

Project Manual For:

**Port Heiden Distribution Upgrade Project
Phases 1 and 2
Project No. 22044**



**State of Alaska
Alaska Energy Authority
813 W Northern Lights Blvd, Anchorage, Alaska 99503**

Advertising Date: March 22, 2022

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ALASKA ENERGY AUTHORITY

INVITATION TO BID

for Construction Contract

Date March 22, 2022

**Port Heiden Distribution Upgrade Project Phases 1 and 2
Project No. 22044**

Location of Project: Port Heiden, Alaska
Contracting Officer: Selwin Ray
Issuing Office: ALASKA ENERGY AUTHORITY (AUTHORITY)
State Funded [] Federal Aid [x]

Description of Work: This Denali Commission and State appropriation funded contract is for the installation of a new underground electrical power distribution system in the community of Port Heiden, Alaska as described herein and shown in the Drawings. The Contractor shall furnish all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work.

The Engineer's Estimate is between **\$2,000,000 and \$3,000,000**

All portions of the work shall be substantially completed by dates indicated in Section 01 11 13 - Summary of Work.

Bidders are invited to submit single bid, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly on **April 12, 2022** at **2:00 pm** local time, **Due to the COVID-19 the bid opening will be conducted telephonically.** Potential bidders may attend telephonically by calling **1-888-585-9008** and when prompted enter **811 444 870#**.

SUBMISSION OF BIDS

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE MARKED AS FOLLOWS:

Bid for Project: Port Heiden Distribution Upgrade Project Phases 1 and 2 Project Number: 22044	ATTN: Selwin Ray, Contract Officer Alaska Energy Authority 813 West Northern Lights Blvd. Anchorage, AK 99503
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Mailed Bids, amendments or withdrawals transmitted must be received in the above specified post office box no later than 4 hours prior to the scheduled time of bid opening. **Hand-delivered bids**, amendments or withdrawals must be received in the **Bid Drop Box in front of the Alaska Energy Authority**, prior to the scheduled time of bid opening. **Emailed bid** amendments or withdrawals must be received in the email inbox prior to the scheduled time of bid opening, addressed to **Selwin Ray**, Email: sray@aidea.org

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

The Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

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

See attached Special Notice to Bidders for this project.

Electronic Plans and Specifications may be ordered, for the price of \$0.00 from:

Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503

Phone: (907) 771-3035

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with:

Daniel Johnston, Project Manager Phone: (907) 771-3069 Email: DJohnston@akenergyauthority.org

All questions relating to bidding procedures should be directed to:

Selwin Ray
Contract Officer
813 West Northern Lights Blvd.
Anchorage, AK 99503

Phone: (907) 771-3035 Email: sray@aidea.org

The Bid Calendar, Planholder lists, and Bid Results information are available on the Internet at:
<http://www.akenergyauthority.org/> under Procurement Opportunities.

Reminder: 3 AAC 109.220 requires all Bidders to have a valid Alaska Business License and an Alaska Contractor's Certificate of Registration prior to award.

ALASKA ENERGY AUTHORITY
INFORMATION TO BIDDERS

The Authority is concerned over the manner in which bids are submitted. Bidders are requested to study and follow the bid assembly instructions as to the method and form for submitting bids so there will be no reason to reject a bid.

EXAMINATION OF CONTRACT REQUIREMENTS

Bidders are expected to examine carefully the plans, specifications and all other documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

CONDITIONS AT SITE OF WORK

Bidders are expected to visit the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

PREPARATION OF BIDS

- (a) Bids shall be submitted on the forms furnished, and must be manually signed in ink. The person signing the proposal must initial any erasures or changes made to the bid.
- (b) The bid schedule will provide for quotation of a price or prices for one or more pay items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

Where required on the bid form, bidders must quote on all items and **THEY ARE WARNED** that failure to do so will disqualify them. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.

- (c) The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.
- (d) Neither conditional nor alternative bids will be considered unless called for.
- (e) Unless specifically called for, telegraphic or telefacsimile bids will not be considered.
- (f) Bid Schedule form should be enclosed in a separate sealed envelope and enclosed with all other bidding forms required at the opening.

BID SECURITY

All bids shall be accompanied by a bid security in the form of an acceptable Bid Bond (Form 25D-14), or a certified check, cashier's check or money order made payable to the Alaska Energy Authority. The amount of the bid security is specified on the Invitation To Bid.

Bid Bonds must be accompanied by a legible Power of Attorney.

If the bidder fails to furnish an acceptable bid security with the bid, the bid shall be rejected as non-responsive. Telegraphic notification of execution of Bid Bond does not meet the requirements of bid security accompanying the bid. An individual surety will not be accepted as a bid security.

The Authority will hold the bid securities of the two lowest bidders until the Contract has been executed, after which they will be returned. All other bid securities will be returned as soon as practicable.

BIDDERS QUALIFICATIONS

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

SUBMISSION OF BIDS

Bids must be submitted as directed on the Invitation To Bid. Do not include in the envelope any bids for other work.

ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the signature page of the Proposal. All addenda shall be acknowledged on the Proposal or by telegram prior to the scheduled time of bid opening. If the bidder received no addenda, the word "None" should be shown as specified.

Every effort will be made by the Authority to insure that Contractors receive all addenda when issued. Addenda will be issued to the individual or company to whom bidding documents were issued. Addenda may be issued by any reasonable method such as hand delivery, mail, telefacsimile, telegraph, courier, and in special circumstances by phone. Addenda will be issued to the address, telefacsimile number or phone number as stated on the planholder's list unless picked up in person or included with the bid documents. It is the bidder's responsibility to insure that he has received all addenda affecting the Invitation To Bid. No claim or protest will be allowed based on the bidder's allegation that he did not receive all of the addenda for an Invitation To Bid.

All questions must be received 72 hours before the bid opening. Questions submitted after the deadline may be rejected by the Authority.

WITHDRAWAL OR REVISION OF BIDS

A bidder may withdraw or revise a bid after it has been deposited with the Authority, provided that the request for such withdrawal or revision is received by the designated office, in writing, by telegram, or by telefacsimile, before the time set for opening of bids.

Emailed or telefacsimile modifications shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised bids. Form 25D-16 shall be used to submit such modifications.

RECEIPT AND OPENING OF BIDS

- (a) The Authority must receive all bids, including any amendment or withdrawal prior to the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not actually been received by the Authority prior to the time of the scheduled bid opening will not be considered.
- (b) No responsibility will be attached to any officer or employee of the Authority for the premature opening of, or failure to open, a bid improperly addressed or identified.
- (c) The Authority reserves the right to waive any technicality in bids received when such waiver is in the interest of the State.

BIDDERS PRESENT

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

BIDDERS INTERESTED IN MORE THAN ONE BID

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

REJECTION OF BIDS

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

AWARD OF CONTRACT

- (a) The letter of award, if the contract is to be awarded, will be issued to the lowest responsible and responsive bidder as soon as practical and usually within 40 calendar days after opening of proposals.
- (b) The successful bidder will be notified of the Authority's intent to award the contract and requested to execute certain documents, including the contract form and bonds.
- (c) The contract will be awarded to the successful bidder following receipt by the Authority of all required documents, properly executed, within the time specified in the intent to award. Failure to enter into a contract within the specified time shall be grounds for forfeiture of the bid security and consideration of the second low bidder for award.

ALASKA ENERGY AUTHORITY

SUPPLEMENTARY INFORMATION TO BIDDERS

This document modifies or adds to the provisions of Alaska Energy Authority's form 25D-3, INFORMATION TO BIDDERS.

Following subject area "REJECTION OF BIDS", add the following subject area:

"CONSIDERATION OF PROPOSALS

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

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

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

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

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

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

A Bidder may replace a listed Subcontractor who:

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

Modify subject area "AWARD OF CONTRACT" as follows:

Subparagraph (a) substitute the word "generally" for the phrase "as soon as practical and"

Subparagraph (b) delete and substitute the following:

"All Bidders will be notified of the AUTHORITY's intent to Award the Contract and the successful Bidder will be requested to execute certain documents, including the Contract form and bonds."

Special Notice to Bidders

1. A non-mandatory pre-bid meeting is scheduled for **April 1, 2022, 10:00 AM**. **Due to the COVID-19 the pre-bid meeting will be conducted telephonically.** Potential bidders may attend telephonically by calling **1-888-585-9008**, when prompted enter **811 444 870#**. If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contract Officer, Selwin Ray, at (907) 771-3035 for more information. This is not a mandatory meeting, and there will not be a scheduled site visit prior to the bid opening.

REQUIRED DOCUMENTS

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

1. **Bid Form (Form 25D-9)**
 2. **Bid Schedule**
 3. **Bid Security**
 4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:
Bid Modification (Form 25D-16)
-

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Form 25D-5)**
-

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. **Construction Contract (Form 25D-10A)**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (Form 25D-8)**
5. **EEO-1 Certification (25A-304)**
6. **Certificate of Insurance (from carrier)**

FEDERAL EEO BID CONDITIONS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246). FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN THE STATE OF ALASKA

1. Definitions. As used in these specifications:
 - a. “**Covered area**” means the geographical area described in the solicitation from which this contract resulted;
 - b. “**Director**” means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor (DOL), or any persons to whom the Director delegates authority;
 - c. “**Employer**” identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “**Minority**” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or subcontractor’s failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period of an approved training program and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the DOL. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through 7(p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
16. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
17. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.
18. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.

STATE OF ALASKA
ALASKA ENERGY AUTHORITY

EEO-1 CERTIFICATION

Federal- Contracts

Port Heiden Distribution Upgrade Project Phases 1 and 2

Project No. 22044

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

PLEASE CHECK APPROPRIATE BOXES

The Bidder Proposed Subcontractor hereby CERTIFIES:

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

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

NO (go to PART B)

YES (go to PART C)

Instructions and blank Standard Report Form 100's may be obtained from a local U.S. Department of Labor office, or by writing to:

The Joint Reporting Committee
P.O. Box 779
Norfolk, Virginia 23501

Telephone number: (757) 461-1213

PART B. The company named below has submitted the Standard Report Form 100 this year.

NO

YES

Note: Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.

Signature of Authorized Company Representative

Title

Company Name

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

Date

()

Phone Number

PROPOSAL
of

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA ENERGY AUTHORITY:

In compliance with your Invitation To Bid dated **March 22, 2022**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of Project:

Project Name

Port Heiden Distribution Upgrade Project Phases 1 and 2

Project No. 22044

Located at **Port Heiden, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 2 sheet(s), which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the Alaska Energy Authority, as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days of the effective date of Notice to Proceed and to Substantially Complete the work by the **dates indicated in Section 01 11 13 - Summary of Work** unless extended in writing by the Contracting Officer.

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

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

Addendum Number	Date Issued

Addendum Number	Date Issued

Addendum Number	Date Issued

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his signature below:

Signature

Name and Title of Person Signing

Telephone Number

Fax Number

BID SCHEDULE

**Port Heiden Distribution Upgrade Project Phases 1 and 2
Project No. 22044**

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", and the following:

The Bidder shall insert a fixed price in figures opposite each pay item that appears on the bid schedule to furnish all labor, material, equipment, supervision and provide all work for each item listed. No price is to be entered or tendered for any item not appearing in the bid schedule. In case of error in the extension of prices in the bid, the unit prices will govern.

Contract award shall be made based on the Total Base Bid. AEA reserves the right to award none or any number of alternates in any order in the best interest of the State.

Bidders are required to bid on all bid items. Conditioned or qualified bids will be considered non-responsive.

Bid Item	Description	Lump Sum Price
1	Port Heiden Distribution Upgrade Phase 1 Base Bid	\$
2	Port Heiden Distribution Upgrade Phase 2 Base Bid	\$
Total Base Bid		\$
3	Port Heiden Dist. Upgrade Phase 1 Additive Alternate #1	\$
4	Port Heiden Dist. Upgrade Phase 1 Additive Alternate #2	\$
5	Port Heiden Dist. Upgrade Phase 1 Additive Alternate #3	\$
6	Port Heiden Dist. Upgrade Phase 2 Additive Alternate #4	\$
7	Port Heiden Dist. Upgrade Phase 2 Additive Alternate #5	\$
8	Port Heiden Dist. Upgrade Additive Alternate #6	\$

See Specification Section 01 11 13 Summary of Work and drawings for detailed descriptions of each bid item.

2. Acknowledge all addenda

Addendum No	Date Issued	Addendum No	Date Issued	Addendum No	Date Issued

3. BIDDER'S NOTICE: By signature on this form, the Bidder certifies that:

- a. The price(s) submitted are independent and without collusion.
- b. The Bidder will comply with the laws of the State of Alaska;
- c. The Bidder will comply with applicable portions of the Federal Civil Rights Act of 1964;
- d. The Bidder will comply with the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
- e. The Bidder has reviewed all terms and conditions in this Invitation to Bid.

If any Bidder fails to comply with any of these requirements, the Authority may reject its bid, terminate the contract, or consider the Vendor in default.

Company Submitting Bid	Telephone Number
Address	Fax Number
Authorized Signature	E-mail Address
Print Name	Alaska Business License number: _____ EXPRES DATE: _____
	Alaska Contractor's Registration # _____ EXPRES DATE: _____

End of Bid Schedule.

ALASKA ENERGY AUTHORITY

BID BOND

For

**Port Heiden Distribution Upgrade Project Phases 1 and 2
Project No. 22044**

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation To Bid 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 State created by this bond shall be in full force and effect.

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

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

Surety A	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	
Surety B	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	
Surety C	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

INSTRUCTIONS

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

CONSTRUCTION CONTRACT
Port Heiden Distribution Upgrade Project Phases 1 and 2
Project No. 22044

This CONTRACT, between the ALASKA ENERGY AUTHORITY, herein called the Authority, acting by and through its Contracting Officer, and

Company Name

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

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

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

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the 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,

Substantially Completed by: **Dates indicated in Section 01 11 13 - Summary of Work**
Final Completion: **Dates indicated in Section 01 11 13 - Summary of Work**

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 **Five Hundred Dollars (\$500.00)** per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion up to a maximum of **\$10,000 (20 days)** 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 ENERGY AUTHORITY

Signature of Contracting Officer

Typed Name

Date

ALASKA ENERGY AUTHORITY

PERFORMANCE BOND

Bond No. _____

For

**Port Heiden Distribution Upgrade Project Phases 1 and 2
Project No. 22044**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

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

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Alaska Energy 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 _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Energy Authority 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.

ALASKA ENERGY AUTHORITY

PAYMENT BOND

Bond No. _____

For

**Port Heiden Distribution Upgrade Project Phases 1 and 2
Project No. 22044**

NOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

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

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Energy Authority 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.

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:

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

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

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the Authority?
[] Yes [] No

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

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

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

Name of Contractor

Name and Title of Person Signing

Signature

Date

**ALASKA ENERGY AUTHORITY
SECTION 00 70 00
GENERAL CONDITIONS**

- ARTICLE 1 DEFINITIONS
- ARTICLE 2 AUTHORIZATION 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
- 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, AND INDEMNIFICATION
- 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 Preferential Employment
- 7.14 Wages and Hours of Labor
- 7.15 Overtime Work Hours and Compensation
- 7.16 Covenants against Contingent Fees
- 7.17 Officials Not to Benefit
- 7.18 Personal Liability of Public Officials

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

ARTICLE 11 CONTRACT TIME, COMPUTATION AND CHANGE

- 11.1 Commencement of Contract Time; Notice to Proceed
- 11.2 Starting the Work
- 11.3 Computation of Contract Time
- 11.4 Time Change
- 11.5 Extension Due to Delays
- 11.6 Essence of Contract
- 11.7 Reasonable Completion Time
- 11.8 Delay Damages

ARTICLE 12 QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 Uncovering Work
- 12.5 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
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- 13.1 Schedule of Values
- 13.2 Preliminary Payments
- 13.3 Application for Progress Payment
- 13.4 Review of Applications for Progress Payments
- 13.5 Stored Materials and Equipment
- 13.6 CONTRACTOR's Warranty of Title
- 13.7 Withholding of Payments
- 13.8 Retainage
- 13.9 Request for Release of funds
- 13.10 Substantial Completion
- 13.11 Access Following Substantial Completion
- 13.12 Final Inspection
- 13.13 Final Completion and Application for Payment
- 13.14 Final Payment

- 13.15 Final Acceptance
- 13.16 CONTRACTOR's Continuing Obligation
- 13.17 Waiver of Claims by CONTRACTOR
- 13.18 No Waiver of Legal Rights

ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

- 14.1 AUTHORITY May Suspend Work
- 14.2 Default of Contract
- 14.3 Rights or Remedies
- 14.4 Convenience Termination

ARTICLE 15 CLAIMS AND DISPUTES

- 15.1 Notification
- 15.2 Presenting Claim
- 15.3 Claim Validity, Additional Information & Authority's Action
- 15.4 Contracting Officer's Decision
- 15.5 Appeals on a Contract Claim
- 15.6 Construction Contract Claim Appeal
- 15.7 Fraud and Misrepresentation in Making a Claim

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.

