visible dust and debris subject to disturbance by the planned work under this contract have been removed and the area HEPA vacuumed, wet mopped or wet wiped.

### 3.7 SUBSTANTIAL COMPLETION

- A. After the work area barriers and temporary construction and equipment have been removed, the Contractor shall inspect the work area to verify that no lead debris, contaminated water, or other residue remains. Any remaining residue shall be cleaned up using HEPA vacuum cleaners and wet wiping methods.
- B. The Contractor shall certify that the work area has been cleaned of all lead in compliance with the contract, and that there is no unrepaired damage to adjacent buildings.
- C. Costs of restoration of damaged adjacent buildings shall be borne by the Contractor.

END OF SECTION



825 W. Northern Lights Blvd

Anchorage, Alaska

Hazardous Material Inspection Report

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**00 23 00**

Prepared for:

Rim Architects

645 G Street, Suite 400

Anchorage, AK 99501

Prepared by:

White Environmental Consultants, Inc.

383 Industrial Way, Suite 300

Anchorage, AK 99501

July 6, 2015

**00 23 00**

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## Scope of Work

On June 2<sup>nd</sup> and July 2<sup>nd</sup>, 2015 White Environmental Consultants Inc. (WEC) performed a hazardous material inspection of the building located at W. Northern Lights Blvd Anchorage, Alaska.

The purpose of this inspection is to provide our client, RIM Architects, with professional guidance from which they may fulfill all relevant environmental and worker health and safety obligations through compliance with applicable Environmental Protection Agency (EPA), Alaska Department of Environmental Conservation (ADEC), and the Federal Occupational Safety and Health Administration (OSHA) and the Alaska's Department of Occupational Safety and Health (AKOSH) regulations during demolition activities conducted at the aforementioned property.

The interior and exterior of the building was inspected and/or sampled for asbestos containing materials (ACM) and suspected lead-containing paint (LCP) to determine specific renovation and disposal activities required if these materials are present. Thermostats were visually inspected for mercury containing switches and fluorescent light fixtures were inspected for PCB (poly chlorinated biphenyl) ballasts.

WEC collected 33 samples consisting of 46 layers of suspected asbestos containing materials (ACM). Suspect materials identified and sampled include:

- Joint Compound
- 12x12 Floor Tile & Mastic
- Ceiling Texture
- Wall Texture
- Sheet Vinyl
- Mirror Adhesive
- Wall Panel Mastic
- Grout
- Carpet Mastic
- Asphaltic Roofing
- Roof Mastic
- Roof Sealant

The materials listed above are an inventory of suspect ACM found throughout the building located at 825 W. Northern Lights Blvd Anchorage, AK; sample results by material will be addressed in the findings section of the report.

WEC collected 7 samples of suspect lead containing paints from various locations throughout the building, interior and exterior. The purpose of the paint sampling was to characterize suspect paints to determine the need, if any, of lead compliance measures during the demolition process. Analysis was performed by flame atomic absorption spectroscopy EPA Method SW846-3050B (M).



## Inspection Findings

### 825 W. Northern Lights Blvd - Asbestos Containing Materials (ACM)

WEC personnel collected 33 samples for a total of 46 discrete layers of suspected asbestos containing building materials from the building located at 825 W. Northern Lights Blvd Anchorage, AK. Of the 46 sample layers collected, 2 samples were found to contain asbestos. A summary of the materials containing asbestos is shown below and is described as positive along with the percentage of asbestos contained in the product.

SAMPLE ID#	MATERIAL	LOCATION	ASBESTOS CONTENT
085-23	Joint Compound	South Entryway Ceiling	5%
085-33	Joint Compound	South Entryway Ceiling	5%

### Compliance Recommendations - Asbestos

#### Joint Compound:

Nine samples of joint compound were taken from the interior of the building. Two of the nine samples were found to contain asbestos from within the south entryway (ceiling). Joint compound in wall systems is considered to be a non-friable Category II asbestos containing material by the Environmental Protection Agency, and subject to Class II removal procedures as described by the Occupational Safety and Health Administration (OSHA) in 29 CFR.1910.1011. Any disturbance of gypsum wallboard in the south entryway should only be performed by state certified asbestos abatement personnel.

#### Regulatory Authority

Code of Federal Regulations EPA 40 CFR Part 61 Subpart M (NESHAP), §61.145 Standard for demolition and renovation requires the removal of all Regulated asbestos-containing materials (RACM) from a building being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. Regulated asbestos containing material (RACM) is defined as (a) friable asbestos material, (b) Category 1 non-friable ACM that has become friable, (c) Category I non-friable ACM that will or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of

becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

EPA 40 CFR 61 Subpart M National Emission Standard for Asbestos requires the removal of regulated asbestos containing materials prior to the renovation or demolition of a building.

OSHA 29 CFR 1926.1101 requires specific worker training and removal methods for all asbestos disturbances in renovation and demolition procedures.

Always test building materials before disturbing the material in any way. Disturbance is defined as any activity that could disrupt the material's matrix that secures asbestos fibers within the material. Disturbance includes, but is not limited to, sanding, cutting, screwing, and nailing into the substrate.

## 825 W. Northern Lights Blvd - Lead Containing Paint (LCP)

WEC personnel collected seven samples of suspected lead containing paints from the interior and exterior of the building located at 825 W. Northern Lights Blvd Anchorage, Alaska. Samples were analyzed by EPA Method SW846 – 7420. A summary of the materials paint analyses is shown below.

Client Sample ID #	Sampling Location	Results, parts per million (ppm) Total Lead	Limit of Detection, parts per million (ppm) Total Lead
085-P01	Exterior Concrete Slab, Main Entryway	<80	80
085-P02	Exterior Covered Entryway, CMU Wall	<95	95
085-P03	Metal Door, Interior Paint East Side Near Restrooms	<85	85
085-P04	Main Entry Alcove, CMU Wall	<95	95
085-P05	East Wall, Dining Area	<95	95
085-P06	East Wall, Server Room	<60	60
085P-07	Exterior South Side, CMU Wall	19,000	79

## **Compliance Recommendations – Lead**

The HUD/EPA term “lead-based paint” addresses the layers of paint on an applicable surface having lead equal to or greater than 1.0 mg/cm<sup>2</sup> or 5,000 parts per million. The EPA does not indicate any safe levels of lead on painted components of a waste stream and requires a Toxicity Characteristic Leachate Procedure (TCLP) test to be performed on the waste stream to determine disposal requirements.

The OSHA Lead-in-Construction standard (29 CFR 1926.62) applies to all construction work where an employee may be occupationally exposed to *any detectable level* of lead, including demolition or salvage of structures where lead or materials containing lead are present. Based on these results OSHA lead compliance measures need to be implemented for the demolition of the building and Toxicity Characteristic Leachate Procedure (TCLP) test to be performed on the waste stream to determine disposal requirements.

OSHA (29 CFR 1926.62) “Lead in Construction” has specific requirements when working in the presence of lead and where there is a potential for employee exposure to airborne lead.

1. Employee training.
2. Employee exposure assessments
3. Lead compliance plan

## **PCB Ballasts and Mercury Thermostats**

During the course of the visual inspection no mercury thermostat switches were observed in the building. Light ballasts were inspected randomly and no PCB (poly chlorinated biphenyl) ballasts were found to be present in the three bulb fluorescent light fixtures that were observed. Any PCB ballast discovered will need to be removed from the building prior to demolition and be properly disposed of in accordance to local, state, and federal regulations. A Mercury toxicity Characteristic Leachate Procedure (TCLP) sample representing the fluorescent bulbs present on the site will need to be performed on the waste stream to determine disposal requirements.

## **Limitations**

WEC performed a hazardous material inspection of the interior and exterior of the building located at 825 W. Northern Lights Blvd Anchorage, Alaska. Asbestos-containing materials may exist in areas not accessible at the time of inspection. Other suspect materials discovered during demolition not covered in this survey should be assumed to contain asbestos and treated as such until further sampling shows materials do not contain asbestos.

# Appendix A

## Bulk Asbestos Analytical Report / Field Collection Forms

**Bulk Sample Analysis for Asbestos**

**WL Project #:** LA-013064

**Client Project #:** 085-15

**Report #:** 609468

**Report By:** G. Caudill

**Report Date:** 06/03/2015

**Client:** White Environmental Consultants, Inc

383 Industrial Way, Suite #200  
Anchorage, AK, 99501

Billing Number: 25006

**Collected By:** R. Klaswick

**Collection Date:** 06/02/2015

**Analysis By:** D. Milton

**Analysis Date:** 06/03/2015

**Received By:** J. Hicklin

**Received Date:** 06/02/2015

**TAT:** 5 Day

**Sample Count:** 29 **Layer Count:** 42

**Project Name/Location:** Rim Architects: 825 W. Northern Lights Demolition

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-01	AB15-04435A	Kitchen		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Black		No	Floor Tile	1 of 2
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-01	AB15-04435B	Kitchen		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Brown		No	Floor Tile Mastic	2 of 2
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-02	AB15-04436	Outside Utility Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Yellow		No	Adhesive	1 of 1
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-03	AB15-04437A	Communications Closet		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Black		No	Floor Tile	1 of 2
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials: 100%**

**Bulk Sample Analysis for Asbestos**

WL Project #: LA-013064

Report #: 609468

Client Project #: 085-15

Report By: G. Caudill

Report Date: 06/03/2015

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-03	AB15-04437B	Communications Closet	Yellow/Brown	No	Floor Tile Mastic	2 of 2
<b>Asbestos: None Detected</b>						
<b>Other Fibrous: None Detected</b>						

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-04	AB15-04438	Communications Closet	Rose	No	Sheet Vinyl	1 of 1
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>						
				<b>Fibrous %</b>		
			Cellulose	10%		
			Fibrous Glass	5%		
			Synthetic	10%		