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 - Means written approval by the Contracting Officer or his authorized representative as defined in Article 2.1. '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.

A.S - Initials which stand for Alaska Statute.

Authority - The Alaska Energy Authority (AEA). References to "Contracting Agency" means the AUTHORITY. The AUTHORITY is acting as an agent for Owner.

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. References to Authority's Consultants shall include Engineer.

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 Executive Director 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, contracts 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.

CONTRACTOR's Release – CONTRACTOR's written notification to the AUTHORITY specifying final payment due and releasing the AUTHORITY of any and all claims.

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 and are by reference made a part of the Contract Documents.

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

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 Completion - The Project has progressed to the point that all required Work is complete..

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

General Requirements - Sections of Division 1 of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

Holidays - In the State of Alaska, Legal Holidays occur on:

1. New Years Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

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

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 Project Manager 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.

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.

Onsite Project Representative - The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

Owner - Means Grantee for whom the ALASKA ENERGY AUTHORITY is acting as an agent of.

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.

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

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

Procurement Manager/Officer - The person authorized by the Contracting Officer to 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 present such to the Contracting Officer, to modify or terminate the Contract.

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.

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

Proposal Guaranty - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if his Proposal is accepted by the 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 - 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 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, material man, or vendor of materials or equipment.

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

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

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 him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the 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 The performance or nonperformance of the Contracting Officer or his authorized representative, shall not give rise to any contractual obligation or duty 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 or his authorized representative 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 his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

The submission of a bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The 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 six 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.

3.5 Discrepancy in Contract Documents:

- 3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the 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 his purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

4.4 Utilities:

- 4.4.1 The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the 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 Project Manager. 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 Project Manager. The Project Manager 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 his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes. Survey notes are to be in a format acceptable to the AUTHORITY.

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:

5.2.1 The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all 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 his option copy the Surety with notice of any potential default or liability.

5.3 Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the AUTHORITY, or if any such Surety fails to furnish reports as to his 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 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 Alaska Energy Authority 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.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of Work under this agreement the following policies and minimum limits of liability. 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 and Employer's Liability Protection in the amount of \$500,000 each accident/\$500,000 each disease.
2. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
3. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.

b. Commercial General Liability Insurance: on an occurrence policy form covering all operations by or on behalf of the CONTRACTOR with combined single limits not less than:

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 Authority and the Owner shall be named as “Additional Insured” under all liability coverages listed above.

- c. Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with combined single limits not less than:

\$1,000,000 each occurrence

- 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 Subcontractors at all tiers. 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, or while temporarily located away from the Project site.

In addition to providing the above coverages the CONTRACTOR shall require that all indemnities obtained from any SUBCONTRACTORS be extended to include the Authority and Owner as an additional named indemnitees. CONTRACTOR shall further require that the Authority and the Owner be named as additional insured on all liability insurance policies maintained by all SUBCONTRACTORS under their contracts with CONTRACTOR, and that an appropriate waiver of subrogation in favor of the Authority be obtained with respect to all other insurance policies.

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

- 5.4.3 a. 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 AUTHORITY and the Owner and to add the ALASKA ENERGY AUTHORITY and the Owner as additional named indemnitees and as additional insured.
- b. 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.
- c. 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, the

OWNER 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 CONTRACTOR or SUBCONTRACTOR's performance of WORK under 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 Project Manager 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 Project Manager 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 Project Manager may, in writing, require the CONTRACTOR to remove from the Work any employee the Project Manager deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Project Manager 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 Project Manager, 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 paragraph 2.3.

6.6 Anticipated Schedules:

- 6.6.1 Prior to submitting the CONTRACTOR's first Application for Payment the CONTRACTOR shall submit to the Project Manager for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.
- 6.6.2 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit to the Project Manager for review:

Anticipated schedule of Shop Drawing submissions; and

Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract 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 Project Manager 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 his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the prosecution of the Work be discontinued for any reason, the CONTRACTOR shall notify the Project Manager 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 Project Manager 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 Project Manager only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Project Manager that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Project Manager 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 Project Manager 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 Project Manager 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 Project Manager may reject any substitution request which the Project Manager determines is not in the best interest of the OWNER.
- 6.9.5 Substitutions shall be permitted during or after the bid period as allowed and in accordance with Document 00 02 00 - Invitation for Bids, Document 00 70 00 – General Conditions, and Document 01 60 00 – Materials and Equipment.

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 Project Manager, if the CONTRACTOR submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Project Manager will be similar to that provided in paragraph 6.9 as applied by the Project Manager and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

The Project Manager will be allowed a reasonable time within which to evaluate each proposed substitute. The Project Manager 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 AS 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions.
- 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 his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the 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 Project Manager for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Project Manager. 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 Project Manager.

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 Project Manager 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 Project Manager.

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 Project Manager 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 Project Manager 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 Project Manager to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Project Manager 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 Project Manager 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 Project Manager 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 his intent. The AUTHORITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Project Manager may reject any variation request which the Project Manager determines is not in the best interest of the AUTHORITY.

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Project Manager will review with reasonable promptness Shop Drawings and samples, but the Project Manager'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 Project Manager 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 Project Manager on previous submittals.
- 6.21.2 The Project Manager'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 Project Manager 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 AUTHORITY review costs resulting from the initial submission and the resubmittal. The CONTRACTOR shall, at the discretion of the AUTHORITY, 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 Project Manager'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 his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.25 Use of Explosives:

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

6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.

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

6.26 CONTRACTOR's Records:

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

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

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed

The CONTRACTOR shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the 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 Department of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the 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 Project Manager 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 Project Manager. 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 Project Manager, the CONTRACTOR shall bear all costs arising there from; 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 his employees and AUTHORITY representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

7.7 Business Registration:

Comply with AS 08.18.011, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A

partnership or joint venture shall be considered registered if one of the general partners or 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 Project Manager. 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: Not Applicable.

7.13 Preferential Employment: Not Applicable.

7.14 Wages and Hours of Labor:

7.14.1 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 performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR's certified payrolls. Regardless of project funding source, copies of all certified payrolls supplied to the State Department of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors.

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

- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
- d. the 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.

7.14.3 Within three calendar days of award of a construction contract, the CONTRACTOR shall file a "Notice of Work" with the Department of Labor and shall pay all related fees. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to the 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.

7.15 Overtime Work Hours and Compensation:

Pursuant to 40 *U.S.C.* 327-330 and AS 23.10.060 -.110, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the *Contract Work Hours and Safety Standards Act* unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the 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.

7.16 Covenant Against Contingent Fees:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the AUTHORITY shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise

recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.17 Officials Not to Benefit:

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

7.18 Personal Liability of Public Officials:

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

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 his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the 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 Project Manager of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Project Manager 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 Project Manager. 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 Project Manager 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, Project Manager 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 Authority-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 Project Manager 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 Project Manager may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Project Manager 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 Project Manager, 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 Project Manager depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Project Manager finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Project Manager does not find that a Change Order is justified, the Project Manager may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Project Manager 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 Project Manager, 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 Project Manager 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 Project Manager shall promptly investigate the conditions, and if the Project Manager finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

9.9.2 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 Project Manager shall be given the opportunity to supervise and check the keeping of such records.

9.10 Interim Work Authorization

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

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

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

10.2 Claim for Price Change:

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

10.3 Change Order Price Determination:

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

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).

10.3.2 By mutual acceptance of a lump sum price that includes overhead and profit. The following maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be used in the negotiation of a Lump Sum Change Order:

- a. 17% - where a cost is borne directly by prime contractor (first tier contractor).
- b. 10% - where a cost is borne by a subcontractor (lower tier contractor).

Where the cost is borne by a subcontractor acting as a first tier contractor, the allowable overhead and profit markup for lump sum change orders shall not exceed 17%. Any lower tier subcontractors, including the CONTRACTOR in this case, for whom the first tier subcontractor performs the work, shall be allowed an overhead and profit markup that does not exceed 10%.

10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the "cost of the work" (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.6).

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

10.4 Cost of the Work:

The term "cost of the work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the 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 include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. 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 his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related work.

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

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

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

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

- d. Sales, consumer, use or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the 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 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 twenty percent;
 - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors and multiple tiers thereof shall be fifteen percent;
 - 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 ten 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 Project Manager will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Project Manager will review with the CONTRACTOR preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Project Manager'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 Project Manager 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 Project Manager 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 Final Completion.

11.3.3 The Contract Time shall be as stated in 00800, Supplementary Conditions.

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 Project Manager 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 Substantial Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages:

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

Liquidated and actual damages for delay shall be paid by the CONTRACTOR or his Surety to the 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 his 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 arising, and including 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 AUTHORITY costs, fees, and charges related to reprocurement. If a default termination occurs, the CONTRACTOR or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

For each calendar day that the work remains incomplete after the expiration of the Contract Time, liquidated damages in the amount as stated in 00800, Supplemental Conditions shall be assessed to the CONTRACTOR. If no money is due the CONTRACTOR, the AUTHORITY shall have the right to recover said sum from the CONTRACTOR, the surety or both. The amount of these deductions is to reimburse the AUTHORITY for estimated liquidated damages incurred as a result of the CONTRACTOR's failure to complete the work within the time specified. As liquidated

damages, such deductions are not to be considered as penalties.

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

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 consultants, 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 Project Manager 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 therefore, pay all costs in connection therewith and furnish the Project Manager 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 Project Manager, it must, if requested by the Project Manager, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Project Manager timely notice of CONTRACTOR's intention to cover the same and the Project Manager 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 Project Manager, it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the CONTRACTOR's expense.

12.4.2 If the Project Manager considers it necessary or advisable that covered Work be observed inspected or tested, the CONTRACTOR, at the Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager 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 Project Manager, 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 Project Manager, 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 Project Manager's written instructions, either correct such Defective Work, or, if it has been rejected by the Project Manager, 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 Project Manager may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Project Manager's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the 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 his Surety to the AUTHORITY.

12.9 AUTHORITY May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Project Manager to proceed to correct Defective Work or to remove and replace rejected Work as required by the Project Manager 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 Project Manager 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 Project Manager and his authorized representatives such access to the site as may be necessary to enable the Project Manager 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 Project Manager, 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 Project Manager. 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 Project Manager 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:

Project Manager will either indicate in writing a recommendation of payment or return the Application for Payment to the CONTRACTOR indicating in writing the Project Manager'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 Project Manager. 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 12.9.
- 13.7.4 The AUTHORITY's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the 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 his 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 Project Manager 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 Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the 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 Project Manager 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 Project Manager, the CONTRACTOR and Engineer(s) shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the CONTRACTOR in writing giving the reasons therefore. If the Project Manager considers the Work substantially complete, the Project Manager 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 Project Manager 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 AUTHORITY 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 Project Manager will make a final inspection with the CONTRACTOR and Engineer(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 Project Manager and delivered 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 Project Manager 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 Project Manager's observation of the Work during construction and final inspection, and the Project Manager's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents; and the Project Manager 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 Project Manager 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 Project Manager 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 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the 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.

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) 01 77 00, such Work shall constitute a continuing obligation under the Contract.

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 Owner, 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.

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 therefore, 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 his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the 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 therefore 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 his 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 neglect or refuse 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 you declare bankruptcy, termination will be under Title 11 US Code 362 and/or 365. Your 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. are 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 you and your 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 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 his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. 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 your 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. CONTRACTOR forfeits any right to claim for the same work or any part thereof. CONTRACTOR is not 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 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 his 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 OWNER. 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 he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;

- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the 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 his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.

14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
- c. So far as practicable, claims by the contractor for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:
 1. Contractor-owned equipment usage, based on the contractor's ownership and operating costs for each piece of equipment as determined from the contractor's accounting records. Under no circumstance, may the contractor base equipment claims on published rental rates.
 2. Idle or stand-by time for Contractor-owned equipment, based on your 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 you 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 you have 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 his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:

- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
- b. Any claim for which the 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 his 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 his 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 his Contract and relating to the Work terminated hereunder.
 - b. 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 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 he basis his 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 01 32 00**.
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the 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 Project Manager, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledge of the receipt of the Claim.
- 15.1.6 The CONTRACTOR waives any right to claim if the 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

- 15.4.1 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. 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 Executive Director of the Authority.

15.5 Appeals on a Contract Claim.

15.5.1 An appeal from a decision of the Contracting Officer on a contract claim may be filed by the CONTRACTOR with the Executive Director of the Authority. The appeal shall be filed within 14 days after the decision is received by the CONTRACTOR. An appeal by the CONTRACTOR may not raise any new factual issues or theories of recovery that were not presented to and decided by the Contracting Officer in the decision under Section 15.4, except that a CONTRACTOR may increase the contractor's calculation of damages if the increase arises out of the same operative facts on which the original claim was based. The CONTRACTOR shall file a copy of the appeal with the Contracting Officer.

- a. An appeal must contain a copy of the decision being appealed and identification of the factual or legal errors in the decision that form the basis for the appeal.
- b. The Executive Director shall handle the appeal of a claim under this section expeditiously.

15.6 Construction Contract Claim Appeals.

15.6.1 The appeal from a decision of the Contracting Officer of a claim involving a construction contract shall be resolved by:

- a. binding and final arbitration under AS 09.43.010 - 09.43.180 (Uniform Arbitration Act) if the claim is:
 1. less than \$250,000 and the CONTRACTOR requests arbitration of the claim; or
 2. \$250,000 or more and both the agency and the CONTRACTOR agree to arbitration of the claim; or
- b. a hearing under the Authority's established policy and procedures if the claim is not handled by arbitration under 15.6.1 of this subsection.

15.7 Fraud and Misrepresentation in Making Claims

Criminal and Civil penalties authorized under State or federal law (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.”

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SECTION 00 80 00 SUPPLEMENTARY CONDITIONS

MODIFICATIONS TO THE GENERAL CONDITIONS 00 70 00

The following supplements modify, change, delete from, or add to Section 00 70 00 "General Conditions of the Construction Contract for Buildings", revised December, 2011. Where any article of the General Conditions is modified, or a Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

SC-1-DEFINITIONS

A. Add the following definitions:

1. **QUALITY ASSURANCE ACCEPTANCE TESTING** – This is all sampling and testing performed by the CONTRACTOR to determine at what level the product or service will be accepted for payment. Qualified personnel and laboratories will perform sampling and testing. The AUTHORITY pays for this testing.
2. **QUALITY CONTROL PROGRAM (QC PROGRAM)** – The CONTRACTOR'S, Subcontractor's or Supplier's operational techniques and activities that maintain control of the construction process to fulfill the Contract requirements. This may include materials handling, construction procedures, calibration and maintenance of equipment, production process control, material sampling, testing and inspection, and data analysis.
3. **RESIDENT ENGINEER** - The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

SC-2.4-VISITS TO SITE/PLACE OF BUSINESS

At General Conditions Article 2.4, delete the first four words of the first sentence ("The Contracting Officer will ...") and replace with the following words "The Contracting Officer has the right to, but is not obligated to..."

SC-4.3-EXPLORATIONS AND REPORTS

At General Conditions Article 4.3, add the following paragraph:

"All reports and other records (if available) are provided for informational purposes only to all plan holders listed with the AUTHORITY as General Contractors, and are available to other planholders upon request. They are made available so Bidders have access to the same information available to the AUTHORITY. The reports and other records are not intended as a substitute for independent investigation, interpretation, or judgment of the Bidder. The AUTHORITY is not responsible for any interpretation or conclusion drawn from its records by the Bidder. While referenced by or provided with the Contract Documents; the recommendations, engineering details, and other information contained in these reports of explorations shall not be construed to supersede or constitute conditions of the Contract Documents."

SC-4.7 – SURVEY CONTROL

At General Conditions Article 4.7, delete the section in its entirety. See Section 01 71 23.16 - Construction Surveying for project specific surveying requirements.

SC-5.4.3 – INSURANCE REQUIREMENTS

At General Condition Article 5.4.3 add the following:

- "d. The delivery to the AUTHORITY of a written notice in accordance with the policy provisions is required before cancellation of any coverage or reduction in any limits of liability."

SC-5.4.2a – WORKERS COMPENSATION INSURANCE

At General Condition Article 5.4.2a, delete paragraph "a" in its entirety and replace with the following:

- "a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract. Coverage shall include:
 1. Waiver of subrogation against the Authority.
 2. Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.
 3. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
 4. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000."

SC-5.4.2 b- COMMERCIAL GENERAL LIABILITY INSURANCE

At General Conditions Article 5.4.2.b, remove and replace the last sentence with the following:

"The following parties shall be named as "Additional Insured" under all liability coverages listed above:

- The Authority
- The Denali Commission

SC-5.4.2d- BUILDER'S RISK INSURANCE

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

PROJECT NO. 22044

PORT HEIDEN DISTRIBUTION UPGRADE PROJECT PHASES 1 AND 2

SC – 6.13 – SUBCONTRACTORS

Add new general conditions Article 6.13.7 as follows:

6.13.7 The Contractor may, without penalty, replace a subcontractor who:

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

In addition to the circumstances described above, a Contractor may in writing request permission from the AUTHORITY to add a new subcontractor or replace a listed subcontractor. The AUTHORITY will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the AUTHORITY.

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

If a Contractor violates this article, the Contracting Officer may;

1. Cancel the Contract after Award without any damages accruing to the AUTHORITY; or
2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 0 percent of the value of the subcontract at issue.

SC-7.14 – WAGES AND HOURS OF LABOR

General Condition Article 7.14.1 and Article 7.14.3 shall apply to all on-site work in Port Heiden. This is because the City of Port Heiden is a political subdivision of the State of Alaska and this work is subject to AS 36.05.

General Condition Article 7.14.2 (Alaska Mini-Davis-Bacon Wage Rates) shall apply to all on site work in Port Heiden. Applicable wage rates can be obtained at:
<https://labor.alaska.gov/lss/pamp600.htm>

SC-9.4–CHANGE ORDER

At General Conditions Article 9.4, add the following sentence:

"The AUTHORITY will issue Change Orders for the CONTRACTOR to sign. A Change Order shall be considered executed when the AUTHORITY signs it. The CONTRACTOR'S signature indicates that they accept the Change Order or acknowledge it. Acknowledgement of a Change Order does not surrender the CONTRACTOR'S right to claim."

SC-11.3 – COMPUTATION OF CONTRACT TIME

At General Conditions Article 11.3.3, delete the subsection in its entirety.

SC – 11.5 – EXTENSION DUE TO DELAYS:

At General Conditions Article 11.5, delete paragraph in its entirety and replace with the following:

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, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities, 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 Project Manager 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.

SC-11.8–DELAY DAMAGES

At General Condition Article 11.8, add the following paragraphs:

11.8.1 For each calendar day that the Work is not Substantially Complete after the Substantial Completion date has passed, the AUTHORITY shall deduct \$500 from progress payments up to a maximum of \$10,000 (20 days).

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

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

SC-12.1–WARRANTY AND GUARANTEE

At General Condition Article 12.1, add the following sentence:

“The failure of the AUTHORITY to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances.”

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SC-12.6–CORRECTION OR REMOVAL OF DEFECTIVE WORK

At General Condition Article 12.6, add the following paragraphs:

“The CONTRACTOR shall establish necessary lines and grades before performing the Work. Work done before necessary lines and grades are established, Work contrary to the AUTHORITY’S instructions, Work done beyond the limits of the Contract, or any extra Work done without authority, will be considered as unauthorized and shall not be paid for by the AUTHORITY, and may be ordered removed or replaced at no additional cost to the AUTHORITY.”

SC – 13.5 – STORED MATERIALS AND EQUIPMENT

At General Conditions Article 13.5, add the following;

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

MODIFICATIONS TO THE FEDERAL ASSURANCES 00 90 00

The following supplements modify, change, delete from, or add to Section 00 90 00 "Federal Assurances". Where any Paragraph, Subparagraph, or Clause of the Federal Assurances is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Paragraph, Subparagraph, or Clause shall remain in effect.

SC-90.1–BREACHES AND DISPUTE RESOLUTION

At Federal Assurances Paragraph 90.1 delete the paragraph in its entirety. See General Conditions 00 70 00 Article 15 for Claims and Disputes

SC-90.2 – TERMINATION

At Federal Assurances Paragraph 90.2 delete the paragraph in its entirety. See General Conditions 00 70 00 Article 14 for Suspension of Work and Termination.

SC-90.4–DAVIS-BACON ACT, AS AMENDED

At Federal Assurances Paragraph 90.4 delete the paragraph in its entirety. See Supplemental Conditions 00 80 00 SC-7.14 for prevailing wage rate requirements.

SC-90.13–DOMESTIC PREFERENCES FOR PROCUREMENTS

The Denali Commission Federal funds are exempt from the Buy American Act and therefore this project is not subject to the Buy American Act.

END OF SECTION 00 80 00

Because this contract is funded with federal funds, the following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

90.1 BREACHES AND DISPUTE RESOLUTION.

Contracts in excess of \$250,000. Any dispute arising under this Contract which is not disposed of by mutual agreement shall be resolved in accordance with 2 AAC 108.915.

90.2 TERMINATION.

Contracts in excess of \$10,000. This Contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination ("Default Termination"). If the Authority terminates this agreement, the Authority will pay the Contractor a sum equal to the percentage of Work completed that can be substantiated either by the Contractor to the satisfaction of the Authority, or by the Authority. If the Authority becomes aware of any non-conformance with the Work or this agreement by the Contractor, the Authority will promptly notify the Contractor in writing of the non-conformance. Should the Contractor's Work remain in non-conformance after having received written notification, the percentage of total compensation attributable to the non-conforming Work may be withheld. The Authority may at any time suspend or terminate ("Convenience Termination") this Agreement for its needs or convenience with or without cause upon written notice. In the event of a Convenience Termination, the Contractor will be compensated for all authorized Work and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable expenses. No fee or other compensation will be due for any incomplete portion of the Work.

90.3 EQUAL EMPLOYMENT OPPORTUNITY.

Except as otherwise provided under [41 CFR Part 60](#), all construction contracts must include, and all contractors and subcontractors must comply with, the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

90.4 DAVIS-BACON ACT, AS AMENDED ([40 U.S.C. 3141-3148](#)).

Construction contracts in excess of \$2,000 are required to comply with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. **A copy of the current prevailing wage determination issued by the Department of Labor is included in this solicitation.** Contract and subcontract awards must be conditioned upon the acceptance of the wage determination. All suspected or reported violations must be reported to the Federal awarding agency.

90.5 COPELAND “ANTI-KICKBACK” ACT ([40 U.S.C. 3145](#))

Construction contracts in excess of \$2,000 are required to comply with the **Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#))**, as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

90.6 CONTRACT WORK HOURS/SAFETY STANDARDS ACT ([40 U.S.C. 3701-3708](#)).

Construction contracts in excess of \$100,000 that involve the employment of mechanics or laborers are required to comply with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

90.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

90.8 CLEAN AIR ACT ([42 U.S.C. 7401-7671Q](#).) AND THE FEDERAL WATER POLLUTION CONTROL ACT ([33 U.S.C. 1251-1387](#)), AS AMENDED

Contracts in excess of \$150,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

90.9 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 & 12689)

A contract award **greater than or equal to \$25,000** (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” **Contractors that apply or bid for an award exceeding \$25,000 must sign and submit the attached “Debarment” certification with their bid.**

90.10 BYRD ANTI-LOBBYING AMENDMENT ([31 U.S.C. 1352](#))

Each contractor and subcontractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures shall be forwarded from tier to tier up to the Authority. **Contractors that apply or bid for an award exceeding \$100,000 must sign and submit the attached “Lobbying” certification with their bid.**

90.11 PROCUREMENT OF RECOVERED MATERIALS.

A state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, **where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000**; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

90.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Contractors and subcontractors are prohibited from entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). See [§ 200.216](#).

90.13 DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, and to the greatest extent practicable, Contractor’s are required to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award. See [§ 200.322](#).

DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – 2 CFR 200.214; Executive Orders 12549 and 12689 [Applicable to all federally assisted contracts which exceed \$25,000]**Instructions for Certification:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
2. The prospective contractor and lower tier participants shall provide immediate written notice to the Authority if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders [12549](#) and 12689. You may contact the Authority for assistance in obtaining a copy of those regulations.
4. The prospective contractor and lower tier participants agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
5. The prospective contractor and lower tier participants further agrees by submitting this bid or proposal that it will require the language of this certification be included in all subcontracts and all lower tier participants shall certify compliance with this requirement.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

- (1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 2 CFR §180 apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC §1352

[Applicable to all federally assisted contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to the Authority the below certification with its bid response for any federally assisted contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and **submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

2. The undersigned also agrees that he or she shall require that the language of this certification be **included in all lower tier subcontracts, which exceed \$100,000** and that all such recipients shall certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

End of Federal Assurances

SECTION 01 11 13
SUMMARY OF WORK

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Contract Method.
- B. Work by Others.
- C. Coordination.
- D. Work covered by Contract Documents.

1.2 RELATED REQUIREMENTS:

- A. Section 00 70 00 – General Conditions.
- B. Section 00 80 00 – Supplementary Conditions.
- C. Division 1
- D. Division 2
- E. Division 31
- F. Division 33

1.3 CONTRACT METHOD

- A. This Contract is lump sum as shown on the Section 00 32 00 – Bid Schedule. This work shall be measured and paid for in accordance with Section 00 70 00 – General Conditions, Article 13 – Payment to Contractors and Completion and Section 01 29 73 - Schedule of Values.

1.4 WORK BY OTHERS

- A. All work shall be included in this Contract except for tasks specifically indicated as being performed by others.

1.5 COORDINATION

- A. Coordinate Work to assure efficient and orderly sequence of installation.
- B. Prior to procurement, verify that characteristics of interrelated equipment are compatible.
- C. Coordinate space requirements and installation of components. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.

1.6 WORK COVERED BY CONTRACT DOCUMENTS

- A. The intent of the Contract is to provide for the construction and completion of every detail of work described in the Contract Documents. The Contractor shall furnish all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work in accordance with the Contract Documents.

- B. The following general requirements apply to the Base Bid and to all Additive Alternates.
1. Receive Owner Furnished Cable in accordance with Section 01 64 20.
 2. Furnish all other required equipment and materials.
 3. Mobilize all equipment, materials, tools, supplies, etc. and all required personnel to the project site in Port Heiden, AK.
 4. Obtain written agreement to procure local fill material for Bedding and for Road Surface Material.
 5. Prepare a Stormwater Pollution Prevention Plan (SWPPP), file a Notice of Intent/Termination, and implement/comply with the plan for the duration of construction. See Section 31 23 19.
 6. Locate existing survey control, mark property boundaries, locate existing utilities, and lay out work areas. See Section 01 71 23.16.
 7. Excavate, install systems, screen and place bedding, backfill, compact, and grade.
 8. Maintain power service to all customers in the community with limited outages. Plan work carefully and scheduled all outages in advance with the local utility.
 9. For all work that impacts power service to the airport and associated navigational equipment, coordinate with the Airport Manager, FAA, and the Alaska Department of Transportation (DOT). Prepare NOTAMs or other notifications as required. See Section 33 05 00.
 10. Provide advance written notice to the Authority in accordance with Section 01 77 00 - Contract Closeout Procedures to schedule substantial completion inspection. Prior to declaring the project substantially complete, perform all required tests of the system.
 11. Provide access for the Authority and the Engineer to the site.
 12. Correct all deficiencies noted in the Substantial Completion Inspection punchlist. Provide photographic documentation of corrections to the Authority.
 13. Deliver all transformers, primary sectionalizing cabinets, and secondary pedestals taken out of service as a result of demolition to the local storage area designated by the utility.
 14. Upon completion, finish grade all work areas, remove all Contractor tools and equipment from the project site, thoroughly clean all work areas, remove all rubbish and debris, and dispose of all waste in accordance with the Contract Documents.
- C. Work under this Contract is defined under Phase 1 Base Bid, Phase 2 Base Bid, and Additive Alternates as described in the paragraphs that follow.

1.7 PHASE 1 BASE BID DESCRIPTION OF WORK

Provide all work on Phase 1 of the Port Heiden Distribution Upgrade project except for work specifically indicated on the Drawings as Additive Alternates. Work shall include but not be limited to:

- A. Install all new Phase 1 distribution systems except for items specifically indicated as Additive Alternates on the Drawings.
- B. Connect new work to existing distribution as specifically indicated on the Drawings.
- C. Demolish existing distribution as indicated on the Drawings. Coordinate demolition with cut over to new work so as to minimize outages.

1.8 PHASE 2 BASE BID DESCRIPTION OF WORK

Provide all work on Phase 2 of the Port Heiden Distribution Upgrade project except for work specifically indicated on the Drawings as Additive Alternates. Work shall include but not be limited to:

- A. Install all new Phase 2 distribution systems except for items specifically indicated as Additive Alternates on the Drawings.
- B. Connect new work to existing distribution as specifically indicated on the Drawings.
- C. Demolish existing distribution as indicated on the Drawings except for items specifically indicated as Additive Alternates. Coordinate demolition with cut over to new work so as to minimize outages.

1.9 ADDITIVE ALTERNATE #1 (REACTOR) DESCRIPTION OF WORK

- A. Install new shunt reactor and associated devices, raceways, and conductors as indicated on Sheet E1.10.

1.10 ADDITIVE ALTERNATE #2 (TRAPPER HILL) DESCRIPTION OF WORK

- A. Perform all the Trapper Hill Primary Cable Upgrade work indicated on Sheet E1.11.

1.11 ADDITIVE ALTERNATE #3 (STREET LIGHTING) DESCRIPTION OF WORK

- A. Furnish and install all street lights and associated poles, hardware, raceways, and secondary conductors. Note that street lights are only being installed in the Phase 1 work area.

1.12 ADDITIVE ALTERNATE #4 (AIRPORT EAST AREA) DESCRIPTION OF WORK

- A. Install all new Phase 2 distribution systems specifically indicated as Additive Alternate #4 on the Drawings.
- B. Connect new work to existing distribution as specifically indicated on the Drawings.
- C. Demolish existing distribution as specifically indicated on the Drawings.

Coordinate demolition with cut over to new work so as to minimize outages.

1.13 ADDITIVE ALTERNATE #5 (AIRPORT NORTHWEST AREA) DESCRIPTION OF WORK

- A. Install all new Phase 2 distribution systems specifically indicated as Additive Alternate #5 on the Drawings.
- B. Connect new work to existing distribution as specifically indicated on the Drawings.
- C. Demolish existing distribution as specifically indicated on the Drawings. Coordinate demolition with cut over to new work so as to minimize outages.

1.14 ADDITIVE ALTERNATE #6 (SPARE TRANSFORMERS) DESCRIPTION OF WORK

- A. Furnish 3 each spare transformers as specifically indicated on the Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

PROJECT SCHEDULE CRITICAL DATES

Pre-Bid Meeting	See 001150a Special Notice to Bidders
Bid Opening	See 000200 Invitation to Bid
Substantial Completion	October 31, 2023
Final Completion	November 21, 2023

END OF SECTION

SECTION 01 12 19

CONTRACTOR'S CERTIFICATION OF SUBCONTRACTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 10 00 – Information to Bidders.
- B. Section 00 43 00 – Subcontractor List.
- C. Section 00 70 00 – General Conditions: Subcontractor Certification and Approval.
- D. Section 00 80 00 – Supplementary Conditions: Subcontract Provisions.
- E. Section 01 33 00 – Submittal Procedures.

1.3 PREPARATION OF CERTIFICATION

- A. Certification Forms: Use forms provided by the Authority.
- B. Contractor shall prepare certification form. Where required, attach additional information to the certification form.
- C. Substitute certification forms will not be considered.

1.4 SUBMITTAL OF CERTIFICATION

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

1.5 CONSIDERATION OF CERTIFICATION

- A. Following receipt of submitted subcontractor certification forms, the Authority will review for the following, at minimum:
 - 1. Completeness of forms and attachments
 - 2. Proper execution (signatures) of forms and attachments
- B. Incomplete or improperly executed subcontractor certification forms will be returned to the Contractor for revision and resubmittal.

- C. Contractor shall remove its subcontractor from the project site until its subcontractor certification form is submitted, reviewed, and approved.
- D. The Authority will not process payments for work performed by a non-certified subcontractor.