Other Fibrous Materials: 25%

Non-Fibrous Materials: 75%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-05	AB15-04439	Communications Closet	Off-White	No	Joint Compound	1 of 1
<b>Asbestos: None Detected</b>						
<b>Other Fibrous: None Detected</b>						

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-06	AB15-04440	Server Room	White	No	Joint Compound	1 of 1
<b>Asbestos: None Detected</b>						
<b>Other Fibrous: None Detected</b>						

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-07	AB15-04441A	Server Room	Brown	No	Flooring	1 of 4
<b>Asbestos: None Detected</b>						
<b>Other Fibrous: None Detected</b>						

Non-Fibrous Materials: 100%

**Bulk Sample Analysis for Asbestos**

WL Project #: LA-013064

Report #: 609468

Client Project #: 085-15

Report By: G. Caudill

Report Date: 06/03/2015

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-07	AB15-04441B	Server Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Clear		No	Floor Mastic	2 of 4

<b>Asbestos: None Detected</b>
<b>Other Fiberous: None Detected</b>

Non-Fiberous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-07	AB15-04441C	Server Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Blue		No	Flooring	3 of 4

<b>Asbestos: None Detected</b>
<b>Other Fiberous: None Detected</b>

Non-Fiberous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-07	AB15-04441D	Server Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Clear		No	Floor Mastic	4 of 4

<b>Asbestos: None Detected</b>
<b>Other Fiberous: None Detected</b>

Non-Fiberous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-08	AB15-04442	Kitchen		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Ceiling Texture	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fiberous: None Detected</b>

Non-Fiberous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-09	AB15-04443	Bar		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
White		No	Ceiling Texture	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fiberous: None Detected</b>

Non-Fiberous Materials: 100%



**Bulk Sample Analysis for Asbestos**

WL Project #: LA-013064

Report #: 609468

Client Project #: 085-15

Report By: G. Caudill

Report Date: 06/03/2015

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer														
085-10	AB15-04444	Seating Area- E Wall	White	No	Joint Compound	1 of 1														
<table border="1"> <tr> <td align="center" colspan="7"><b>Asbestos: None Detected</b></td> </tr> <tr> <td align="center" colspan="7"><b>Other Fibrous: None Detected</b></td> </tr> </table>							<b>Asbestos: None Detected</b>							<b>Other Fibrous: None Detected</b>						
<b>Asbestos: None Detected</b>																				
<b>Other Fibrous: None Detected</b>																				

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer														
085-11	AB15-04445	Utility Closet	White	No	Joint Compound	1 of 1														
<table border="1"> <tr> <td align="center" colspan="7"><b>Asbestos: None Detected</b></td> </tr> <tr> <td align="center" colspan="7"><b>Other Fibrous: None Detected</b></td> </tr> </table>							<b>Asbestos: None Detected</b>							<b>Other Fibrous: None Detected</b>						
<b>Asbestos: None Detected</b>																				
<b>Other Fibrous: None Detected</b>																				

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer														
085-12	AB15-04446	SE Seating Area	Tan	No	Adhesive	1 of 1														
<table border="1"> <tr> <td align="center" colspan="7"><b>Asbestos: None Detected</b></td> </tr> <tr> <td align="center" colspan="7"><b>Other Fibrous: None Detected</b></td> </tr> </table>							<b>Asbestos: None Detected</b>							<b>Other Fibrous: None Detected</b>						
<b>Asbestos: None Detected</b>																				
<b>Other Fibrous: None Detected</b>																				

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer														
085-13	AB15-04447	Seating Area	Yellow	No	Carpet Mastic	1 of 1														
<table border="1"> <tr> <td align="center" colspan="7"><b>Asbestos: None Detected</b></td> </tr> <tr> <td align="center" colspan="7"><b>Other Fibrous: None Detected</b></td> </tr> </table>							<b>Asbestos: None Detected</b>							<b>Other Fibrous: None Detected</b>						
<b>Asbestos: None Detected</b>																				
<b>Other Fibrous: None Detected</b>																				

Non-Fibrous Materials: 100%

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer														
085-14	AB15-04448	Men's Room	Gray	No	Grout	1 of 1														
<table border="1"> <tr> <td align="center" colspan="7"><b>Asbestos: None Detected</b></td> </tr> <tr> <td align="center" colspan="7"><b>Other Fibrous: None Detected</b></td> </tr> </table>							<b>Asbestos: None Detected</b>							<b>Other Fibrous: None Detected</b>						
<b>Asbestos: None Detected</b>																				
<b>Other Fibrous: None Detected</b>																				

Non-Fibrous Materials: 100%

**Bulk Sample Analysis for Asbestos**

**WL Project #:** LA-013064

**Report #:** 609468

**Client Project #:** 085-15

**Report By:** G. Caudill

**Report Date:** 06/03/2015

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-15	AB15-04449	Men's Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Ceramic Tile Mastic	1 of 1
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials:** 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-16	AB15-04450	Men's Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Wall Texture	1 of 1
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials:** 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-17	AB15-04451	Women's Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Wall Texture	1 of 1
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials:** 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-18	AB15-04452	Women's Room		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Tan		No	Cove Base Mastic	1 of 1
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials:** 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-19	AB15-04453	Stage		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Adhesive	1 of 1
<b>Asbestos: None Detected</b>				
<b>Other Fibrous: None Detected</b>				

**Non-Fibrous Materials:** 100%

**Bulk Sample Analysis for Asbestos**

**WL Project #:** LA-013064

**Client Project #:** 085-15

**Report #:** 609468

**Report By:** G. Caudill

**Report Date:** 06/03/2015

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-20	AB15-04454	SW Corner of Seating Area		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
White		No	Joint Compound	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-21	AB15-04455	Bar		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Gray		No	Adhesive	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-22	AB15-04456	Kitchen		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Joint Compound	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-23	AB15-04457	Entry Alcove		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Cream		No	Ceiling Texture	1 of 1

<b>Asbestos Type</b>	<b>Asbestos %</b>
Chrysotile	5%
<b>Other Fibrous: None Detected</b>	

**% Asbestos: 5%**

**Non-Fibrous Materials: 95%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-24	AB15-04458	N Wall- Above Communications Closet		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Off-White		No	Joint Compound	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

**Non-Fibrous Materials: 100%**

**Bulk Sample Analysis for Asbestos**

WL Project #: LA-013064

Report #: 609468

Client Project #: 085-15

Report By: G. Caudill

Report Date: 06/03/2015

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-25	AB15-04459	Utility Closet	Gray	No	Sealant	1 of 1
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Cellulose				12%	<b>Other Fibrous Materials: 12%</b>	
					<b>Non-Fibrous Materials: 88%</b>	

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-26	AB15-04460A	West Side	Black	No	Vapor Barrier	1 of 5
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Cellulose				20%	<b>Other Fibrous Materials: 20%</b>	
					<b>Non-Fibrous Materials: 80%</b>	

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-26	AB15-04460B	West Side	Brown	No	Fesco	2 of 5
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Cellulose				98%	<b>Other Fibrous Materials: 98%</b>	
					<b>Non-Fibrous Materials: 2%</b>	

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-26	AB15-04460C	West Side	Black	No	Felt	3 of 5
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Fibrous Glass				40%	<b>Other Fibrous Materials: 40%</b>	
					<b>Non-Fibrous Materials: 60%</b>	

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-26	AB15-04460D	West Side	Black	No	Felt	4 of 5
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Synthetic				30%	<b>Other Fibrous Materials: 30%</b>	
					<b>Non-Fibrous Materials: 70%</b>	

**Bulk Sample Analysis for Asbestos**

**WL Project #:** LA-013064

**Report #:** 609468

**Client Project #:** 085-15

**Report By:** G. Caudill

**Report Date:** 06/03/2015

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>			
085-26	AB15-04460E	West Side			
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>	
Black		No	Tar Mastic	5 of 5	
<b>Asbestos: None Detected</b>					
<b>Other Fibrous: None Detected</b>					

**Non-Fibrous Materials: 100%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>			
085-27	AB15-04461A	Main Entry Overhang			
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>	
Black		No	Felt	1 of 5	
<b>Asbestos: None Detected</b>					
<b>Other Fibrous Material</b>		<b>Fibrous %</b>			
Cellulose		60%			

**Other Fibrous Materials: 60%**

**Non-Fibrous Materials: 40%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>			
085-27	AB15-04461B	Main Entry Overhang			
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>	
Black		No	Felt	2 of 5	
<b>Asbestos: None Detected</b>					
<b>Other Fibrous Material</b>		<b>Fibrous %</b>			
Cellulose		60%			

**Other Fibrous Materials: 60%**

**Non-Fibrous Materials: 40%**

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>			
085-27	AB15-04461C	Main Entry Overhang			
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>	
Black		No	Felt	3 of 5	
<b>Asbestos: None Detected</b>					
<b>Other Fibrous Material</b>		<b>Fibrous %</b>			
Cellulose		60%			

**Other Fibrous Materials: 60%**

**Non-Fibrous Materials: 40%**

**Bulk Sample Analysis for Asbestos**

**WL Project #:** LA-013064

**Report #:** 609468

**Client Project #:** 085-15

**Report By:** G. Caudill

**Report Date:** 06/03/2015

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-27	AB15-04461D	Main Entry Overhang	Black	No	Felt	4 of 5
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Fibrous Glass				30%	<b>Other Fibrous Materials: 30%</b>	
<b>Non-Fibrous Materials: 70%</b>						

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-27	AB15-04461E	Main Entry Overhang	Black	No	Tar Mastic	5 of 5
<b>Asbestos: None Detected</b>						
<b>Other Fibrous: None Detected</b>						
<b>Non-Fibrous Materials: 100%</b>						

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-28	AB15-04462	Roof	Gray	No	Sealant	1 of 1
<b>Asbestos: None Detected</b>						
<b>Other Fibrous: None Detected</b>						
<b>Non-Fibrous Materials: 100%</b>						

Client ID #	WL ID#	Location:	Color	Homogenous	Material	Layer
085-29	AB15-04463	South Heating Unit	Black	No	Membrane	1 of 1
<b>Asbestos: None Detected</b>						
<b>Other Fibrous Material</b>				<b>Fibrous %</b>		
Synthetic				30%	<b>Other Fibrous Materials: 30%</b>	
<b>Non-Fibrous Materials: 70%</b>						

**Bulk Sample Analysis for Asbestos**

**WL Project #:** LA-013064

**Client Project #:** 085-15

**Report #:** 609468

**Report By:** G. Caudill

**Report Date:** 06/03/2015



\_\_\_\_\_  
Dave Milton, Lab Analyst

\_\_\_\_\_  
06/03/2015

\_\_\_\_\_  
Date



\_\_\_\_\_  
06/03/2015

\_\_\_\_\_  
Date

Analysis performed by EPA Method 600/R-93/116. All quantities reported are based on visual estimation by PLM, unless point-counting method is requested and noted for the sample. Test report relates only to items tested and must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. Test reports must not be reproduced without the approval of WL, LLC, and are subject to WL, LLC. General Terms and Conditions (available upon request).