1.6 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 Project Manager's signature.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Subcontractor Name: _____

c. Does the evidence of insurance list the Authority as an "Additional Insured" or "Certificate Holder"?

Yes No

d. Does the evidence of insurance commit to providing 30 day written notice of cancellation or reduction of any coverage?

Yes No

e. Insurance Expiration dates:

Comprehensive or Commercial General Liability: _____

Automobile: _____ Workers' Compensation: _____

(Other): _____

9. Copies of the following professional certifications, licenses, and registrations are attached (circle all that apply):

Business License (mandatory)

Contractor License (mandatory)

Land Surveyor's License

Electrical Administrator's License (mandatory for electrical subs)

Mechanical Administrator's License (mandatory for mechanical subs)

Engineer/Architect

Other: _____

10. Exceptions to any of the above are explained as follows: _____

CERTIFICATION (to be completed and signed by PRIME CONTRACTOR): I certify all the above to be true and correct.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

AUTHORITY'S APPROVAL/DISAPPROVAL

The subject subcontract is **APPROVED**. Nothing in this approval should be construed as relieving the Prime Contractor of the responsibility for complete performance of the work or as a waiver of any right of the Approval to reject defective work.

Signature: _____ Date: _____
Project Manager

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

Signature: _____ Date: _____
Project Manager

SECTION 01 26 63
CHANGE PROCEDURES

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 32 00 – Bid Schedule.
- B. Section 00 51 00 – Construction Contract.
- C. Section 00 70 00 – General Conditions.
- D. Section 00 80 00 – Supplementary Conditions.
- E. Section 01 29 73 – Schedule of Values.
- F. Section 01 29 76 – Application for Payment.
- G. Section 01 32 16 – Construction Progress Schedule.
- H. Section 01 73 00 – Execution Requirements.

1.2 SUBMITTALS

- A. Submit the name of the individual authorized to accept changes, and to be responsible for informing others in the Contractor's employ of changes in the Work.
- B. Submit with each price proposal a complete, detailed, itemized cost breakdown defining all impacts on Contract Price and Contract Time, in sufficient detail to fully explain the basis for the proposal.
- C. All change forms shall be provided by the Authority.

1.3 CHANGE AUTHORIZATION

- A. In accordance with Section 00 70 00 – General Conditions, Article 9 Changes, the Authority may authorize changes to the Work. The Authority may authorize changes in one of the following ways:
 - 1. Directive (Section 00 70 00, Article 9.3).
 - 2. Change Order (CO) (Section 00 70 00, Article 9.4).
 - 3. Acceptance of Shop Drawing variations, which have been identified by the Contractor. (Section 00 70 00, Article 9.5).

4. Interim Work Authorization (IWA) (Section 00 70 00, Article 9.10).

1.4 CHANGE PROCEDURES

- A. The Authority may initiate change to the contract by issuing to the Contractor a Request for Proposal (RFP) document. The RFP may include:
 1. Change narrative.
 2. Supplementary revised drawings, specifications, additional details, or sketches.
 3. Other information as deemed appropriate.
- B. The Contractor shall request a change to the contract by submitting to the Authority a written Change Order Request form provided by the Authority. The Authority may respond by rejecting it, or with an RFP to initiate contract change. The Contractor's Change Order Request shall include, at minimum:
 1. A description of the proposed change with a statement of the justification of the change.
 2. Statement of the effect of the change on Contract Price and Contract Time.
 3. The information required in Section 00 70 00 – General Conditions, Article 15 Claims and Disputes.
- C. Upon receipt of a Request for Proposal (RFP) from the Authority, the Contractor shall respond with a price proposal. The Contractor shall make every effort to return its price proposal in response to the RFP within the time frame requested by the Authority, but in no event later than 14 calendar days from date the RFP is issued. For work to be performed after the execution of a Change Order, the basis of pricing shall be estimated. For work performed prior to the execution of a Change Order, the pricing shall be based upon documentation of actual incurred costs. The price proposal shall include:
 1. A complete, detailed, itemized price breakdown.
 2. For the prime contractor and subcontractors, detailed documentation of costs for direct costs, labor, equipment, consultants, sub-contractor markups, overhead and profit, and other items set forth in General Conditions Section 00 70 00, Article 10.
 3. Other information as required by the Authority.
- D. Upon receipt of pricing response to an RFP, the Authority may execute a change to the contract. The issuance of an RFP or the receipt of pricing response to an RFP shall not obligate the Authority to execute a change to the contract.

1.5 DIRECTIVES

- A. The Authority may issue Directives as per Section 00 70 00 – General Conditions, Article 9.3.

1.6 INTERIM WORK AUTHORIZATIONS (IWA)

- A. The Authority may issue Interim Work Authorizations in accordance with Section 00 70 00 – General Conditions, Article 9.10.

1.7 CHANGE ORDER

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

1.8 CHANGE PRICING AND TIME ANALYSIS

- A. Unless specified elsewhere, Section 00 70 00 – General Conditions, Article 10 shall be applied to the negotiation of all changes to the scope of the contract.
 - 1. Unit Price, when unit prices are contained in the Contract.
 - 2. Mutually acceptable Lump Sum Price, including overhead and profit.
 - 3. Cost of the Work.
- B. UNIT PRICE CHANGE – For unit price CHANGE PROCEDURES, prices shall be determined by multiplying the contractual unit price(s) by the estimated quantities of Work associated with changed scope. Payment will be based on the actual installed quantities. Document actual installed quantities and submit information requested by the Authority on a daily basis for its approval and certification. Refer to Section 00 70 00 – General Conditions, Article 10 for additional requirements.
- C. LUMP SUM PRICE CHANGE – The Contractor and the Authority shall negotiate an equitable price (and time adjustment if appropriate) in good faith. If negotiations do not result in a mutually acceptable lump sum price, the Authority may, at its discretion, direct the Contractor to perform the work under Cost of the Work Change Order.
- D. COST OF THE WORK CHANGE – The Contractor shall document Cost of the Work on forms acceptable to the Authority, and shall submit documented costs to the Authority daily for verification and certification. Cost of the Work pricing proposals shall be supported by invoices for substantiation of purchase and rental costs and with additional data as may be requested by Authority.

- E. Time Analysis: NOT USED.
- F. The Authority shall have the right to audit all records in possession of the Contractor relating to activities covered by the Contractor's pricing of Contract CHANGE ORDER PROCEDURES, including Cost of the Work pricing, as set forth in Section 00 70 00 – General Conditions. If the Contractor is a joint venture, the right of Authority shall apply collaterally to the same extent to the records of joint venture sponsor, and of each individual joint venture member.

1.9 FORM EXECUTION

- A. Contract forms issued under this section shall be effective the date the Authority's authorized person signs the form.
- B. For Change Orders, Contractor signature will indicate acceptance of the terms or acknowledgment of order, depending on box checked. Acknowledgment of Change Order does not substitute for notification requirements of Section 00 70 00 – General Conditions, Article 15.1.

1.10 PAYMENT

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



REQUEST FOR INFORMATION or INTERPRETATION

Project: Port Heiden Distribution Upgrade Project Ph 1&2

R.F.I. Number: _____

From: _____

To: Alaska Energy Authority

Date: _____

Re: _____

A/E Project Number: _____

Contract For: _____

Specification Section:

Paragraph:

Drawing Reference:

Detail:

Request:

Signed by:

Date:

Response:

Attachments:

Response From:

To:

Date Rec'd:

Signed by:

Date:

Copies: Owner Consultants _____ _____ _____ _____ File



CHANGE ORDER REQUEST (PROPOSAL)

Project: Port Heiden Distribution Upgrade Project Ph 1&2

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

Project No.: 22044

Directive No.: 000

Project Name: Port Heiden Distribution Upgrade Project Phases 1&2

Scope of this Directive	
<input type="checkbox"/>	Commencement of Work
<input type="checkbox"/>	Suspension of Work
<input type="checkbox"/>	Contract Non-Conformance
<input type="checkbox"/>	Contract Clarification

Contractor: _____

Address: _____

Directive issued By: _____ Date: _____
 Engineer or AEA Project Manager

Receipt Acknowledged By: _____ Date: _____
 Contractor's Representative:

This Directive complements, and is used in accordance with the terms and provisions of the above referenced Contract, and shall not serve to authorize a change in Contractual responsibility. If the CONTRACTOR believes that any condition in this document may affect Contract Time, Price, or Requirement the CONTRACTOR shall immediately notify the DEPARTMENT of such condition. Contract Performance is required as follows:

DESCRIPTION

X

If the Contractor believes this Directive will adjust the Contract time or price the Contractor shall provide a Changer Order Request (COR) to the Authority, within 14 calendar days.

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 01 11 13 – Summary of Work.
- C. Section 01 26 63 – Change Procedures.
- D. Section 01 29 76 – Application for Payment.
- E. Section 01 32 16 – Construction Progress Schedule.
- F. Section 01 33 00 – Submittal Procedures.
- G. Section 01 77 00 – Contract Closeout Procedures.

1.3 FORMAT

- A. Form and content must be acceptable to the Authority.
- B. Form shall have a signature block for submission by Contractor and a signature block for approval by the Authority.
- C. Content shall include the following column headings.
 - 1. Pay Item Activity Number.
 - 2. Pay Item Activity Description.
 - 3. Pay Item Activity Dollar Value.
 - 4. Current Percent Complete.
 - 5. Current Dollar Complete.
 - 6. Previous Percent Complete.
 - 7. Previous Dollar Complete.

8. Percent Complete this Period.

9. Dollar Complete this Period.

1.4 CONTENT

- A. List installed value of each activity shown on the submitted and approved Construction Project Schedule.
- B. For items on which payments will be requested for stored products, list sub values for cost of stored products with taxes paid.
- C. Limits for specific line item values shall be as specified below and shall be included on all approved Schedules of Values and Applications for Payment.

1. Mobilization and Demobilization: NOT APPLICABLE

2. Contract Closeout Procedures: Unless specified elsewhere, the assigned values for tasks specified under Contract Closeout Procedures shall be based upon the estimated value of each task. The breakdown shall include separate amounts for the requirements of Final Completion and Final Acceptance, as set forth below:

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

D. The sum of values listed on the Schedule of Values shall equal total Contract Price.

1.5 A Schedule of Values containing costs for early activities in excess of actual value (“front end loading”) will be rejected by the Authority until the Contractor corrects the deficiency. The Authority shall not be obligated to pay the Contractor until front end loading is eliminated and the Schedule of Values is approved.

1.6 SUBMITTAL

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

1.7 SUBSTANTIATING DATA

- A. When the 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 01 29 76
APPLICATION FOR PAYMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 32 00 – Bid Schedule.
- B. Section 00 70 00 – General Conditions.
- C. Section 00 80 00 – Supplementary Conditions.
- D. Section 01 11 13 – Summary of Work.
- E. Section 01 26 63 – Change Procedures.
- F. Section 01 29 73 – Schedule of Values.
- G. Section 01 32 16 - Construction Progress Schedule
- H. Section 01 77 00 – Contract Closeout Procedures.

1.3 FORMAT

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

1.4 PREPARATION OF APPLICATIONS

- A. Type required information on Application for Payment form acceptable to the Authority.
- B. Execute certification by original signature of authorized officer upon each copy of the Application for Payment.
- C. Show breakdown of costs for each item of the Work on accepted Schedule of Values as specified in Section 01 29 73 – Schedule of Values.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.

- E. Submit Stored Materials Worksheet with every Application for Payment requesting payment for stored materials. Show only direct costs of materials and freight. Submit documentation in accordance with Section 00 70 00 – General Conditions, Article 13.5 Stored Materials and Equipment, for materials shown in column titled “New Material This Pay Request Period.”

1.5 SUBMITTAL PROCEDURES

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

1.6 SUBSTANTIATING DATA

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

1.7 SUBMITTALS WITH APPLICATION FOR PAYMENT

- A. Submit the following for review sufficiently in advance of Application for Payment to allow detailed review by Authority and resolution of differences.
 - 1. Schedule of Values with updated percentages of completion as required by Section 01 29 73 – Schedule of Values.
- B. Submit the following with each Application for Payment.
 - 1. Updated construction schedule as required by Section 01 32 16 - Construction Progress Schedule.
 - 2. Updated Project Record Documents as required by Section 01 78 39 – Project Record Documents.
 - 3. Letter certifying that all Project Record Documents, including as-built drawings and submittals are current.

1.8 ADDITIONAL REQUIREMENTS FOR FIRST APPLICATION FOR PAYMENT

- A. The first Application for Payment will be processed after the Project Manager has received all of the following:

1. Superintendent Data (Section 00 70 00 – General Conditions, Article 6.2).
2. Progress Schedule (Section 00 70 00 – General Conditions, Paragraph 6.6.1, and Section 01 32 16 - Construction Progress Schedule).
3. Schedule of Values (Section 00 70 00 – General Conditions, Paragraph 6.6.2, and Section 01 29 73 – Schedule of Values).
4. Submittal Schedule (Section 00 70 00 – General Conditions, Paragraph 6.6.2).
5. Safety Representative Designation (Section 00 70 00 – General Conditions, Article 6.18).
6. Building Permits (Section 00 70 00 – General Conditions, Article 7.2).
7. Name of Individual Authorized to Accept Changes (Section 01 26 63 – Change Procedures).
8. Contractor Quality Control Plan (Section 01 45 00 – Quality Control).
9. Freeze Protection Plan (Section 01 51 00 – Construction Facilities).

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 01 11 13 – Summary of Work.
- B. Section 01 32 16 - Construction Progress Schedule.
- C. Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- D. Section 01 45 00 – Quality Control.
- E. Section 01 73 00 – Execution Requirements.

1.3 GENERAL REQUIREMENTS

- A. All project meetings will be conducted telephonically unless specifically arranged to be held in person.

1.4 PRECONSTRUCTION CONFERENCES

- B. The Authority will administer preconstruction conference for execution of Contract and exchange of preliminary submittals. Attendance by all key Contractor and Subcontractor personnel is required.
- C. The Authority will document the meeting and distribute minutes within 48-hours of adjournment. Minutes will be typed, reflecting date, list of attendees and in a format to facilitate correction of previous meeting minutes. Distribution will be to all attendees and those affected by discussions or decisions made at meeting.

1.5 PREINSTALLATION CONFERENCES

- A. When required in an individual Specification section, and as shown in the Contractor's quality control plan, or as directed by the Authority, convene a pre-installation conference prior to commencing Work for a specific item.
- B. Require attendance of entities directly affecting, or affected by, Work of the section.
- C. Review conditions of installation, preparation and installation procedures, and coordination with related Work.

- D. Record significant discussions and agreements and disagreements of each conference, and approved schedule. Distribute record of conference to all attendees within 24-hours of adjournment.

1.6 PROGRESS MEETINGS

- A. The Contractor shall attend Progress Meetings when scheduled by the Project Manager or requested by the Contractor. Progress Meetings will be held on a day and time which is mutually convenient to both the Authority and the Contractor. These meetings shall be documented by the Contractor as well as the Project Manager.
- B. The minimum frequency will be typically one time per week during active construction.
- C. Progress Meeting shall be attended by all key Contractor personnel and, as appropriate, key Subcontractor personnel.
- D. The Contractor shall furnish copies of its updated schedule, per Section 01 32 16 - Construction Progress Schedule, to all attendees of the meeting. This schedule will be reviewed in detail during the meeting and will be used for the coordination of activities by others.
- E. Progress Meetings will also be used to review other key aspects of the Work, such as safety, quality, critical items, etc.

1.7 SAFETY MEETING

- A. The Contractor shall conduct Safety Meetings as required by its project Safety Program. Safety Meetings shall be documented in the daily work report.
- B. The Contractor shall invite the Authority to attend Safety Meetings.

1.8 OTHER MEETINGS

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 00 80 00 – Supplementary Conditions.
- C. Section 01 11 13 – Summary of Work.
- D. Section 01 26 63 – Change Procedures.
- E. Section 01 29 73 – Schedule of Values.
- F. Section 01 29 76 – Application for Payment.
- G. Section 01 31 19 – Project Meetings.
- H. Section 01 32 26 - Construction Progress Reporting.
- I. Section 01 33 00 – Submittal Procedures.

1.3 SUBMITTALS

- A. Within fifteen (15) days after date established in Notice to Proceed, submit preliminary schedule.
- B. Within ten (10) days after joint review, submit complete schedule.
- C. Submit updated schedule with each Application for Payment.