383 Industrial Way, Anchorage, Alaska 99501  
Phone (907) 258-8661 Fax (907) 258-8662

PROJECT NAME 825 W Northern Lights Demolition  
LOCATION Anchorage, AK PROJECT NO. 085-15  
CLIENT REM Architects DATE 6-2-2015  
CLIENT PROJECT# SHEET NO. 1 OF 2

### CHAIN OF CUSTODY RECORD – ANALYTICAL REQUEST

ANALYSIS REQUESTED (circle) PCM (PLM) TEM LEAD	TURNAROUND REQUESTED 5 Day	NO. OF SAMPLES 29	COLLECTION DATE: 6-2-15
RELINQUISHED BY: Rob Klaswick	DATE / TIME 6-2-15	SAMPLES RECEIVED BY J Hicklin	DATE / TIME 6-2-15
SHIPPING METHOD Rob Klaswick	COURIER (signature) [Signature]	SAMPLES RECEIVED BY	DATE / TIME

COMMENTS

LA- 013064

SAMPLE ID#	MATERIAL	LOCATION	COMMENTS
085-01	12x12 floor tile/mastic	Kitchen	
085-02	adhesive	outside utility room	
085-03	12x12 floor tile/mastic	communications closet	
085-04	sheet vinyl	↓	
085-05	joint compound	↓	
085-06	joint compound	server room	
085-07	flooring	↓	
085-08	ceiling texture	Kitchen	
085-09	ceiling texture	bar	
085-10	joint compound wall texture	east wall seating area	
085-11	joint compound	utility closet	
085-12	adhesive	S.E. seating area	wall mirror
085-13	carpet adhesive	seating area	
085-14	grout	men's room floor	filled floorings
085-15	adhesive	↓	↓





WHITE ENVIRONMENTAL CONSULTANTS INC.

383 Industrial Way, Anchorage, Alaska 99501  
Phone (907) 258-8661 Fax (907) 258-8662

PROJECT NAME 825 W. Northern Lights Demolition  
LOCATION Anchorage, AK PROJECT NO. 085-15  
CLIENT Rim Architects DATE 6-2-15  
CLIENT PROJECT# \_\_\_\_\_ SHEET NO. 2 OF 2

### CHAIN OF CUSTODY RECORD - ANALYTICAL REQUEST

ANALYSIS REQUESTED (circle) PCM (PLM) TEM LEAD	TURNAROUND REQUESTED <u>5-Day</u>	NO. OF SAMPLES <u>29</u>	COLLECTION DATE: <u>6-2-15</u>
RELINQUISHED BY: <u>Rob Klarwick</u>	DATE / TIME <u>6-2-15</u>	SAMPLES RECEIVED BY	DATE / TIME
SHIPPING METHOD <u>Rob Klarwick</u>	COURIER (signature) <u>[Signature]</u>	SAMPLES RECEIVED BY	DATE / TIME

COMMENTS

SAMPLE ID#	MATERIAL	LOCATION	COMMENTS
085-16	wall texture	men's room	
085-17	wall texture	women's room	
085-18	caulk/mastic	women's room	
085-19	adhesive	stage	wall panel
085-20	joint compound	S.W. corner seating area	
085-21	adhesive	bar	mirror
085-22	joint compound	Kitchen	HVAC soffit
085-23	<del>ceiling texture</del> joint compound	entry alcove	
085-24	joint compound	north wall above communications closet	
085-25	sealant	duct wall penetration - utility cabinet	
085-26	roof core	west side	
085-27	roof core	over hang - main entry way	
085-28	duct mastic	roof - non insulated	
085-29	felt	south heating unit - roof deck	

**Bulk Sample Analysis for Asbestos**

WL Project #: LA-013688

Client Project #: 085-15

Report #: 611084

Report By: R. Briggs

Report Date: 07/06/2015

Client: White Environmental Consultants, Inc

383 Industrial Way, Suite #200

Anchorage, AK, 99501

Billing Number: 25006

Collected By: R. Klaswick

Collection Date: 07/02/2015

Analysis By: D. Milton

Analysis Date: 07/06/2015

Received By: J. Hicklin

Received Date: 07/02/2015

TAT: 24 Hour

Sample Count: 4 Layer Count: 4

Project Name/Location: Rim Architects: 825 W. Northern Lights Demolition

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-30	AB15-05141	Bar-Center		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
White		No	Ceiling Texture	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

Non-Fibrous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-31	AB15-05142	Bar-South		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
White		No	Ceiling Texture	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

Non-Fibrous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-32	AB15-05143	Main Entry-Center		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
White		No	Ceiling Texture	1 of 1

<b>Asbestos: None Detected</b>
<b>Other Fibrous: None Detected</b>

Non-Fibrous Materials: 100%

<b>Client ID #</b>	<b>WL ID#</b>	<b>Location:</b>		
085-33	AB15-05144	Main Entry-South Edge		
<b>Color</b>		<b>Homogenous</b>	<b>Material</b>	<b>Layer</b>
Cream		No	Joint Compound	1 of 1

<b>Asbestos Type</b>	<b>Asbestos %</b>
Chrysotile	5%
<b>Other Fibrous: None Detected</b>	

% Asbestos: 5%

Non-Fibrous Materials: 95%

**Bulk Sample Analysis for Asbestos**

WL Project #: LA-013688

Client Project #: 085-15

Report #: 611084

Report By: R. Briggs

Report Date: 07/06/2015



\_\_\_\_\_  
Dave Milton, Lab Analyst

\_\_\_\_\_  
07/06/2015

Date

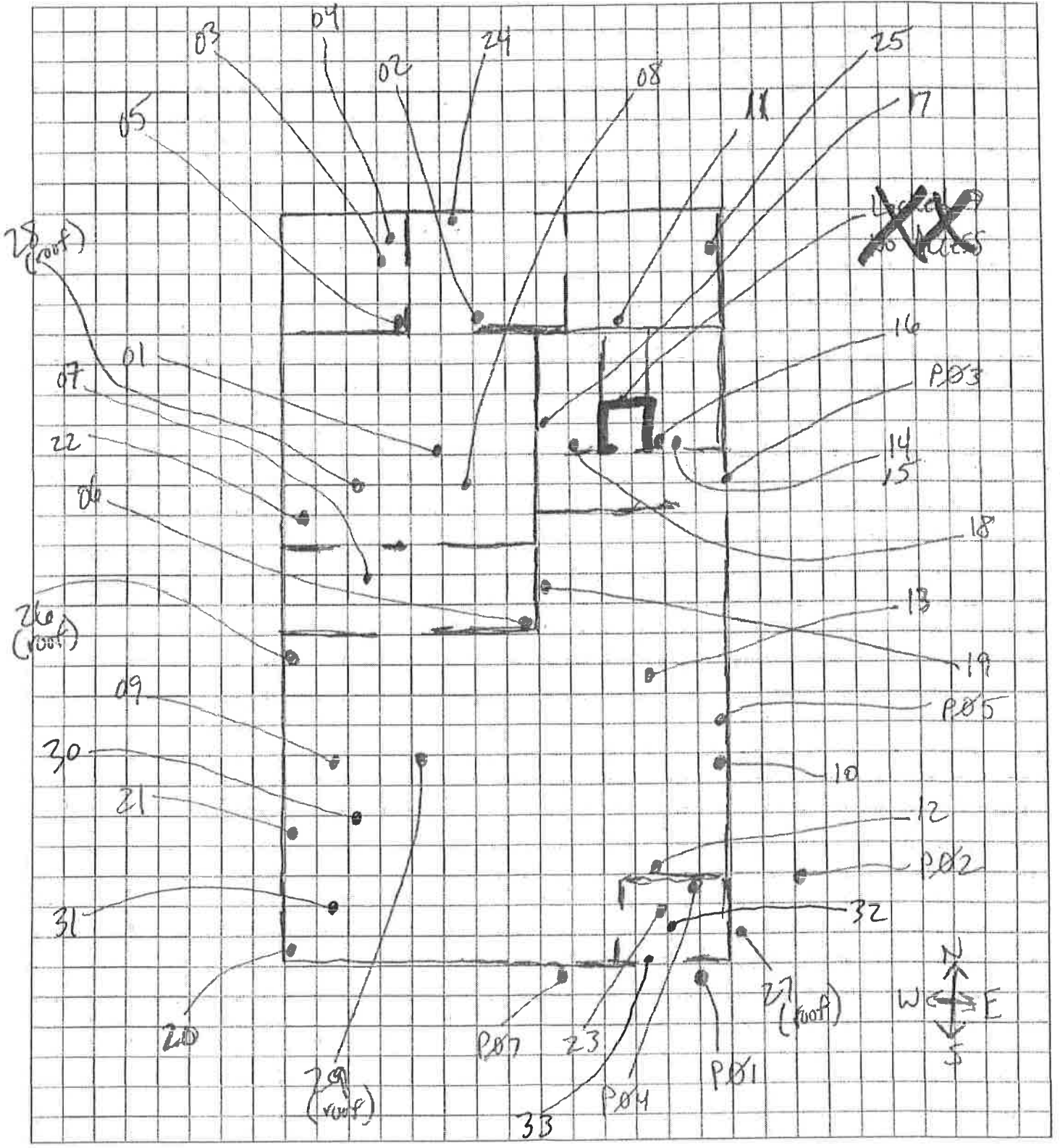


\_\_\_\_\_  
07/06/2015

Date

Analysis performed by EPA Method 600/R-93/116. All quantities reported are based on visual estimation by PLM, unless point-counting method is requested and noted for the sample. Test report relates only to items tested and must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. Test reports must not be reproduced without the approval of WL, LLC, and are subject to WL, LLC. General Terms and Conditions (available upon request).





# Appendix B

## Paint Sample Results / Field Collection Forms



383 INDUSTRIAL WAY ANCHORAGE, AK 99501 PH (907) 258-8661

## Lead Analysis in Paint

**WL Project #:** LA-013065

**Client Project #:** 085-15

**Report #:** 609467

**Report By:** G. Caudill

**Report Date:** 06/03/2015

**REV Date:** 06/04/2015

**Client:** White Environmental Consultants, Inc  
383 Industrial Way, Suite #200  
Anchorage, AK, 99501

**Billing Number:** 25006

**REVISED**

RB 6/4/15

Corrected  
WL Project  
Number

**Collected By:** R. Klaswick

**Collection Date:** 06/02/2015

**Analysis By:** G. Caudill

**Analysis Date:** 06/03/2015

**Received By:** J. Hicklin



**Received Date:** 06/02/2015

**TAT:** 5 Day

**Sample Count:** 7

**Project Name/Location:** Rim Architects: 825 W Northern Lights Demo

Client ID	WLSample	Result	Result Units	Reporting Limit (ppm)
085-P01	AL15-959	<80	ppm	80
085-P02	AL15-960	<95	ppm	95
085-P03	AL15-961	<85	ppm	85
085-P04	AL15-962	<95	ppm	95
085-P05	AL15-963	<95	ppm	95
085-P06	AL15-964	<60	ppm	60
085-P07	AL15-965	19,000	ppm	79

 Grant Caudill, Lab Analyst	06/04/2015 Date
	06/04/2015 Date

Preparation is performed according to EPA Method SW-846 3050B (M). Analysis performed according to EPA method SW-846 7420 (M), analysis by flame atomic absorption spectroscopy. The Reporting Limit is at least twice that of the Method Detection Limit (MDL). The MDL (defined as the minimum concentration of an analyte that can be reported with 99% confidence to have a concentration greater than zero) is determined from statistical analysis of replicate samples in a given matrix containing the analyte, as defined in 40CFR Part 136, Appendix B. Field and laboratory blanks are used to assess possible contamination and sensitivity of analysis, and no blank correction is made. Unless otherwise stated, all quality control samples are acceptable. Modifications made to the previously referenced test methods are documented in WL, LLC's Standard Operating Procedures Manual. Supporting laboratory documentation is available upon request. Unless otherwise stated, samples are received in acceptable condition. Results relate only to the items tested. WL, LLC Anchorage is a current proficient participant in the AIHA ELPAT program (Lab ID# 102739). Test reports must not be reproduced without the approval of WL, LLC and are subject to WL, LLC General Terms and Conditions (available upon request).





# Appendix C

## Inspectors' Certifications



ENVIRONMENTAL  
MANAGEMENT  
INCORPORATED

*Certificate of Training*

T - 25136 - 516  
*Certificate Number*

**This is to certify that**

**Robert G. Klaswick**

*has satisfactorily completed 4 hours*

*of*

**EPA/AHERA Inspector Refresher**

*In Accordance With 40 CFR Part 763 Subpart E*

*Class Start Date:* 11/6/2014

*Class End Date:* 11/6/2014

  
*David Gonzales*

*Exam Date*

11/6/2014

*Cert. Exp. Date*

11/6/2015

*Director*

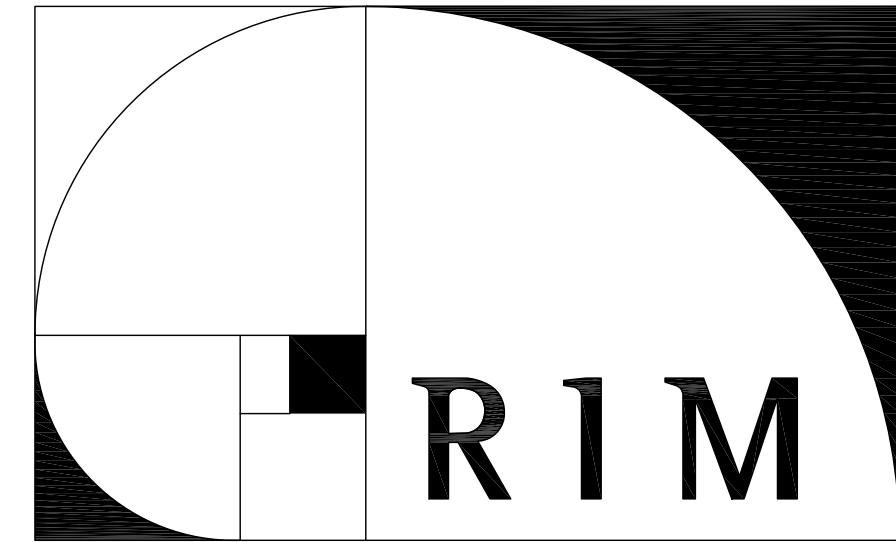
Environmental Management Inc. 206 E. Fireweed Lane Suite 201, Anchorage Alaska 99503 907-272-8852

# 825 W. NORTHERN LIGHTS DEMOLITION

PERMIT DOCUMENTS

07/17/2015

ALASKA INDUSTRIAL DEVELOPEMENT AND EXPORT AUTHORITY



ARCHITECTS

## CIVIL ENGINEER

DOWL  
4041 B STREET  
ANCHORAGE, AK 99503  
907-562-2000

## ARCHITECT

RIM ARCHITECTS  
645 G STREET SUITE 400  
ANCHORAGE, AK 99507  
907-258-7777

## ELECTRICAL ENGINEER

COFFMAN ENGINEERS  
800 F STREET  
ANCHORAGE, AK 99501  
907-276-6664

## HAZARDOUS MATERIALS

WHITE ENVIRONMENTAL CONSULTANTS, INC.  
383 INDUSTRIAL WAY, SUITE 300  
ANCHORAGE, AK 99501  
907-258-8661



## KEY PLAN



### Drawing Index

G1	COVER SHEET & GENERAL NOTES
C1	OVERALL EXISTING SITE PLAN
C2	SITE PLAN
D1	FIRST FLOOR & ROOF DEMO PLAN
E1	ELECTRICAL SITE PLAN

### Project Description

THIS PROJECT INCLUDES THE DEMOLITION OF THE STRUCTURE LOCATED AT 825 W. NORTHERN LIGHTS AND SITE LIGHTING FOR SAFETY AND SECURITY PURPOSES.

### General Notes

1. THE CONTRACT DOCUMENTS FOR THIS PROJECT, 825 W. NORTHERN LIGHTS (FORMERLY BLUES CENTRAL) DEMOLITION, 8/12/2015, CONSIST OF THE FOLLOWING: SPECIFICATION, CONSTRUCTION DOCUMENTS AND ASSOCIATED HAZARDOUS MATERIALS REPORT. FOR THE PURPOSE OF THIS PROJECT, ALL INFORMATION HEREIN SHALL BE TREATED EQUALLY, WITHOUT ANY HIERARCHY, AND/OR ORDER OF PRECEDENCE, UNLESS OTHERWISE NOTED.
2. THE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED UTILIZING ELECTRONIC DRAFTING FORMATS OF AUTOCAD 2013. THE AVAILABILITY OF ELECTRONIC BASE FLOOR PLANS, AND/OR ANY OTHER RELATED DOCUMENT FOR USE BY THE GENERAL CONTRACTOR FOR THE USE ON THIS SPECIFIC PROJECT IS CONDITIONALLY GRANTED THROUGH PERMISSION OF THE A/E DESIGNER OF RECORD.
3. DRAWING SCALES THAT ARE INDICATED RELATE TO FULL SIZED DRAWINGS (22 X 34 INCHES). SCALES WHICH APPEAR ON DRAWINGS OTHER THAN FULL SIZE SHOULD BE PROPORTIONALLY ADJUSTED.
4. THIS PROJECT INCLUDES THE SELECTIVE DEMOLITION OF EXISTING FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF MATERIAL AS MANDATED IN THE DOCUMENTS.
5. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS RELATED TO THE EXECUTION OF THE WORK OF THIS CONTRACT PRIOR TO BEGINNING WORK.
6. THIS PROJECT REQUIRES THE DEMOLITION OF MATERIALS CONTAINING HAZARDOUS MATERIALS INCLUDING ASBESTOS CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBD), AS INDICATED IN THE HAZARDOUS MATERIALS REPORT DATED, 7/16/2015. CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL, HANDLING, AND DISPOSAL OF ALL MATERIALS, IN ACCORDANCE WITH ALL EPA, OSHA, CFR, USDOL AND DOT.
7. THE CONTRACTOR IS RESPONSIBLE FOR CONDUCTING ALL WORK WITHIN THE LIMITS OF CONSTRUCTION. AREAS OUTSIDE OF THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. ANY AREAS OUTSIDE THE LIMITS OF CONSTRUCTION THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE RETURNED TO ITS ORIGINAL STATE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.