1.4 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches.
- C. Scale and Spacing: To allow for notations and revisions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.2 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by Specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide legend for symbols and abbreviations used.

3.3 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.4 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Project Manager at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.5 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Indicate changes required to maintain Date of Substantial Completion.

3.6 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Engineer, Authority, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 32 26
CONSTRUCTION PROGRESS REPORTING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Requirements for submitting reports documenting construction progress.

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 00 80 00 – Supplementary Conditions.
- C. Section 01 11 13 – Summary of Work.
- D. Section 01 31 19 – Project Meetings.
- E. Section 01 32 16 - Construction Progress Schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 SCHEDULE

- A. A daily work report shall be prepared and submitted by the site Superintendent recording progress, all pertinent daily events, and status of any ongoing issues.
- B. Reports shall be submitted a minimum of one time per week. All daily reports for the week shall be consolidated and submitted no later than noon on the following Monday.
- C. More frequent submission may be required during critical times with multiple time critical tasks.
- D. Daily reports documenting work that will be concealed shall be submitted prior to covering work. Types of work requiring immediate reporting shall include but not be limited to underground installation, work that will be enclosed within building walls, floors, or roofs, and coating systems requiring multiple coats.
- E. Daily reports documenting mandatory tests shall be submitted within 24 hours of test completion. Types of work requiring immediate reporting shall include but not be limited to piping pressure tests and electrical circuit tests.

3.2 CONTENT

Daily reports shall include the following as appropriate:

- A. Summary of general tasks relative to construction progress.
- B. Weather conditions.
- C. A minimum of 4 project photos of the work performed that day unless no new work

was performed.

- D. Additional photos shall be submitted as required to document work that will be covered or to document mandatory tests.
- E. Additional photos shall be submitted if problematic site conditions are encountered that may result in delays or change of conditions.
- F. Names and titles of all laborers onsite (daily basis).
- G. Regular labor hours worked (daily basis).
- H. Overtime hours worked (as encountered and cumulative).
- I. Material quantities delivered (daily and cumulative).
- J. General material management items (daily and cumulative).
- K. Unsuitable quantities hauled offsite (daily and cumulative).
- L. Quantities of pay items installed (daily and cumulative).
- M. Any construction issues resulting in delays (reported day of, as encountered).
- N. Any equipment issues causing delays (reported day of, as encountered).
- O. Safety Meetings, topics covered.
- P. Safety issues and concerns (reported day of, as encountered).
- Q. Disputes (reported day of, as encountered).
- R. Any information required or outstanding from the Authority.
- S. Items that could require a change order (reported day of, as encountered).
- T. Requests for information (reported day of, as encountered).
- U. Site characteristics that may warrant a Change In Conditions (reported day of, as encountered).
- V. Note of any onsite conversation, or communication, where direction is given to the contractor which could incur an added cost owed to the Contractor. Date, Time and name of individual must be reported (reported day of, as encountered).

3.3 DISTRIBUTION OF REPORTS

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Engineer, Authority, and other concerned parties.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Requirements.
- B. Section 00 80 00 – Supplementary Conditions.
- C. Section 01 11 13 – Summary of Work.
- D. Section 01 12 19 – Contractor’s Certification of Subcontracts.
- E. Section 01 29 73 – Schedule of Values.
- F. Section 01 29 76 – Application for Payment.
- G. Section 01 32 16 - Construction Progress Schedule.
- H. Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- I. Section 01 45 00 – Quality Control.
- J. Section 01 60 00 – Material and Equipment.
- K. Section 01 73 00 – Execution Requirements.
- L. Section 01 77 00 – Contract Closeout Procedures.
- M. Technical Specifications.

1.3 SUBMITTAL REGISTER

- A. Submit preliminary Submittal Register as required by Section 00 70 00 – General Conditions. In addition to manufacturer’s data and shop drawing submissions, include all submittals required by the Contract Documents in the Submittal Register.
- B. Submittal Register shall portray an orderly sequence of submittals, early submittals for long lead-time items, and submittals which require extensive review.

- C. Preliminary Submittal Register shall be provided to the Authority within 7 calendar days of the contract award.
- D. Submittal Register shall be reviewed by the Authority and shall be revised and resubmitted until accepted by the Authority.

1.4 SUBMITTAL PREPARATION

- A. The Contractor shall prepare all submittals as required by the provisions of Section 00 70 00 – General Conditions, Section 00 80 00 – Supplementary Conditions, the technical specifications, and the drawings.
- B. The Contractor shall review submittals for accuracy and completeness prior to submitting.
- C. All Submittals shall be provided to the Authority within 28 calendar days of the contract award.

1.5 SUBMITTAL REQUIREMENTS

- A. Unless otherwise directed in these documents or by Authority, provide each submittal as an electronic portable document format (PDF) file, transmitted via email. If file is too large to be received by Authority via email, provide a download link, deliver in portable USB drive, or as otherwise instructed by Authority.
- B. Submit each submittal with a Submittal Summary form as its face document. Use a Submittal Summary form provided by the Authority, or a substitute approved by the Authority.
- C. Label submittals with a numbering system approved by the Authority. Identify the project by title and Authority's project number; identify Work and product by Specification section and Article number.
- D. Submit items required by individual Specification sections together. Do not mix items specified in different sections in the same submittal. Sequence the submission of submittals to correspond with the approved Submittal Register.
- E. Before the submission of each submittal, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the Work and the Contract Documents, upon which the Contractor shall certify in writing on each submittal that it has made this determination. The failure to review and certify a submittal shall be cause for the Authority to return the submittal without review.

- F. On the submittal, notify the Authority in writing of any deviations from requirements of the Contract Documents.
- G. Organize the submittals into logical groupings to facilitate the processing of related submittals, such as:
 - 1. By Specification Section number. Sequentially number each submittal. Resubmittals shall be identified with the original submittal number followed by a sequential alphabetic suffix.
 - 2. Finishes which involve Authority selection of colors, textures, or patterns.
 - 3. Items required by the individual Technical Product Specification Sections.
 - 4. Associated items, which require correlation for efficient function or for installation.
- H. Submit all required color and finish samples in order to receive approval for colors and finishes.

1.6 RESUBMITTALS

- A. Provide complete copies of re-submittals. Do not re-submit partial copies of submittals for incorporation into the Authority's retained submittals from the prior submission.
- B. If drawings, product submittals, samples, mockups, or other required submittals are incomplete or not properly submitted, the Authority will not review the submittal and will return it to the Contractor. The Authority will review a submittal no more than 2 times without additional charge to the Contractor. The Contractor shall pay all review costs associated with more than 2 reviews.

1.7 AUTHORITY REVIEW

- A. The Authority will review submittals and re-submittals, and return submittal comments within 7 calendar days of receipt.
- B. The Authority or authorized agent will receive, review and return submittals to the Contractor with one of the following dispositions noted:
 - “Approved” – denotes that the submittal is generally consistent with the requirements of the Contract Documents. A resubmittal is not required.
 - “Approved with Corrections Noted” – denotes that the submittal is generally consistent with the requirements of the Contract Documents but only as conditioned by notes and corrections made on the submittal. A resubmittal is not required provided the Contractor understands the review comments and desires no further clarification.

“Revise and Resubmit” – denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. The Authority will indicate on the returned submittal what revisions are necessary. A resubmittal is required.

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

- C. Review by the Authority of submittals shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is consistent with the requirements of the Contract Documents. Review of submittals shall not relieve the Contractor of the responsibility for compliance with the requirements of the Contract Documents or for errors, dimensions, and quantities unless specific exception is requested and approved on the submittal.
- D. The Authority’s review shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

1.8 DISTRIBUTION

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 01 11 13 – Summary of Work.
- C. Section 01 31 19 – Project Meetings.
- D. Section 01 33 00 – Submittal Procedures.
- E. Section 01 45 00 – Quality Control.
- F. Section 01 60 00 – Material and Equipment.
- G. Section 01 73 00 – Execution Requirements.
- H. Section 01 78 39 – Project Record Documents.
- I. Technical Specifications: Identification of submittal requirements.

1.2 SHOP DRAWINGS

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

1.3 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, piping and control diagrams; component parts; finishes; dimensions; and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- C. Submit manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, commissioning, and finishing.

1.4 SAMPLES

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 26
PERMITS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Division 1

1.2 APPLICABLE PERMITS

- A. All Phase 2 work performed on State of Alaska Department of Transportation (DOT) land shall be subject to DOT Permit No. 3-072201-22-45 which is attached and follows immediately after this page.
- B. DOT Permit No. 3-072201-22-45 is a major utility permit that covers multiple conditions, some of which do not currently apply to this project. Requirements that do not apply to the work under this project include:
 - 1. Asphalt and concrete work and repair
 - 2. Compaction testing – coordinate with airport manager for acceptance of compaction and provide photographic documentation
 - 3. Pavement Flushing
 - 4. Topsoil and Seeding
 - 5. Overhead Facilities
 - 6. Traffic control – coordinate closures and traffic control with airport manager

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
UTILITY PERMIT
(MAJOR)

Permit No.
3-072201-22-45

Page No. 1 of 34

Approval
Recommended: Martin Peters

Date: 2/9/2022

Title: Regional Permit Officer

Region: Southcoast

THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, under provisions of AS 19.25.010 19.25.020, grants a Utility Permit to **City of Port Heiden of P.O. Box 49074 Port Heiden AK, 99549**, hereinafter called the PERMITTEE, permission to construct, install and thereafter perform routine maintenance, use and operate **The replacement of the existing mapped utilities as much needed maintenance on existing failing infrastructure.** Hereinafter called the FACILITY, located as follows: State Route **072201 Airport Road**, Route Mileage **within ALP.** across, along or under property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions and in strict conformance with plans, specifications and special provisions attached hereto and made a part hereof, and not otherwise.

A. In accepting this Utility Permit for the Facility, the PERMITTEE agrees to comply with the provisions of AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210, and AS 35.10.230; the terms, requirements and regulations as set forth in 17 AAC 15 as authorized under Administrative Procedures Act, AS 44.62.010 - 44.62.650 and the applicable policies, directives and orders issued by the Commissioner of the Department.

B. The entire cost of routine maintenance operations of the FACILITY are to be paid for by the PERMITTEE, and said FACILITY shall comply with all applicable codes.

C. The PERMITTEE's construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT's right of way and/or public facility; or as hereinafter provided in the DEPARTMENT's Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property. Utility Permits expire if construction or installation of the facility has not started within one year after the date of approval, unless the applicant obtains an extension of time in writing from the department. 17AAC15.011(d)

D. The DEPARTMENT, in granting the Utility Permit, reserves the right to use, occupy and enjoy its property for a public transportation system and for public transportation purposes in such a manner and at such times as it deems necessary, the same as if this instrument had not been executed by the DEPARTMENT. If any such use by the DEPARTMENT shall at any time necessitate any change in location or manner of use of said FACILITY, or any part thereof, such change or alteration shall be made by the PERMITTEE according to the terms of one of the two clauses set out below as identified by a check mark before the applicable clause.

_____(1) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualified under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).

X (2) The PERMITTEE shall promptly remove or relocate said FACILITY at no cost to the DEPARTMENT in accordance with the provisions of AS 02.15.104(c) (4) or (5), AS 19.25.020(c) (4) or (5), AS 35.10.220(c) (4) or (5).

E. On public property being utilized for right of way on highways originally established as, or converted to, controlled access highways, ingress and egress thereto for maintenance and operation of the FACILITY is limited to the locations as designated by the DEPARTMENT. However, the DEPARTMENT may allow the PERMITTEE ingress and egress whenever such is necessary to effect repairs and maintenance of the FACILITY and when no other access is available. If the DEPARTMENT determines such access is in conflict with the use of the controlled access highway, the FACILITY will be relocated.

F. The State of Alaska and the DEPARTMENT for the purpose of this Utility Permit, hereby disclaim any representation of implication to the PERMITTEE that the DEPARTMENT has any title in any property other than the interest conveyed to the DEPARTMENT for specific purposes as described by the instrument conveying the land to the DEPARTMENT.

G. The PERMITTEE by these presents accepts notice and agrees that any expenses or damages incurred by the PERMITTEE through the abandonment, removal, reconstruction or alteration of any public facility, or incurred by said PERMITTEE as a result of this disclaimer shall be borne by said PERMITTEE at no expense whatsoever to the DEPARTMENT or the State of Alaska.

H. The waiver or breach of any terms or conditions of this Utility Permit or Provisions of the Administrative Code, by the DEPARTMENT shall be limited to the act or acts constituting such breach, and shall never be construed as being continuing or a permanent waiver of any such term or condition, unless expressly agreed to in writing by the parties hereto, all of which shall remain in full force and affect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

I. Only the Commissioner of the DEPARTMENT or his delegate shall have the authority to waive any term or condition herein contained.

J. The PERMITTEE shall not assign or transfer any of the rights authorized by this Utility Permit except upon notification to and approval by the DEPARTMENT.

K. The PERMITTEE agrees to comply with all regulations concerning present and future use of the public property acquired, or reimbursed by Federal-Aid funds.

L. The PERMITTEE shall give the DEPARTMENT not less than ten (10) days prior written notice, unless otherwise agreed to by the parties hereto, of the PERMITTEE's intention to enter upon the DEPARTMENT's property for the purpose of major maintenance, reconstruction, altering or removal of the FACILITY, provided, however, that normal routine maintenance is excepted from this provision, and provided further, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, or to mitigate damage to private or public property, no prior notification to the DEPARTMENT will be required. The PERMITTEE shall notify the DEPARTMENT and the Alaska State Troopers, of the location of the emergency and extent of work required by the most expeditious means of communication as soon as reasonably possible to do so, and the PERMITTEE shall take such measures as are required to protect the health and safety of the traveling public or public facility users for the duration of such emergency operations.

M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's FACILITIES on DEPARTMENT rights of way or other permitted locations.

N. The permit is subject to all previous Easements and Utility Permits and any damage to any other utility will be the PERMITTEE's responsibility.

O. The PERMITTEE agrees to be responsible for the compliance with all applicable Federal, State, and local laws, regulations, codes and ordinances.

P. The PERMITTEE agrees to be responsible for obtaining all other appropriate permits or letters of non-objection needed from Federal, State and local agencies, or conflicting lessees, property owners or utilities.

Q. The PERMITTEE may be required, within thirty (30) days after completion of any improvement placed upon or in the premises herein, deliver to the DEPARTMENT as-built drawings showing the location and construction specifications of said improvement.

R. This Utility Permit is issued under the provisions of applicable Alaska Statutes and Administrative Code, effective as of the date of execution of this instrument by the DEPARTMENT.

S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the attached:

1. **Plans dated, 2/29/2020**
2. **Specifications consisting of; NESC and Department of Transportation and Public Facilities (ADOT&PF) Standard Specifications.**
3. Other *See Below.

Which, by this reference, are made a part hereof, and in accordance with the applicable codes pertaining to the FACILITY, and not otherwise, unless prior written authorization is obtained from the DEPARTMENT to do so.

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Regional Utilities Engineer. The costs billed to the PERMITTEE will be the actual DEPARTMENT's costs incurred while performing the inspection and testing.

U. The PERMITTEE agrees by entering on the DEPARTMENT's property to indemnify the DEPARTMENT and its contractors of all costs tangible or intangible that would be the result of any delay in a construction project of the DEPARTMENT caused by work done under this permit.

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referenced to in paragraph "S" above) which is calculated to be 0 linear feet at \$1.00 per foot = \$0.00 (but not to exceed \$10,000) payable at the time the permit is executed by the DEPARTMENT unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

Added Special Conditions:

It is the responsibility of the PERMITTEE to assure that their contractor has fully read and understands the permit. Permittee must maintain 4 foot of cover above conduits.

ELECTRICAL AND COMMUNICATIONS FACILITIES

OVERHEAD FACILITIES

NUMBER OF CIRCUITS: _____

VOLTAGE AND PHASE: _____

CONDUCTOR TYPE AND SIZE: _____

STRUCTURE TYPE: _____

CROSSING ANGLE: _____ LENGTH: _____

MINIMUM VERTICAL CLEARANCE: _____

LONGITUDINAL FACILITY LENGTH: _____

OFFSET FROM HIGHWAY CENTERLINE: _____

UNDERGROUND FACILITIES

NUMBER OF CONDUCTORS (CABLES): three

VOLTAGE AND PHASE: 3-phase, 7200-volt/phase

CONDUCTOR (CABLE) TYPE AND SIZE: #1/0 JCN, 15kV

NUMBER AND SIZE OF CONDUITS: N/A

SIZE AND TYPE OF ENCASEMENT: sand bedding

CROSSING ANGLE: varies LENGTH: refer to drawings

DEPTH BELOW ROAD SURFACE (MIN 48"): minimum 48"

DEPTH BELOW DITCH BOTTOM (MIN 36"): minimum 36"

METHOD OF CROSSING INSTALLATION: BORING _____ JACKING _____ OPEN CUT YES

LONGITUDINAL FACILITY LENGTH: refert to drawings

OFFSET FROM HIGHWAY CENTERLINE: _____ DEPTH OF BURIAL (MIN 36"): _____

METHOD OF LONGITUDINAL INSTALLATION: TRENCHING YES PLOWING _____

CONSTRUCTION CODE(S) APPLICABLE: ANSI-C2, NESC & RUS Bulletin 1728F-806 Underground Elec Dist.

ADDITIONAL INFORMATION: refer to attached drawing and specifications

STRUCTURES

TYPE (TRANSFORMER, VAULT, PUMP HOUSE, ETC.): transformers, sectionalizing cabinets, lights

LOCATION: Port Heiden Airport, Port Heiden Alaska
(TOWN - ROAD NAME - DISTANCE TO NEAREST CROSS STREET)

STRUCTURE transformer/sectionalizing cabinets/light poles DIMENSIONS:

OFFSET FROM CENTERLINE OF ROAD: varies, refer to attached drawings

TYPE AND CLASS OF PIPE OR CONDUIT:
N/A

VENT LOCATIONS: LEFT N/A RIGHT _____ OF HIGHWAY CENTERLINE

HEIGHT ABOVE SURROUNDING GROUND: _____

HEIGHT ABOVE ROAD SURFACE: _____

DEPTH BELOW ROAD SURFACE: N/A

DEPTH BELOW EXISTING SURFACE: _____

CONSTRUCTION CODE(S) APPLICABLE: ANSI-C2, NESC & RUS Bulletin 1728F-806 Underground Elec Dist.

ADDITIONAL INFORMATION: _____

Utility Permit 3-072201-22-45

Pages 6-22 (reference drawings) not included here.

Refer to the separately bound design drawings.

SPECIAL PROVISIONS

1.0 GENERAL AND ADMINISTRATION

- 1.1 The PERMITTEE shall have a copy of this permit at the work site at all times.
- 1.2 The permit, together with these Special Provisions shall take precedence over any additional plans, exhibits, attachments, and/or schedules should discrepancies appear.
- 1.3 All contact between the Department and the PERMITTEE's Contractor shall be through a representative of the PERMITTEE. If the PERMITTEE chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the DEPARTMENT. Failure to comply with this provision is grounds for restricting any further work by the PERMITTEE in the DEPARTMENT's Right of Way.
- 1.4 Any rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the DEPARTMENT. If the utility is sold to another utility or merges with another utility, the new utility shall inform the DEPARTMENT in writing within 30 days after the date of transaction.
- 1.5 Any request for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method, shall be submitted in writing to the Regional Utilities Engineer.
- 1.6 The PERMITTEE agrees to furnish the DEPARTMENT with a set of as built plans within sixty (60) days from the completion of the work covered by this Permit.
- 1.7 The PERMITTEE agrees to provide design locates, at no cost to the DEPARTMENT, upon request. If a utility locate service is not available, reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of the underground Facility. Where utilities are attached to a bridge, the PERMITTEE will attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility.
- 1.8 The Regional Utilities Engineer may assign an inspector or inspectors in order to insure compliance with the provisions of this utility permit. The inspector has the authority to suspend all work in the event of noncompliance.
- 1.9 The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspections during construction of the Facility. Inspection activities will include on-site review of traffic control, highway crossings, and restoration of the right of way. Inspection may also include any testing required to verify conformance to the DEPARTMENT's standards, and responding to questions and/or complaints from the public or agencies. Actual direct and indirect charges shall provide the basis for billings, which include wages, benefits, per diem, travel and vehicle expenses, and lodging.

1.10 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the PERMITTEE obtains an extension of time in writing from the DEPARTMENT.

2.0 COORDINATION

2.1 The PERMITTEE shall notify the DEPARTMENT's Regional Utility Permit Officer ten (10) days prior to beginning work:

Southcoast Region
(907)465-4544

2.2 The PERMITTEE agrees to coordinate their work with other projects, both public and private that may occur within the project limits covered by this permit. The PERMITTEE agrees not to interfere or hinder the work being performed by other contractors.

2.3 The PERMITTEE shall coordinate and obtain the necessary temporary driveway permits for access to travel way from haul routes or staging areas where existing access does not exist. Contact the DEPARTMENT's Right-Of-Way Section at (907) 465-4499 for the driveway permit application or apply on line at www.dot.state.ak.us/permits

3.0 ENVIRONMENTAL

3.1 The PERMITTEE is responsible for obtaining authorization from the U.S. Army Corps of Engineers for any ground disturbing activities in areas designated as wetlands.

3.2 If the PERMITTEE, its Contractor, or Agent discovers environmental contamination in the right-of-way while constructing the Facility, they shall immediately stop work and notify the DEPARTMENT's Regional Utility Engineer.

3.3 The PERMITTEE is not responsible for the cost of investigation, cleanup, or disposal of any contaminated soils it discovers during work on the Facility within the DEPARTMENT's right-of-way, **unless:**

a. The PERMITTEE, its Contractor, or Agent fails to immediately notify the DEPARTMENT of the contamination, or;

b. The contamination is attributed to the PERMITTEE's Facility, or actions of the PERMITTEE, its Contractors, or its Agents.

3.4 If the PERMITTEE, its Contractor, or Agent discovers cultural, historic or archeological resources as a result of ground altering activities, all work that would disturb these resources shall be stopped and the State Historic Preservation Office shall be contacted immediately at (907) 269-8721.

3.5 The PERMITTEE shall not hold the DEPARTMENT responsible for any delay, redesign, rerouting, or additional cost due to encountering environmental contamination, or cultural, historic, or archeological resources.

3.6 The PERMITTEE shall provide an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) trained person, with the authority to direct activities required by the SWPPP, APDES permit or other permit conditions, during all construction and maintenance activities authorized by this permit that involve ground disturbing activities. Provide proof of current AK-CESCL certification upon request.

3.7 The PERMITTEE, on behalf of itself and its contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense, the DEPARTMENT, its contractors, officers, officials, employees, and agents from any and all fines, costs, claims, damages, liquidated damages, judgments, or civil penalties assessed by the DEPARTMENT of Environmental Conservation pursuant to AS 46.03.760(E), arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's Facilities on DEPARTMENT rights of way or other permitted locations. This indemnification provision is in addition to and shall be construed as consistent with General Provision M.

4.0 NOTIFICATIONS

4.1 The PERMITTEE is responsible for notifying businesses and residents that front the project of scheduled road and driveway closures, or any work that may affect them. Property owners shall receive the notices a minimum of 48 hours prior to commencement of the work. Notices shall include a detailed description and map of the project, anticipated construction schedule and contact name and number of a representative of the PERMITTEE.

4.2 The PERMITTEE shall submit weekly public information notices that identify road closures, restrictions to traffic, and detours. Coordinate this effort with the State DOT/PF Navigator Information Program.

5.0 TRAFFIC CONTROL

5.1 The PERMITTEE shall submit a Traffic Control Plan (TCP) to the DEPARTMENT for approval a minimum of ten (10) days before beginning construction.

5.2 The PERMITTEE or the PERMITTEE's contractor shall designate a Traffic Safety Supervisor who shall be responsible for the maintenance of traffic operations on a 24-hour basis. This individual shall have received formal work zone traffic control training. The DEPARTMENT must be supplied with the name of this individual along with written verification of his/her credentials as well as a 24-hour telephone number where he/she can be reached.

5.3 The PERMITTEE shall insure that flagmen are certified by either the International Municipal Signal Association (IMSA) or the American Traffic Services Association (ATSSA). Documentation of certification shall be provided if requested.

5.4 The PERMITTEE shall provide traffic control devices, conforming to the latest addition of the Manual on Uniform Traffic Control Devices published by the U.S. DEPARTMENT of Transportation and Alaska Traffic Manual Supplement while constructing the Facility, or thereafter performing routine maintenance.

5.5 All traffic control devices required by the approved Traffic Control Plan, including signs, barricade, and flagmen, shall be in place prior to beginning work within the right of way.

5.6 The PERMITTEE shall remove or cover all temporary traffic control devices as soon as practical when they are no longer needed or when work on the Facility is suspended for short periods of time.

5.7 The PERMITTEE shall not park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by the traffic control plan.

5.8 At the close of each work day the construction site on non-detoured roadways shall be restored to a condition that allows two-way traffic to flow in conformance with the normal traffic patterns in that area, unless otherwise approved by the Regional Utilities Engineer.

5.9 The PERMITTEE shall conduct periodic inspections of temporary traffic control devices left in place during non-working hours. A 24 hour telephone contact number for the traffic control supervisor shall be provided to the local State Troopers or Police Departments.

5.10 All illumination and signalization shall remain operational during the construction of the Facility.

5.11 Reduced speed and two-way traffic shall be maintained on non-detoured roadways between the peak traffic hours of 7:30 a.m. to 9:00 a.m. and from 4:30 p.m. to 5:30 p.m.

6.0 EXCAVATION AND BACKFILL

6.1 The PERMITTEE shall backfill and compact all trenches within road prisms and pathways in 6-inch lifts or as accepted by the DEPARTMENT. 6-inch lifts are required if no inspector is present. The backfill shall be of suitable non-frost susceptible, non-organic material (0-6% passing No. 200 sieve). All excavated non-acceptable material shall be removed from the State right-of-way or property by the PERMITTEE.

6.2 The road prism is defined to include the finished roadway surface and underlying structural layers out to, and including, any unpaved shoulders, curbs, and attached pathways.

6.3 The PERMITTEE shall compact all trenches within or crossing road prisms and pathways at a minimum of 95% of the optimum density. All compaction tests shall be at the PERMITTEE's expense. A copy of each test will be submitted to the DEPARTMENT.

6.4 The PERMITTEE shall backfill all trenches, bore pits, and other excavations located outside road and pathway prisms with clean, non-organic, and compactable material meeting the requirements of Select Material, Type C, as defined in the DEPARTMENT's Standard Specifications for Highway Construction. Existing material is acceptable as backfill provided it meets the requirements of Select Material, Type C.

6.5 The PERMITTEE shall remove material not suitable for use as backfill from the site, t. The PERMITTEE shall replace unsuitable backfill material with imported material meeting the requirements of Select Material, Type C.

6.6 All backfill shall be compacted to existing undisturbed soil densities or better, and graded to blend with the existing ground surface. All costs associated with removal of unusable material and placement of import material is the responsibility of the PERMITTEE.

6.7 The top six (6) inches of the road surface or surface under pavement shall be crushed aggregate D-1

7.0 PAVEMENT REPLACEMENT AND TRAFFIC MARKINGS

7.1 Pavement cuts may be authorized from May 1st to September 30th and will only be permitted on an emergency basis from October 1st through April 30th unless the Regional Utilities Engineer approves a request for exception. Planned pavement cuts must be repaired by September 30th. No more than 2500 feet of pavement by project stationing can be disturbed without final repair

7.2 All asphalt cuts shall be permanently repaired with hot asphalt. Asphalt concrete pavement shall be Type II, Class B installed in conformance with Section 401 of the Alaska DOT&PF Southcoast Region Special Specifications dated 2017. The proposed job mix design shall be submitted for review and approval by the DEPARTMENT.

7.3 If the edge of the pavement is damaged during this construction the PERMITTEE shall have his contractor replace the pavement to the centerline of the roadway at least 10 feet each side of the damaged area. If the damage is intermittent and less than 50 feet between damaged areas the PERMITTEE shall make the repair continuous to cover the damage.

7.4 For service crossings, pre-saw the area to be excavated. After completion of the utility, saw back the existing pavement a minimum of 1-1/2' over undisturbed earth on each side of the trench. Install 6" of asphalt installation hot mix which shall be spread and compacted in layers. The top layer shall not exceed a 2" compacted depth. Paint the entire area of all top-lift longitudinal joints with a thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Pavement Joint Adhesive that meets Table 702-2 of Alaska Standard Specifications for Highway Construction 2017 edition. The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

7.5 For lane replacement, pre-saw the area of pavement effected by the utility installation. Cut the pavement so that the edges are vertical, the sides are parallel and the ends are perpendicular to the direction of traffic. The depth of pavement to be replaced will match the depth of the existing pavement unless otherwise specified. The pavement will be spread in layers not to exceed 2" to the seam nearest the centerline of the roadway. Paint the entire area of all top-lift longitudinal joints with a 1/8" thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Crafcoc Pavement Joint Adhesive No. 34524, or an approved equal. The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

7.6 If the contract quantity is less than 1500 tons, the asphalt concrete pavement will be accepted based upon the DEPARTMENT's material engineers approval of the job mix design and the placement and compaction of the asphalt concrete to the specified depth and finished surface requirements and tolerances. The material engineer's approval of the job mix design does not relieve the PERMITTEE or their contractor from the responsibility to produce the approved mix and is subject to field verification testing for oil content, density and gradation. The gradation, density and asphalt content shall be determined in accordance with section 410-4.02. If a calibrated nuclear content gauge is not available, asphalt content of the mix may be determined by extraction in accordance with AASHTO T-164. A minimum of two tests shall be taken for each approved mix design or as designated by the material engineer.

7.7 The finished pavement surface will be tested after final rolling at selected locations using a 16-foot straightedge. Variations of more than 3/16 inch from the testing edge between any two contacts will be corrected.

7.8 Temporary Patches

a. A Polymer modified cold mix asphalt or concrete patch may be used as a temporary patch subject to written approval of the Regional Utilities Engineer. The temporary patch will be replaced as soon as hot asphalt is available. For crossings, saw back existing pavement a minimum of 1' over undisturbed earth on each side of the trench. Paint edges with STE-1 tack coat and install 4" of polymer-modified cold asphalt. Damage to the pavement surface at locations other than crossings will be repaired by replacement of asphalt to the seam nearest centerline of the roadway with 4" of polymer-modified cold asphalt. All edges are to be saw cut and painted with STE-1 tack coat. The polymer-modified cold asphalt shall be spread and compacted in 2" lifts, each compacted to a minimum of 94% of maximum density. Asphalt patch density shall be field controlled utilizing a calibrated nuclear densometer at two locations per patch. Field testing results shall be certified by a registered engineer and forwarded to DOT&PF.

b. Temporary concrete patches shall be a minimum of 6" thick with heavy micro/macro synthetic fiber reinforcement additive or equal. Concrete shall be Class A, six sack mix, with a slump range of 2"- 4.8"

7.9 Asphalt concrete mixture that becomes contaminated with foreign material, is segregated or is in any way determined to be defective will be removed. Defective materials will be removed for the full thickness of the course.

7.10 The PERMITTEE shall replace all damaged or removed pavement markings in kind.

8.0 DRAINAGE

8.1 The PERMITTEE shall be responsible for assuring that all water entering the DEPARTMENT's storm drain facility meets the minimum criteria for water quality standards as set forth in the Alaska Administrative Code(18 AAC 70.010-.110).

8.2 The PERMITTEE shall maintain existing drainage patterns during construction of the Facility. Ditches will be restored to the originally designed flow lines unless otherwise agreed to by the DEPARTMENT.

8.3 The PERMITTEE shall be responsible for all erosion control prior to slopes becoming stabilized.

8.4 The PERMITTEE is responsible for installing and maintaining BMPs required by the NDPES permit throughout the duration of the project.

8.5 The PERMITTEE shall notify the DEPARTMENT of Transportation of drainage problems caused by the work under this Permit and will remedy the problem as directed by the DEPARTMENT of Transportation.

8.6 The PERMITTEE shall replace all culverts damaged by work under this Permit with a culvert. of the same size, or 18-inch, whichever is greater.

9.0 RIGHT OF WAY PROTECTION, MAINTENANCE, AND RESTORATION

11.1 The PERMITTEE shall cleanup within one day behind installation of the facility. The PERMITTEE will not be allowed to trench or plow more than can be cleaned up the following day.

11.2 The PERMITTEE or their contractor shall immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.

11.3 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. If approved, planking or rubber tires shall be utilized between the vehicle tracks and the pavement. The PERMITTEE shall repair damage to the pavement as a result equipment operation as directed by the DEPARTMENT.