PERMIT DOCUMENTS



825 W. NORTHERN LIGHTS  
DEMOLITION  
825 W. NORTHERN LIGHTS

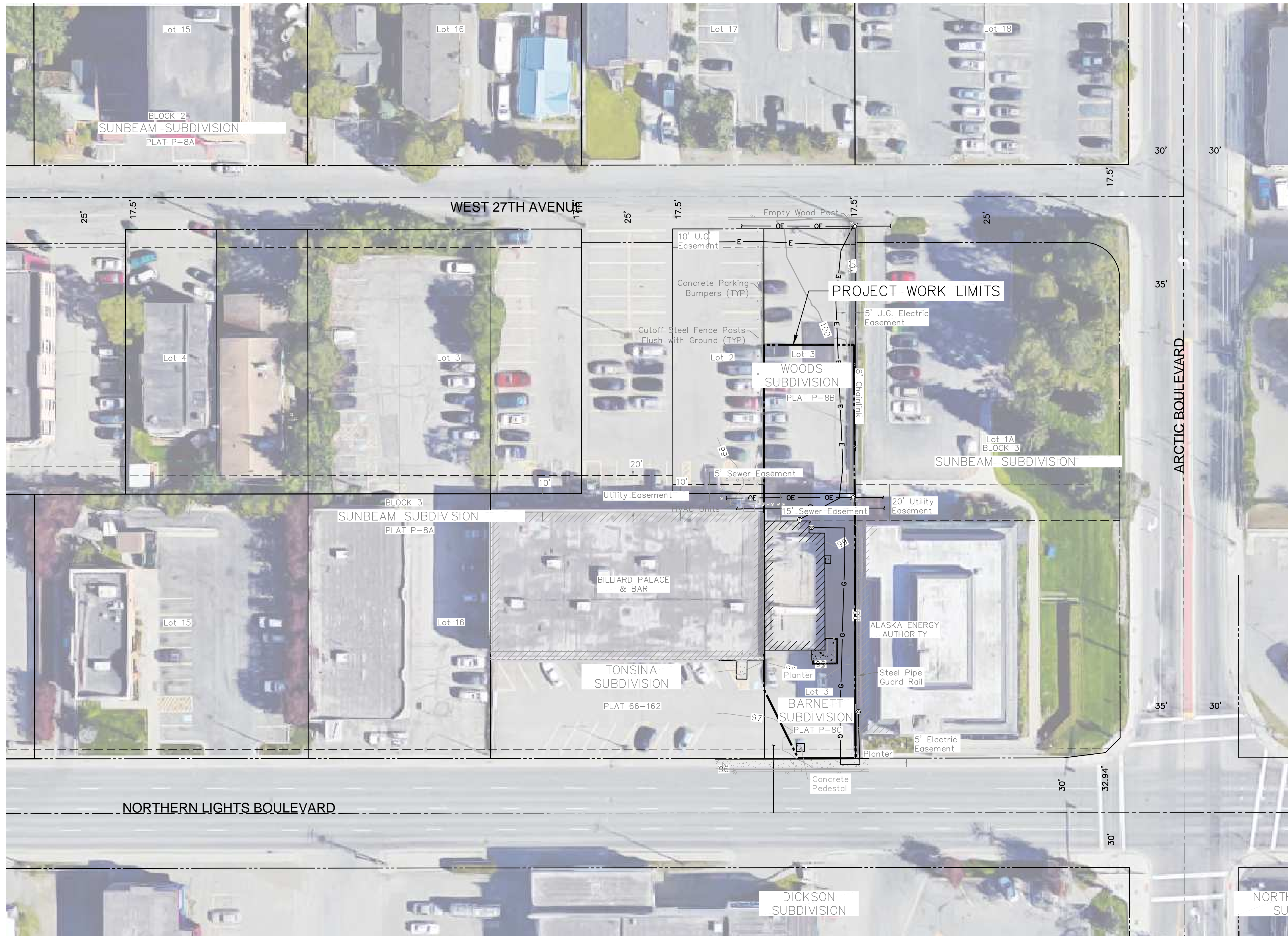
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MARK	DATE	DESCRIPTION

DWG NO:

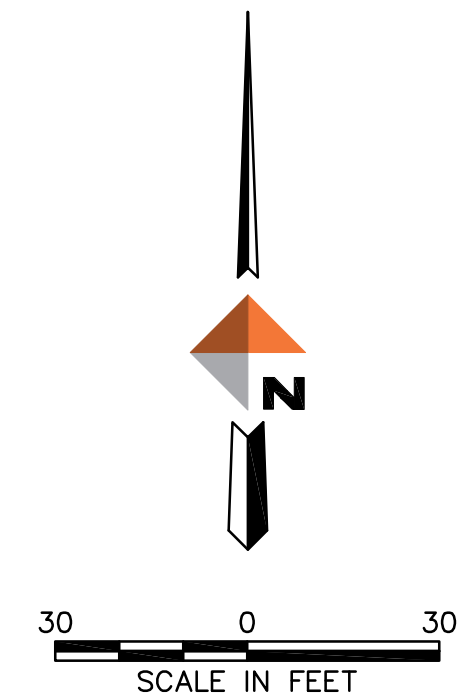
G1





**LEGEND**

PROPOSED	EXISTING	
		UTILITY POLE
		BOLLARD
		GAS METER
		ELECTRIC METER
		WATER VALVE
		CONCRETE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		WATER
		SEWER
		EDGE OF PAVEMENT
		BUILDING



1 OVERALL EXISTING CONDITIONS  
C1 1" = 30'

**R1M ARCHITECTS**  
ALASKA HAWAII GUAM CALIFORNIA  
645 G STREET, SUITE 400  
ANCHORAGE, AK 99501  
Phone: 907.235.7777  
Fax: 907.279.8195  
www.rimarchitects.com

STATE OF ALASKA  
49TH  
MATTHEW L. GRIM  
CE 13134  
8/17/15  
REGISTERED PROFESSIONAL ENGINEER

**PERMIT DOCUMENTS**

**AIDEA**  
Alaska Industrial Development and Export Authority

**825 W. NORTHERN LIGHTS DEMOLITION**  
825 W. NORTHERN LIGHTS

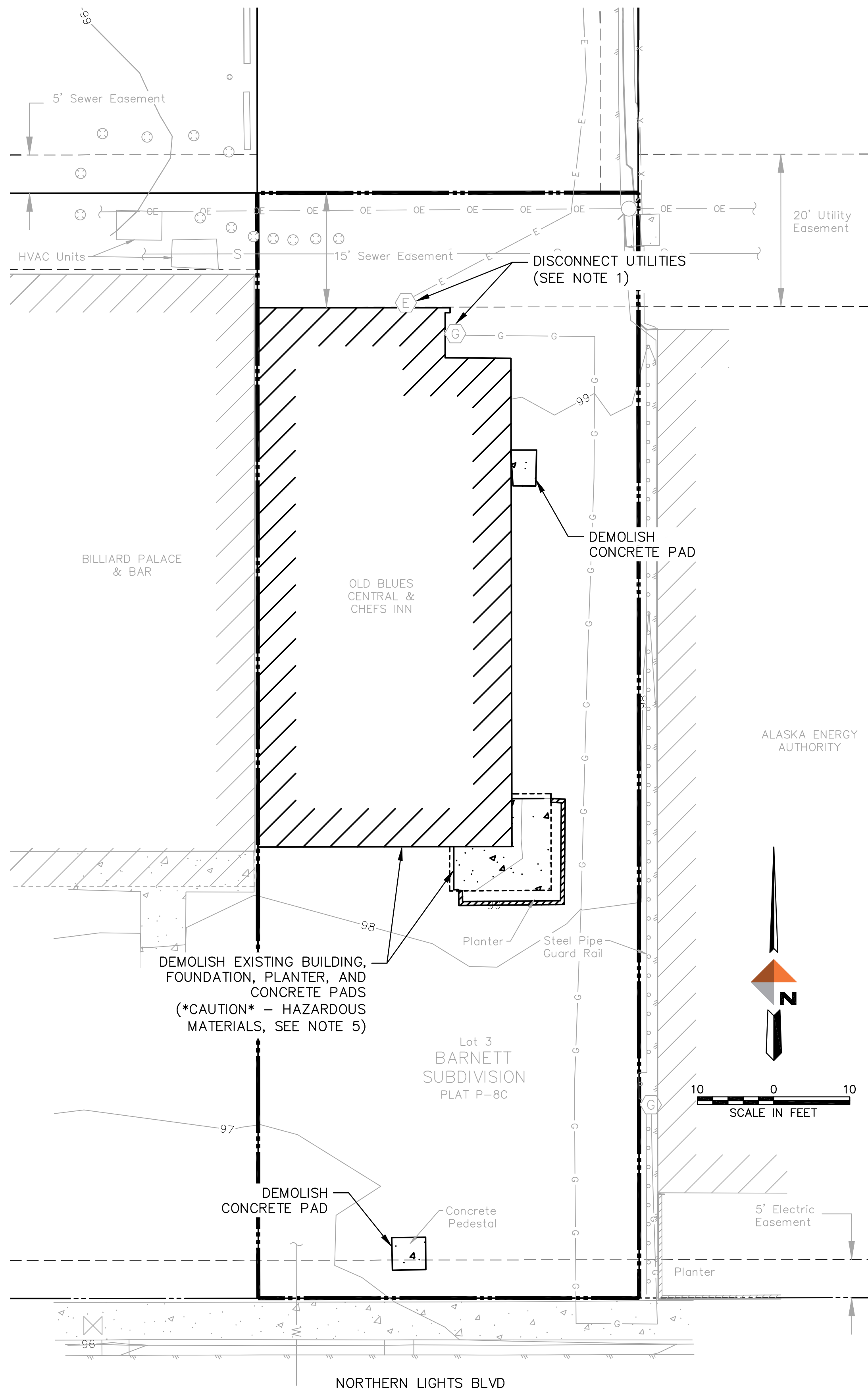
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OWNER: AIDEA  
SHEET TITLE: OVERALL EXISTING CONDITIONS