11.4 The PERMITTEE or his contractor will be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a neat and clean condition, satisfactory to the Maintenance Section of the DEPARTMENT.

11.5 The PERMITTEE shall dispose of trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the DEPARTMENT's right of way. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way.

11.6 Guardrail that is removed or damaged during construction shall be replaced in accordance with Section 606 AKDOT&PF Standard Specifications dated 2017, and Standard Drawings Manual.

11.7 Any Survey monument or monument accessory that will be disturbed or destroyed during construction of the Facility shall be referenced prior to beginning work, and restored or replaced by a Registered Land Surveyor licensed in accordance with AS 34.65.040. All monument records shall be reviewed by the DEPARTMENT prior to filing with the District Recorder.

11.8 Highway signs that are in conflict with construction shall be relocated on a temporary basis and reinstalled at the original location as soon as possible. Signs that are damaged during construction shall be replaced in kind to the DEPARTMENT's standards, and at no cost to the DEPARTMENT.

11.9 The PERMITTEE shall replace all curbs and gutters to an existing undisturbed joint.

11.10 The PERMITTEE shall maintain all roadways, pedestrian and bicycle facilities affected by the pavement removal in a smooth and passable condition at all times.

11.11 The PERMITTEE shall provide street sweeping to keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material. Use a street sweeper that can collect materials rather than eject them on the shoulder of the road.

11.12 The PERMITTEE shall furnish, haul, and place water for dust control and pavement flushing. Use water trucks that can provide a high-pressure water stream to flush the pavement and a light-water spray to control dust. If the flushing operations contaminate or fill adjacent catch basins, clean and restore them to their original condition. Pavement flushing and dust control is required in sections off the project where flushing is required.

11.13 Upon completion of the work within the State right-of-way or State property, the PERMITTEE shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition satisfactory to the DEPARTMENT.

10.0 TOPSOIL AND SEEDING

10.1 The PERMITTEE shall replace and restore all vegetation disturbed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. The PERMITTEE shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is established.

10.2 The PERMITTEE shall replace any topsoil lost as a result of construction under this permit.

10.3 The PERMITTEE shall re-seed all areas within the DEPARTMENT's right-of-way disturbed by work under this permit with a seed mix approved by the DEPARTMENT.

10.4 The PERMITTEE shall re-grade all disturbed areas to blend with the existing ground surface and re-seed after completing backfill of pipe.

10.5 If re-seeding is not complete by August 15th, then re-shaping of all disturbed areas shall be completed by July 1st of the following year. The PERMITTEE is responsible for all erosion control measures and cleaning of ditches and culverts.

11.0 OVERHEAD FACILITIES

11.1 New and relocated aerial facilities shall maintain a minimum vertical clearance of twenty feet (20') in all locations within the right of way. (17 AAC 15.201)

11.2 The PERMITTEE shall install guy guards on all down guys installed within the right of way.

11.3 The PERMITTEE shall remove all overhead lines abandoned as the result of this Permit.

11.4 Guy/Anchor attachment shall not be located within clear zone.

.12.0 UNDERGROUND FACILITIES

12.1 The depth of burial for underground facilities constructed or installed under pavement, roadway or runway surfaces must be at least four feet measured from the surface of the pavement to the top of the cable, conduit, pipeline or encasement.

12.2 Underground facilities constructed under other surfaces, including unlined ditches must be buried at least three feet, measured in any direction from the surface to the top of the cable, conduit, pipeline or encasement.

12.3 The PERMITTEE shall place buried caution tape one foot directly above the FACILITY being installed.

12.4 The PERMITTEE shall obtain locates for any existing traffic signals, traffic interconnect cables, street light facilities, or FAA cables prior to construction. Damages shall be repaired and restored to working order within eight hours at the PERMITTEE's expense. Any splice must be located within a Type IA Junction Box or as directed by the DEPARTMENT.

13.0 WARRANTY

13.1 Warrant and Warranty, for the purposes of this Permit, shall mean the DEPARTMENT's concurrence block authority on any warranty release issued by the PERMITTEE.

13.2 The PERMITTEE shall warrant the materials and workmanship of the road, and road right-of-way, to ensure completion of the construction, including the restoration of surfacing, slopes, slope treatment, drainage facilities, pathways, and right-of-way cleanup for the warranty period.

13.3 The DEPARTMENT will notify the PERMITTEE of any surface deformity. The PERMITTEE shall prepare a corrective action plan for review and approval by the DEPARTMENT. The corrective action plan shall include:

- a) A methodology to determine if the pavement surface deformation is due to subsurface forces, such as subsidence or drainage, and;
- b) A proposal for correcting the surface variation.

13.4 The PERMITTEE shall remedy promptly, without cost to the DEPARTMENT, any and all defects in materials and workmanship resulting from defective materials and workmanship. If the defect, in the opinion of the DEPARTMENT, is of such a nature as to demand immediate repair, the DEPARTMENT shall have the right to take corrective action and the cost thereof shall be borne by the PERMITTEE.

13.5 The PERMITTEE or his designee and the DEPARTMENT shall perform construction inspection of the road. The PERMITTEE or his designee shall handle any coordination with respect to inspection activities involving both the DEPARTMENT and PERMITTEE.

13.6 The Warranty period shall mean a period of two (2) years from the acceptance of the road. The Warranty shall remain in effect until final inspection and acceptance by the DEPARTMENT.

14.0 RELEASE OF WARRANTY

14.1 The PERMITTEE and the DEPARTMENT shall perform an inspection prior to the end of the warranty period. The PERMITTEE or his designee is responsible to schedule and coordinate with the DEPARTMENT the final warranty inspection. The PERMITTEE shall correct any defect in the work revealed by the warranty inspection.

14.2 Upon the PERMITTEE's satisfactory performance of all its obligations under this Permit, the DEPARTMENT shall execute a written statement acknowledging performance and release of the warranty obligations. Release of the warranty shall not release the PERMITTEE of all other provisions of the permit.

14.3 Any damage to the roadway prism, fill slopes, ditches, backslopes, structures or underground utilities determined to be a result of work authorized by this permit that becomes apparent within two (2) years after project completion and acceptance by the DEPARTMENT shall be repaired by the PERMITTEE.

15.0 MAINTENANCE AND OPERATIONS

15.1 The PERMITTEE shall perform routine maintenance on the utility FACILITY on a continuing basis. Routine maintenance may be performed without prior notification of the DEPARTMENT however closure of a highway, pedestrian facility, pathway, sidewalk or creating a detour to perform routine maintenance must be specifically authorized by permit. The PERMITTEE shall apply for an annual lane closure permit to cover routine maintenance operations. Prior authorization must be obtained from the DEPARTMENT before performing any maintenance that requires excavation, plowing, jacking or boring within the right of way.

15.2 The PERMITTEE may perform emergency maintenance without prior notice to the DEPARTMENT as long as appropriate traffic control is established and maintained. If the project requires major reconstruction and or placement of traffic control devices for an extended period a lane closure permit is required. If the road surface is affected by the emergency maintenance, contact the local maintenance foreman as soon as possible and place pavement break warning signs in advance of the site until such time as the pavement has been repaired.

15.3 The PERMITTEE is responsible for maintenance and adjustment of manhole frames, valve boxes, junction boxes or other structures located in the pavement or sidewalk.

15.4 The PERMITTEE shall apply for a new utility permit if the facility authorized by this permit is to be reconstructed or modified substantially. If the proposed modifications are not substantial, the PERMITTEE need only apply for an amended permit. A utility permit application is required for all new service connections.

In consideration of the benefits accruing to the Permittee by reasons of the foregoing agreement, this permit is hereby accepted by the Permittee and the Permittee hereby agrees to comply with all of the terms, provisions, conditions, stipulations therein contained. Dated this 11th day of March, 20 22

The State of Alaska, acting by and through its Department of Transportation and Public Facilities has caused this Utility Permit to be executed on this 14 day of March, 20 22

City of Port Heiden
P.O. Box 49074
Port Heiden AK, 99549

By: Scott W. Anderson

Title: Mayor

Attest: [Signature]

Title: _____

ACKNOWLEDGEMENT OF COMPANY OR PERMITTEE

STATE OF ALASKA)
_____ JUDICIAL DISTRICT) ss

BE IT REMEMBERED that on this 11th day of March, 20 22, before me the undersigned, a Notary Public of the State of Alaska, personally appeared

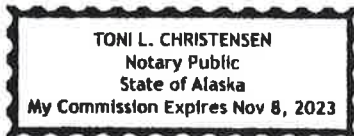
Scott Anderson

and _____ both to me personally known and known to me to be the identical individuals named in and who executed the foregoing permit, and acknowledged the said instrument to be the free and voluntary act and deed of the above named company for the uses and purposes therein expressed and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My Commission Expires: 11/8/2023

[Signature]
A Notary Public *****



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

By: [Signature]
Title: Southeast Region

By: _____

Title: Regional Utility Engineer

SECTION 01 42 19

REFERENCE STANDARDS

PART 1 – GENERAL

1.1 RELATED SECTION

- A. Section 00 70 00 – General Conditions.

1.2 QUALITY ASSURANCE

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

1.3 CODES, STANDARDS, AND REGULATORY REQUIREMENTS

- A. All work shall be in accordance with the latest edition of governing Codes, Standards and regulatory requirements, including but are not limited to:
 - 1. National Electrical Code (NEC).
 - 2. National Electrical Safety Code (NESC)
 - 3. American Society of Testing and Materials (ASTM).
 - 4. Alaska Department of Environmental Conservation (ADEC) 18 AAC 75.
 - 5. Steel Structures Painting Council (SSPC).
 - 6. Occupational Safety and Health Administration (OSHA) 29 CFR 1910.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 43 10

CONTRACTOR QUALIFICATIONS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Contractor's technical qualifications to be able to execute the Work in accordance with the Contract Documents.

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 45 00 - Quality Control.
- D. Technical Specifications: Contractor and Fabricator Qualifications.

1.3 SUBMITTALS

- A. As part of the Submittal process submit evidence of qualifications as required by this section and the Technical Specifications.
- B. The subcontractor list shall designate the party responsible for the portion of Work requiring specific qualifications.

1.4 CONTRACTOR QUALIFICATIONS - GENERAL REQUIREMENTS

- A. The Contractor shall meet all technical requirements of the Contract Documents. The Contractor may use sub-contractors as required to meet the requirements. The Authority may request documentation of all required qualifications after the bid opening and prior to award in order to verify Contractor qualifications.

1.5 CONTRACTOR QUALIFICATIONS - SPECIFIC REQUIREMENTS

- A. In accordance with Alaska statutes and regulations, all Electrical work falling under the scope of 12 AAC 32.075 shall be performed under the supervision of an Electrical Administrator with a current license in the State of Alaska in the Unlimited Linework Category.
- B. In accordance with Alaska statutes and regulations, all Electrical work falling under the scope of 12 AAC 32.165 shall be performed under the supervision of an Electrical Administrator with a current license in the State of Alaska in the Unlimited Commercial Wiring Category.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Contractor's quality assurance program and control procedures for executing the Work.

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- D. Section 01 42 19 – Reference Standards.
- E. Section 01 43 10 - Contractor Qualifications.
- F. Section 01 60 00 – Material and Equipment.
- G. Technical Specifications: Testing and Reporting requirements.

1.3 SUBMITTALS

- A. As part of the Submittal process submit proposed testing forms as required by the Technical Specifications. Note that upon request the Authority can provide the Contractor forms for common tests such as tank and piping pressure test, phase rotation, continuity and insulation, etc.

1.4 GENERAL

- A. The Contractor shall provide and maintain an effective Quality Control Program related to testing and inspection. The Contractor shall perform Quality Control Testing as specified and shall provide copies of all results to the Authority for use in observing contract compliance.
- B. The Contractor's Quality Control Program shall include, but is not limited to: administration, management, supervision, reports, record-keeping, submittals, services of independent testing agencies and labs, and other related services.
- C. Quality Control is the sole responsibility of the Contractor.
- D. Specific Quality Control requirements are included in the Technical Specifications. General Quality Control requirements entail ensuring that all

aspects of the Work conform to the technical requirements of the Contract Documents.

- E. The Contractor's Quality Control Program described herein is not intended to limit the Contractor's Quality Control activities, which may be necessary to achieve compliance with the Contract Documents.

1.5 JOB CONDITIONS

- A. Where Specifications require work to be field-tested or approved, it shall be tested in the presence of the Authority after timely notice of its readiness for inspection and testing, and the work after testing shall be concealed only upon approval of Authority. The Authority shall have the right to witness all tests.
- B. The results of tests are for use by the Authority to evaluate the acceptability of Work with respect to specified testing requirements. Regardless of the test results, Contractor is solely responsible for quality of workmanship and materials and for compliance with requirements of Contract Documents.
- C. Maintain quality control over sub-contractors, suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. Verify applicability and follow all manufacturers' recommendations and instructions for assembly, installation and testing of materials and equipment. In any case where the Contractor believes that such recommendations or instructions are not applicable, the Contractor shall so notify the Authority and state the reasons for the Contractor's determination. The Contractor shall then follow the Authority's written direction on whether to follow manufacturer's recommendations and instructions.
- D. Upon failure of Work which has been tested or inspected, previous acceptance may be withdrawn and Work be subject to removal and replacement with Work in accordance with the Contract Documents, at no cost to the Authority.

1.6 MANUFACTURER'S FIELD SERVICES

- A. Required when technical specifications require the manufacturer or fabricator to provide qualified personnel to observe field conditions, installation, quality of workmanship, and to start, test, and adjust equipment as applicable.
- B. Submit to the Authority the manufacturer or fabricator representative's written reports containing observations and recommendations within five (5) calendar days of manufacturer's field services.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

- A. The Contractor shall provide full and complete documentation of Quality Control procedures and activities.

3.2 QUALITY CONTROL

- A. The Contractor shall establish the methodology to perform the Contractor's inspection and tests of all items including that of its subcontractors. The Contractor shall ensure conformance to applicable technical specifications and drawings with respect to the materials, Codes, workmanship, storage, installation, construction, finishes, functional performance, and identification. The Contractor shall ensure quality for all construction work performed under this Contract, including assigned subcontract work. The Contractor shall specifically include surveillance and tests required in the technical specifications.
- B. The Contractor shall coordinate all work requiring Special Inspection, where specified, to ensure full access by Special Inspectors and Quality Assurance testing personnel.
- C. The Contractor shall provide, as a minimum, the following components for all definable features of work:
 - 1. Preparatory Inspection Meeting: Contractor shall schedule and attend a preparatory meeting to review testing procedures a minimum of a week prior to beginning work on any element of Work which has been identified in the Contract Documents to require testing and inspection by the Contractor and Code-required Special Inspection. Subsequent meetings shall be conducted as necessary to ensure continued accuracy of testing and inspection procedures.
 - 2. Document Control: Contractor shall have and follow a procedure for ensuring that all Work is performed in accordance with the following:
 - a. Conformed sets of Contract Drawings and Specifications.
 - b. Contract Change Order documents.
 - c. Approved Submittals.
 - d. Applicable Requests for Information (RFI's) or Design Clarification Verifications (DCVR's).
 - e. Manufacturer's Instruction.

3. In Progress Inspection: Contractor shall perform in-progress inspections as work progresses on the Work which shall include, but not be limited to:
 - a. Examination of the quality of workmanship with respect to Contract Drawings, Technical Specifications and Approved Submittals.
 - b. Review of control testing for compliance with Contract requirements.
 - c. Inspection for use of defective or damaged materials, omissions and dimensional requirements.
 - d. Review of timeliness and scheduling requirements for all tests, retests and eventual approvals.
4. Non-Conformance Procedure: Contractor shall have and follow a procedure for identifying, documenting, tracking, and resolving items in the Work which do not comply with Contract Documents, Specifications, Approved Submittals, or Manufacturer's Instructions. If a quality control test indicates that the tested material does not conform to the requirements of the Contract Documents, the Contractor shall take supplemental tests at the same location from which the non-conforming result was obtained, after correction of the work, to document conformance with the Contract Documents. Otherwise, the Authority reserves the right to reject materials for which final Quality Control tests indicate non-conformance with the Contract Documents.
5. Code Required Inspection: Contractor shall coordinate and make timely requests for inspections, tests and other activities required by Codes and Regulations as specified.