MARK	DATE	DESCRIPTION

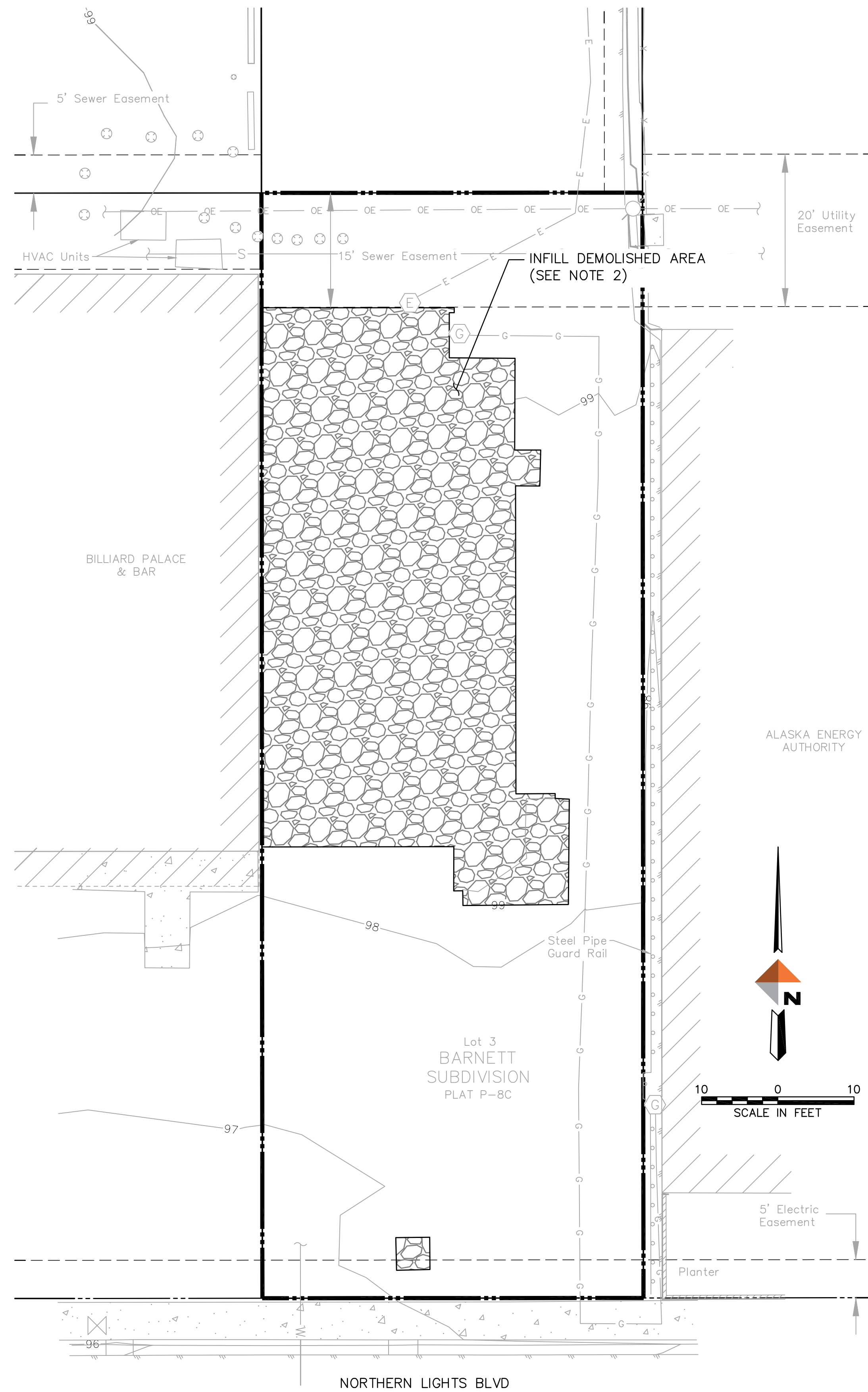
DATE : 2015.08.11  
PROJECT NO : 121010  
DRAWN BY : ADC  
CHECKED BY : KRH  
COPYRIGHT :  
2015 R1M Architects

DWG NO: **C1**





**1**  
C1 EXISTING CONDITIONS AND DEMOLITION PLAN  
1" = 10'



**2**  
C1 SITE PLAN  
1" = 10'

**LEGEND**

PROPOSED	EXISTING	
		UTILITY POLE
		BOLLARD
		GAS METER
		ELECTRIC METER
		WATER VALVE
		CONCRETE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		WATER
		SEWER
		EDGE OF PAVEMENT
		BUILDING
		CLASSIFIED INFILL

- NOTES:**
1. DEMOLITION OF BUILDING REQUIRES DISCONNECT/DECOMMISSIONING OF ALL UTILITIES SERVING BUILDING. BUILDING UTILITIES INCLUDE: AWWU, ML&P, ENSTAR, AND GCL. CONTRACTOR SHALL COORDINATE DISCONNECT WITH UTILITY PROVIDER BEFORE DEMOLITION ACTIVITIES.
  2. CONTRACTOR TO INFILL VOID FROM BUILDING DEMOLITION WITH NFS CLASSIFIED MATERIAL AT 90% COMPACTION PER MASS. INFILL SHALL BE FLUSH WITH SURROUNDING PAVEMENT AND GRADED TO DRAIN ACCORDING TO EXISTING DRAINAGE PATTERNS.
  3. CONTRACTOR SHALL REPAIR ANY DAMAGED PAVEMENT IN WORK AREA OUTSIDE OF BUILDING DEMOLITION LIMITS.
  4. CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION PERIMETER FENCING AROUND PROJECT AREA DURING DEMOLITION ACTIVITIES.
  5. BUILDING TO BE DEMOLISHED CONTAINS HAZARDOUS MATERIALS. SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION ON MATERIALS PRESENT, AND FOR THE HANDLING OF HAZARDOUS MATERIALS.

**BEFORE YOU DIG  
CALL FOR FREE  
UNDERGROUND  
LOCATION**

Locate Call Center of Alaska  
Anchorage Area.....278-3121  
Statewide.....800-478-3121  
who will notify subscribed utilities only.  
Other utilities need to be contacted  
individually.



**PERMIT DOCUMENTS**



**825 W. NORTHERN LIGHTS  
DEMOLITION**

825 W. NORTHERN LIGHTS  
OWNER: AIDEA  
EXISTING CONDITIONS AND DEMOLITION PLAN, AND SITE PLAN

PROJECT TITLE:  
OWNER:  
SHEET TITLE:

MARK	DATE	DESCRIPTION

DATE : 2015.08.11  
PROJECT NO : 121010  
DRAWN BY : ADC  
CHECKED BY : KRH  
COPYRIGHT :  
2015 RIM Architects

DWG NO:  
**C2**

**PERMIT DOCUMENTS**



**825 W. NORTHERN LIGHTS  
 DEMOLITION**  
 825 W. NORTHERN LIGHTS

AIDEA  
 DEMO PLANS AND DETAILS

PROJECT TITLE: OWNER: SHEET TITLE:

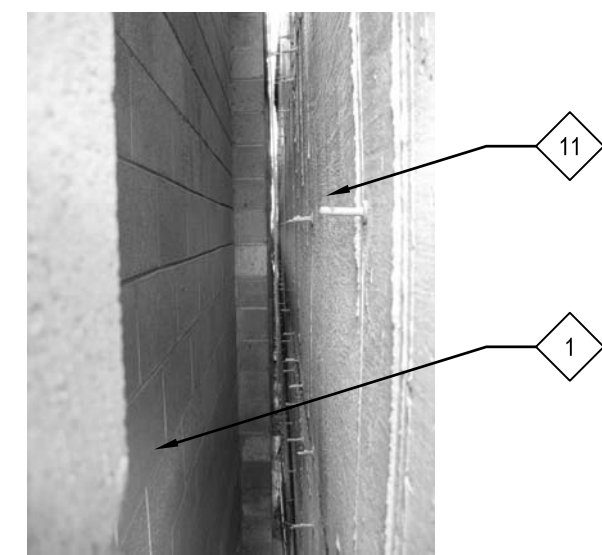
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PROJECT NO	: 121010	
DRAWN BY	: NAME	
CHECKED BY	: NAME	
COPYRIGHT	:	

DWG NO:

**D1**



5 DEMO ROOF  
 1/8" = 1'-0"  
 0" 4' 8' 16'



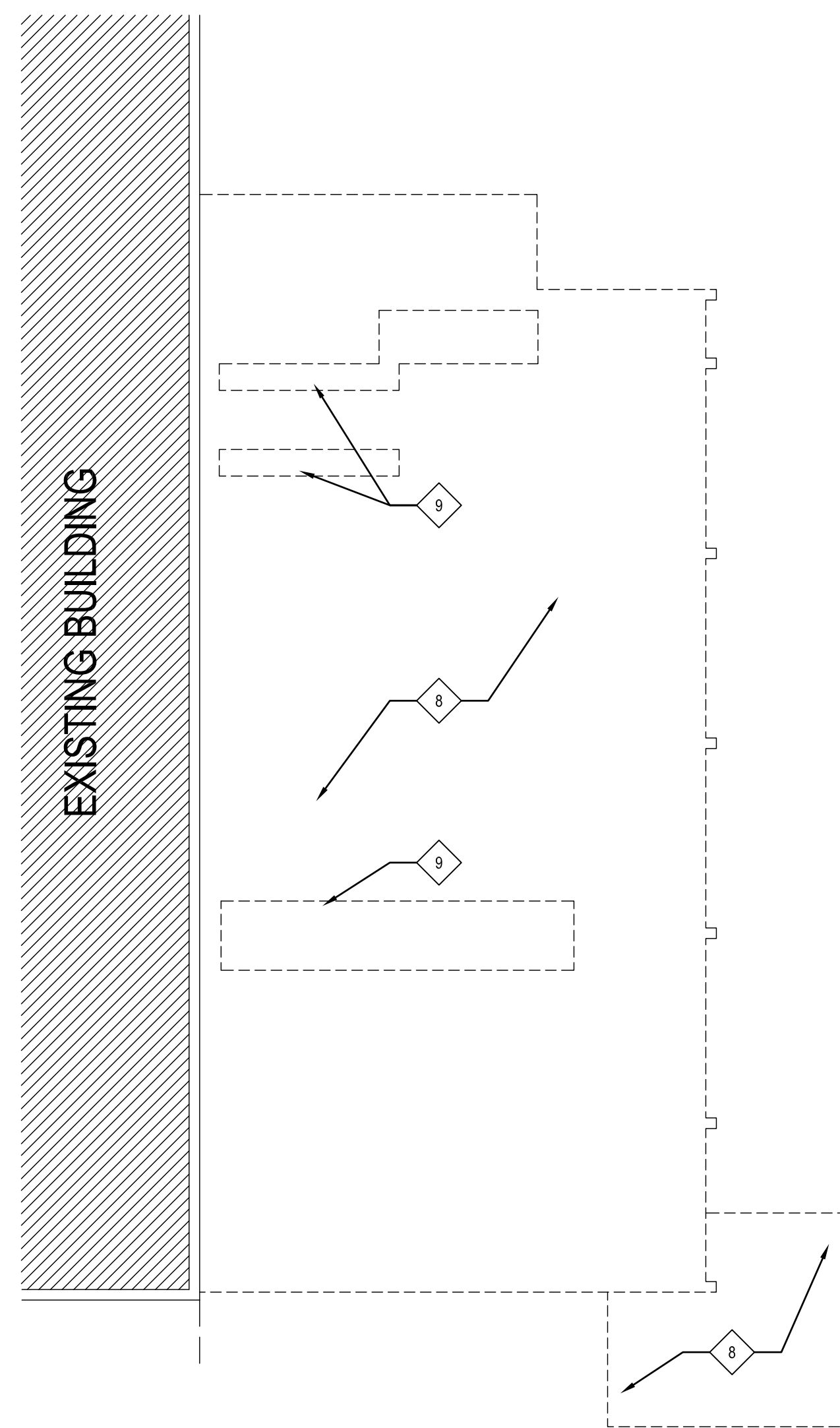
5 DEMO ROOF  
 1/8" = 1'-0"  
 0" 4' 8' 16'



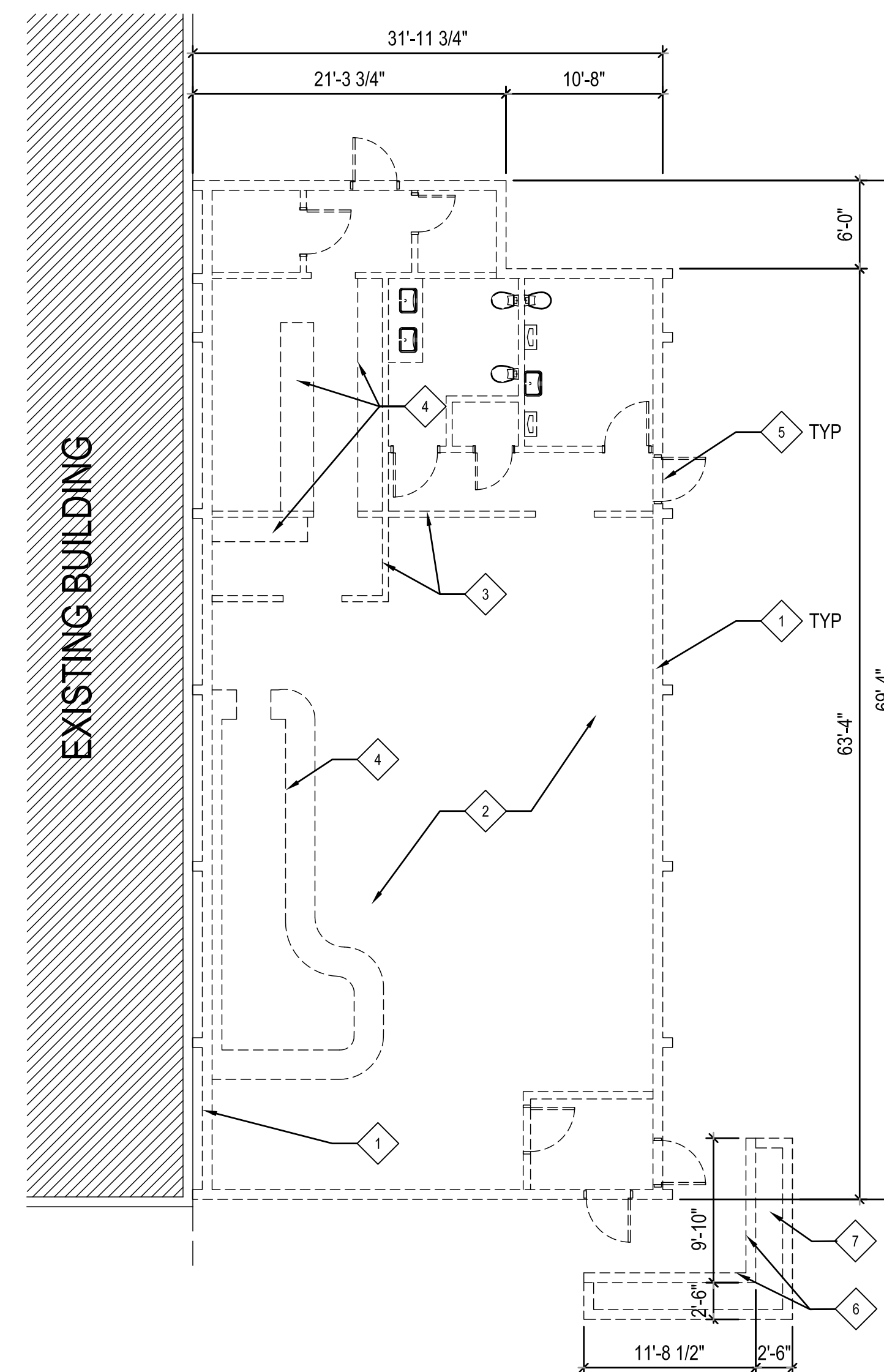
4 DEMO SOUTHEAST  
 1/8" = 1'-0"  
 0" 4' 8' 16'



3 DEMO NORTHEAST  
 1/8" = 1'-0"  
 0" 4' 8' 16'



2 DEMO ROOF PLAN  
 1/8" = 1'-0"  
 0" 4' 8' 16'



1 DEMO FLOOR PLAN  
 1/8" = 1'-0"  
 0" 4' 8' 16'

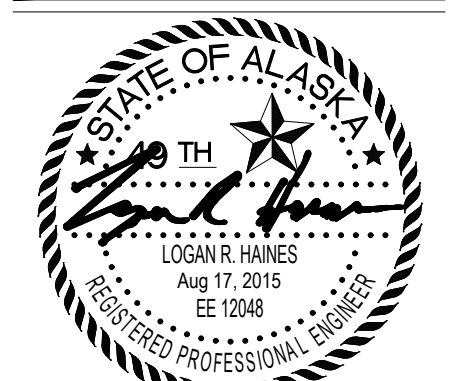
**DEMO KEY NOTES:**

1. DEMO EXTERIOR CMU WALL AND FOUNDATION
2. DEMO CONCRETE SLAB ON GRADE
3. DEMO WOOD FRAMED PARTITIONS
4. DEMO CASEWORK
5. DEMO WINDOWS, DOORS AND HARDWARE
6. DEMO DECORATIVE CMU ENTRANCE SCREEN
7. DEMO CMU PLANTER BOX
8. DEMO ROOF FRAMING/STRUCTURE AND BUILT UP ROOF ASSEMBLY
9. DEMO MECH AND ELECT UNITS
10. DEMO BOLLARDS WITH CONCRETE BASE
11. ADJACENT STRUCTURE TO REMAIN, PROTECT
12. SALVAGE TEMPORARY BOLLARDS, RETURN TO OWNER

**SHEET NOTES:**

- A. ALL EXTERIOR WALLS ARE LOAD BEARING CMU BLOCK CONSTRUCTION
- B. ALL INTERIOR WALLS ARE WOOD FRAMED CONSTRUCTION
- C. STRUCTURE SUPPORTING BUILT UP ROOF IS TIMBER FRAMED WITH TIMBER FRAMED 4X TONGUE AND GROOVE





**100% PERMIT DOCUMENTS**



**BLUES CENTRAL DEMO / AIDEA LOT EXPANSION**  
 813 W NORTHERN LIGHTS BLVD, ANCHORAGE, AK  
 AIDEA ELECTRICAL SITE PLAN

PROJECT TITLE: OWNER: SHEET TITLE:

MARK	DATE	DESCRIPTION
	2015.08.17	PROJECT NO : 61972.01
		DRAWN BY : ALM
		CHECKED BY : LRH
		COPYRIGHT : 2015 RIM Architects

DWG NO:

**E1**

**GENERAL NOTES:**

- ALL WORK SHALL CONFORM WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), NFPA 72, STATE AND LOCAL AMENDMENTS, AND NECA STANDARDS OF INSTALLATION.
- ELECTRICAL SCOPE IS TO INSTALL (2) NEW LED LIGHT FIXTURES ON WEST SIDE OF BUILDING TO PROVIDE SITE LIGHTING FOR NEW PARKING SPACES. POWER TO NEW FIXTURES WILL BE FED FROM AN EXISTING LIGHTING CIRCUIT CONTROLLED BY AN EXISTING LIGHTING CONTACTOR. LIGHTING CONTROL CONTACTOR AND ASSOCIATED PANELBOARD ARE LOCATED IN THE ELECTRICAL ROOM ON THE BASEMENT LEVEL. INTERCEPT EXISTING EXTERIOR LIGHTING CIRCUIT DOWNSTREAM OF LIGHTING CONTACTOR AND EXTEND TO NEW LIGHT FIXTURES AS INDICATED, 2#12 AWG, 1#12 GND IN 3/4" RIGID METAL CONDUIT.
- AVOID SURFACE MOUNT CONDUIT IN LOCATIONS OTHER THAN ELECTRICAL AND MECHANICAL ROOMS TO EXTENT POSSIBLE.
- SEAL ALL EXTERIOR WALL PENETRATIONS WITH WATERTIGHT SEALANT.

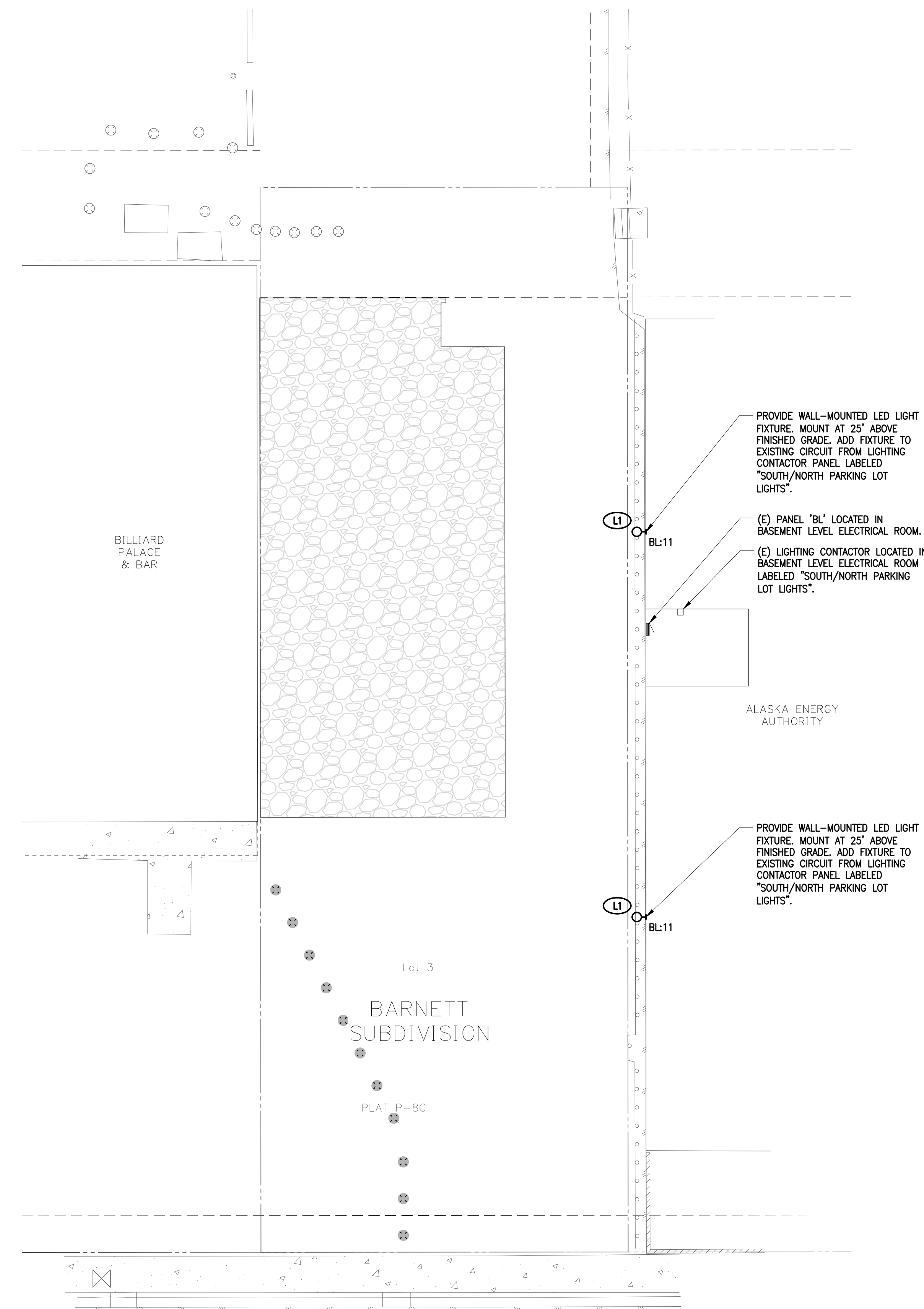
**SITE LIGHTING AND GLARE ANALYSIS**

IN ACCORDANCE WITH ANCHORAGE MUNICIPAL CODE (AMC), TITLE 21.45.080.X.4.e., THE PARKING AREA LIGHTING IS DESIGNED TO PREVENT GLARE TO MOTORISTS ON PUBLIC STREETS AND TO RESIDENTS IN ADJOINING PROPERTIES. THE PARKING AREA LIGHTING ALSO MEETS THE LEVEL OF ILLUMINATION, UNIFORMITY RATIOS AND MINIMUM LUMEN INTENSITIES SPECIFIED IN THE ILLUMINATION GUIDELINES SET BY THE ILLUMINATION ENGINEERING SOCIETY OF NORTH AMERICA, CURRENT EDITION, AND AMC TITLE 21.45.080.X.4.e.

**LIGHT FIXTURE SCHEDULE**

FIXT. ID.	FIXTURE DESCRIPTION	FIXTURE VOLTAGE	FIXTURE WATTS	LAMP TYPE	FIXTURE MOUNTING	MANUFACTURERS PART NO.	REMARKS
L1	WALL MOUNTED LED PARKING AREA LUMINAIRE WITH TYPE 4 DISTRIBUTION, MOUNTED AT 25'. IESNA BUG RATING OF B1-U0-G2. IP65 WET SEAL LISTED.	277V	45W	(2) 10 LED ARRAY, 4000K, 700mA	25' WALL	LITHONIA NO. DSW1-LED-20C-700-40K-T4M-MVOLT	

PANEL LOCATION SPECIAL		BL - EXISTING ELECTRICAL ROOM - BASEMENT		277/480V, 3 PHASE, 4 WIRE 100 AMP BUS MAIN LUGS ONLY		MOUNTING: SURFACE GRND BUS: EQUIPMENT SHORT CKT: 18 KAIC BCCR						
C	NOTES	CIRCUIT DESCRIPTION			LOAD (AMPS)			CIRCUIT DESCRIPTION			NOTES	C
1	2	LIGHTING B12, B11, B8, B7, B1, B2	A	B	C	A	B	C	LIGHTING B5, B6	2	1	
1	2	LIGHTING B3, B4, B15	5						LIGHTING B5, B6	2	1	
1	2	LIGHTING-BASEMENT AREA & COMP RM		6					LIGHTING	2	1	
1	2	AREA LIGHTING AND PARKING LOT	4						PANEL BP	2	2	
1	2	AREA LIGHTING AND PARKING LOT	4						"	2	2	
1	1	NORTHWEST OUTSIDE LIGHTS		7					"	2	2	
		SPACE							PANEL C COMPUTER ROOM	2	6	
		SPACE							"	2	6	
		SPACE							"	2	6	
		SPACE							SPACE			
TOTAL			14	9	12				75	75	75	TOTAL
TOTAL CONNECTED AMPS:			A: 80			B: 84			C: 88			
CATEGORY (CT)		CONNECTED LOAD (KVA)			NEC DEMAND FACTOR		NEC DEMAND LOAD (KVA)		NOTES:			
1	LIGHTING	13			13	100%	13	1. EXISTING BREAKER - LOAD INCREASE OF 90VA				
2	RECEPTAGLES	30			30	50% OVER 10 KVA	20	2. EXISTING LOAD AND CIRCUIT BREAKER (NO WORK)				
3	EQUIPMENT (CONTINUOUS)					100%						
4	EQUIPMENT (NON-CONTINUOUS)					100%						
5	MOTORS Largest Motor 7.5 HP					100%	2					
6	NO DIVERSITY	29			29	100%	29					
7	NOT USED					100%						
TOTAL KVA		72			72		64					
NEC 215.2 MINIMUM FEEDER RATING: 90												

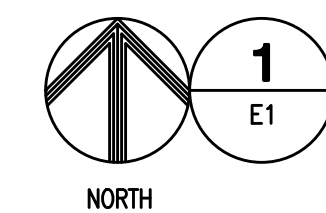


PROVIDE WALL-MOUNTED LED LIGHT FIXTURE. MOUNT AT 25' ABOVE FINISHED GRADE. ADD FIXTURE TO EXISTING CIRCUIT FROM LIGHTING CONTACTOR PANEL LABELED "SOUTH/NORTH PARKING LOT LIGHTS".

(E) PANEL 'BL' LOCATED IN BASEMENT LEVEL ELECTRICAL ROOM.

(E) LIGHTING CONTACTOR LOCATED IN BASEMENT LEVEL ELECTRICAL ROOM LABELED "SOUTH/NORTH PARKING LOT LIGHTS".

PROVIDE WALL-MOUNTED LED LIGHT FIXTURE. MOUNT AT 25' ABOVE FINISHED GRADE. ADD FIXTURE TO EXISTING CIRCUIT FROM LIGHTING CONTACTOR PANEL LABELED "SOUTH/NORTH PARKING LOT LIGHTS".



**1 ELECTRICAL SITE PLAN**

SCALE: 1"=10'-0"