3.3 RECORD KEEPING

- A. The Contractor shall maintain current Quality Control records, on forms acceptable to the Authority, of all inspections and tests performed. The records shall include factual evidence that the required inspections or tests have been performed, including, but not limited to, the following information for each such test and inspection: Specification reference, date, type and number of inspections or test involved; results of the inspections, tests or retests; the nature of defect, causes for rejection, proposed remedial action, corrective action(s) taken, and similar information related to any re-inspection.
- B. The Contractor shall maintain the following Quality Control records and reports and shall submit to the Authority as required:
 1. The Contractor shall fill out test reports immediately upon completion of each test. Test reports shall be signed and dated and shall include

adequate photographs to document test procedure and conditions. Test reports shall be submitted with the daily report for the day of testing.

2. **Inspection Logs:** The Contractor shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. The Inspection Log shall include compliance with shop drawings submittals, identification by Specification section and schedule activity of inspections, tests, and retests conducted, results of inspections and tests, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The Inspection Log shall be available for review by the Authority upon request.
3. **Immediate Notification of Deficiencies:** Contractor shall provide immediate notification to the Authority whenever a failed or nonconforming test or inspection occurs. This immediate notification shall be followed up with a written report describing the deficiency and a correction plan.

3.4 ORGANIZATION

- A. **Staffing Levels:** Provide sufficient qualified personnel to monitor the work quality at all times. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity.
 1. In cases where multiple trades, disciplines or subcontractors are on site at the same time, each activity shall be inspected and tested by personnel skilled in that portion of the work.
 2. In cases where multiple shifts are employed, the Quality Control staff shall be increased as required to monitor the work on each shift.

3.5 QUALITY SURVEILLANCE BY THE AUTHORITY

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

END OF SECTION

SECTION 01 51 00
CONSTRUCTION FACILITIES

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 01 11 13 – Summary of Work.
- B. Section 01 29 76 – Application for Payment.
- C. Section 01 73 00 – Execution Requirements.

1.3 TEMPORARY ELECTRICITY

- A. Unless specified elsewhere, the Contractor shall make their own provisions for temporary electrical service.
- B. Provide lighting for construction operations.
- C. Provide additional lighting for inspections if requested by Authority or Engineer.

1.4 TEMPORARY HEAT

- A. Provide and pay for heat devices, insulated enclosure, tenting, and heat as required to maintain specified conditions for construction operations, to protect equipment, materials, and finishes from damage due to temperature or humidity.

1.5 TEMPORARY VENTILATION

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

1.6 TEMPORARY WATER SERVICE

- A. Unless specified elsewhere, the Contractor shall make its own provisions for temporary water service.

1.7 TEMPORARY SANITARY FACILITIES

- A. Unless specified elsewhere, provide and maintain required sanitary facilities and enclosures.

1.8 TEMPORARY TELEPHONE AND INTERNET SERVICE

- A. Unless specified elsewhere, provide, maintain and pay for telephone and internet service to the Contractor field offices.

1.9 FREEZE PROTECTION

- A. Provide freeze protection for temporary water service piping, batteries, switchgear, and other components.

1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where required and where Work is installed in unsecure areas.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.11 SECURITY

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

1.12 REMOVAL OF UTILITIES AND FACILITIES

- A. Remove Construction Facilities, Services, Utilities and other related materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore permanent facilities used during construction to a 'like new' condition if it was provided by Contract, or the condition the facility was found prior to construction of this project for existing facilities.

1.13 COST RESPONSIBILITY

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions.
- B. Section 01 11 13 – Summary of Work.
- C. Section 01 33 00 – Submittal Procedures.
- D. Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- E. Section 01 42 19 – Reference Standards.
- F. Section 01 45 00 – Quality Control.
- G. Section 01 51 00 – Construction Facilities.
- H. Section 01 73 00 – Execution Requirements.

1.3 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in dry, undamaged condition, in manufacturer's unopened containers or packaging.
- 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.

1.4 STORAGE AND PROTECTION

- A. Handle and store materials for construction, products of demolition, and other items to avoid damage to existing buildings, and infrastructure.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter. Cover such material to prevent material from being blown or transported away from the stockpile.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.5 SUBSTITUTIONS

- A. Prior to the bid opening, the Bidder shall make his own determination in selecting which specified or substitute equipment to base his proposal upon. Substituted items shall be equal to or better than that specified or indicated in regards to quality, workmanship, finish, space requirements, mechanical and electrical requirements, performance, and warranties.
- B. After the bid opening, the Contractor shall submit sufficient data in accordance with this Section to establish equality. The Authority shall be the sole judge of equality and acceptability.
- C. Acceptance of substitute materials will not relieve the Contractor of the responsibility for any changes in his own Work or in the Work of other crafts caused by the substitution. Any additional costs resulting from substitutions are the responsibility of the Contractor.
- D. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.
- E. The Authority will consider requests for Substitutions only within 28 days after date established by the Notice to Proceed.
- F. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.

- G. Document each request with complete data substantiating compatibility of proposed Substitution with Contract Documents.
- H. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

1.6 SUBSTITUTION SUBMITTAL PROCEDURE:

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

PART 2 – PRODUCTS

2.1 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

2.2 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers followed by the term "No Substitutions": use only specified manufacturers, no substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named that meets the description specifications of the named manufacturers, equal in substance, function, dimension, appearance, and quality.

PART 3 – EXECUTION (NOT USED)

END OF SECTION



Project: Port Heiden Distribution Upgrade Project Phases 1&2

Project No.: 22044

Contractor: _____

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

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

I certify the following:

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

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

Signed: _____ Date: _____
Authorized Contractor Signature

Architect/Engineer Recommendation:

- Accepted
 Accepted as Noted
 Not Accepted
 Received Too Late

Remarks:

Signed: _____ Date: _____
Architect/Engineer

Accepted
 Rejected _____ Date: _____
 Project Manager

SECTION 01 64 20
RECEIPT OF OWNER FURNISHED CABLE

PART 1 – GENERAL

1.1 SUMMARY

- A. The Owner (City of Port Heiden) has a stockpile of 15kV primary cable that meets the specifications for this project. This section describes the receipt, unloading, transportation, storage, and handling of cable furnished by the Owner for this project.

1.2 RELATED REQUIREMENT

- A. Section 01 11 13 – Summary of Work.

1.3 DESCRIPTION OF OWNER FURNISHED CABLE

- A. One each 5,000' spool of 15 kV #1/0 JCN.
- B. Four each 2,500' spools of 15 kV #1/0 JCN.
- C. One each 2,500' spool of 15 kV #2 JCN.
- D. The above listed cable is presently in full spools with both ends uncut and shrink-sealed and has been determined to be suitable for use as new cable on this project. See photo of typical spool.
- E. There are additional partial spools of #1/0 cable with cut ends. This cable may not be used for this project.



1.4 DELIVERY DATE AND LOCATION

- A. The Owner furnished cable is presently onsite in Port Heiden.

1.5 RECEIPT AND ACCEPTANCE OF OWNER FURNISHED CABLE

- A. The Contractor shall:
1. Receive and accept the cable at the storage location in Port Heiden.
 2. Inspect all cables to confirm that the cable delivered is in good condition and the quantities are correct.
 3. Execute a receipt for all cable accepted from the Owner. Delinquency in signing cable receipts may result in delayed progress payments.
- B. All cable furnished by the Owner shall comply with the plans and specifications. All cable which does not meet specifications or is received broken or damaged shall

be culled by the Contractor and a report made to the Authority within 5 days of receipt of cable as to the quantity culled and reason for culling.

- C. If the Owner fails to deliver the cable according to the dates set forth herein the Contractor's sole remedy and compensation shall be an extension of time not greater than the delay. Any such time extension shall be requested in writing by the Contractor.

1.6 TRANSPORTING AND STORING OWNER FURNISHED CABLE

- A. The Contractor shall transport, and protect all cable in accordance with accepted industry standards.
- B. All handling charges required for receiving, loading, unloading, hauling, transporting or storing the cable shall be provided by the Contractor.
- C. Any demurrage charges or other fees incurred as a result of the Contractor not receiving, moving and storing the cable shall be paid by the Contractor. If the Authority is required to pay these fees, the fees will be deducted from the first Contractor pay request.
- D. The Contractor shall provide proper equipment as necessary to load, unload, and transport Owner furnished cable. The equipment shall be rated as required to properly handle the cable.

1.7 DAMAGE TO OWNER FURNISHED CABLE

- A. Upon receipt of the cable as specified above, the Contractor shall become solely responsible for its care, transportation, storage, and protection. In the event cable is damaged, lost, stolen, or destroyed by any cause whatsoever after the Contractor has signed a receipt for them, its repair or replacement shall be entirely at the Contractor's expense.
- B. All cable replaced by the Contractor shall be equal to the cable provided by the Owner and shall meet the cable purchase specifications.

1.8 STORAGE OF OWNER FURNISHED CABLE

- A. The Contractor shall provide secure storage for all Owner furnished cable and shall be responsible for transporting the cable to the jobsite as required to support the construction schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 71 13

MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Requirements for mobilization and demobilization.

1.2 RELATED REQUIREMENTS

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

1.3 DEFINITIONS

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

1.4 REQUIREMENTS

- A. Haul routes, staging areas, and equipment positioning at the project site will be subject to approval by Authority, who will coordinate with Contractor to determine requirements and locations.
- B. Cooperate with Authority in allocation and use of Mobilization and Demobilization areas of Site, field offices and sheds, materials storage, traffic, and parking facilities.
- C. During construction, coordinate use of Site and facilities through the Authority.
- D. Comply with Authority's procedures of contract communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of Authority for use of utilities and construction facilities.
- F. Coordinate field engineering and layout Work under instructions of Authority.
- G. Walk through Site with Authority prior to start of Work.

1.5 SUBMITTALS

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements.
- B. If requested by Authority, submit a plan of the proposed layout of the construction site, including equipment, access ways, temporary facilities, staging, and storage areas, within thirty (30) days after Notice to Proceed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXECUTION REQUIREMENTS

- A. Delivery to the jobsite of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing body, ordinances, regulations, and the requirements of the Contract Documents.
- B. Upon completion of the Work, remove construction tools, apparatus, equipment, unused materials and supplies, and personnel from the jobsite.

END OF SECTION

SECTION 01 71 23.16
CONSTRUCTION SURVEYING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Construction surveying requirements.

1.2 RELATED REQUIREMENTS

- A. Section 01 33 00 – Submittal Procedures.

1.3 SUBMITTALS

- A. Submit, upon request of the Engineer, copies of all field notes and survey data.
- B. Provide marked-up as-built drawings.

PART 2 – PRODUCTS

2.1 SURVEY MATERIALS

- A. Provide all construction surveying and staking materials to locate and flag the electrical distribution alignment.

PART 3 – EXECUTION

3.1 SURVEYING BY ENGINEER

- A. No surveying will be provided by the Engineer.

3.2 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall be responsible to ensure all new primary distribution conductor and all new sectionalizing cabinets and transformers (equipment) are installed within existing rights-of-ways, easements and permitted areas.
- B. In Port Heiden Estates Subdivision Number 1 where private property abuts the right-of-way, Contractor shall locate and flag the property lines to verify the new primary conductor and equipment is located in the right-of-way/easement. See Drawing E1.2.

- C. In the Trapper Hill Feeder Primary Cable Upgrade area where the new primary conductor is routed outside the boundary of a native allotment, Contractor shall locate and flag the property lines to verify the new primary conductor and equipment is located outside of the allotment. See Drawing E1.11.
- D. Contractor shall locate and protect all survey reference points. Contractor shall have a Professional Land Surveyor, licensed in the State of Alaska, reset any survey points that have been disturbed at Contractor's expense.
- E. Contractor shall provide and pay for all surveying as required for project completion and acceptance.

3.3 ACCURACY AND TOLERANCES

- A. Contractor's surveys shall be subject to the following tolerances, unless another tolerance is specified elsewhere in the Contract Documents:
 - 1. All Construction: ± 0.50 feet horizontally.

3.4 RECORDS

- A. Maintain a complete, accurate, and reduced set of field notes of all survey work and submit all notes to the Engineer at the conclusion of work and as requested.

END OF SECTION

SECTION 01 73 00

EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions: Fiscal provisions, legal submittals, and other administrative requirements.
- B. Section 01 26 63 – Change Procedures.
- C. Section 01 31 19 – Project Meetings.
- D. Section 01 33 00 – Submittal Procedures.
- E. Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- F. Section 01 60 00 – Material and Equipment.
- G. Section 01 74 00 – Cleaning and Waste Management.

1.3 CLOSEOUT PROCEDURES

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

1.4 DEFECTS

- A. Product defects shall be all items that affect the visual appearance or function of the Products. Defects shall be as identified below unless more stringent requirements are specified within specific sections.
- B. Products shall typically be viewed from a distance of 30.0 inches (760 mm).
- C. Defects shall be solely determined by the Authority.
- D. Defects, Product:
 - 1. Cuts, Scrapes, Gouges Abrasions 0.250 inch (6 mm) long or longer, and 0.03125 inches (0.79375 mm) wide or wider that are visible at a distance of 30.0 inches (762 mm) shall be considered defects.
 - 2. Abrasions less than the above shall be accepted.

3. Burns of any size that permanently discolor the surface material shall be considered defects.
 4. Product color variation.
- E. Defects, Joint:
1. Non-alignment of Products. Visual defects and non-alignment of joints shall be considered defective.
- F. Defects, Structural:
1. Bent members or other structural damage shall be considered defective.
 2. Incorrectly manufactured members shall be considered defective.
- G. Defects, Corrosion:
1. Surface corrosion not exceeding one percent (1%) of the surface area shall be considered a visual defect.
 2. Surface corrosion exceeding one percent (1%) and not exceeding five percent (5%) of the surface area shall be evaluated by the Authority to determine defect type.
 3. Surface corrosion exceeding five percent (5%) of the surface area shall be considered a structural defect.
- H. Defects shall be repaired or replaced at no additional cost to the Authority.
1. Structural defects shall be replaced, no exceptions.
 2. Visual defects shall be repaired or replaced as solely determined by the Authority.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain work and storage areas free of waste materials, debris, and rubbish. Maintain site in a neat and orderly condition to maintain safe passage and exits and to avoid fire and tripping hazards. Provide covered containers for deposit of waste materials.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and at least weekly, and dispose off-site. Have equipment and personnel available on-site daily to sweep and clean work sites and interior work areas.
- C. Comply with Section 01 74 00 – Cleaning and Waste Management.

1.6 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances.
- C. Use materials which will not create hazards to health or property, and which will not damage surfaces. Follow manufacturer's recommendations.
- D. Maintain cleaning until the Authority issues certificate of Substantial Completion.
- E. Remove waste, debris and surplus materials from site. Clean work site and interior work areas; remove stains, spills, and foreign substances from all areas and sweep clean. Rake clean work site. Comply with Section 01 74 00 – Cleaning and Waste Management.

1.7 ADJUSTING

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

1.8 OPERATION AND MAINTENANCE (O&M) DATA

- A. For this project Operation and Maintenance Manuals are not required.

1.9 TRAINING

- A. Before Substantial Completion, instruct the local operator(s) and Authority's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

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

1.11 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 – GENERAL

1.1 GENERAL

- A. During the term of this Contract, the Contractor shall remove as promptly as possible any materials and equipment which are not required for the completion of the Work. All debris shall be removed from the site and disposed of daily. The Contractor shall take particular care to eliminate any hazards created by these operations.

1.2 RELATED REQUIREMENTS

- A. Section 01 73 00 – Execution Requirements.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PROGRESS CLEANING

- A. At the completion of the project, or prior thereto if so directed by the Authority, the Contractor shall be responsible for completely cleaning those portions of the project which his work affects.
 - 1. Contractor shall remove from the facility all tools, equipment, surplus materials, debris, temporary structures, and other material not incorporated in the permanent installation.
- B. Restoration of Damaged Property: To the extent that any roads, vegetation, structures, utilities, or other items are damaged or displaced by the Contractor's operations, these shall be restored to their original or better condition prior to Substantial Completion inspection. This shall include both on-site and off-site items. Any damage which is severe enough to disrupt community travel or utilities shall be repaired by the Contractor immediately.
- C. Cleaning, repair, and restoration must be accomplished prior to Final Inspection, to the satisfaction of, and at no additional cost to the Authority.
- D. Disposal of hazardous and construction materials shall be accomplished as specified in Section 00 70 00 – General Conditions and this Section.

3.2 WASTE DISPOSAL

A. Salvaged Material.

1. All salvaged items not being reinstalled shall be turned over to the Owner or Utility as indicated in the Drawings.

B. General Construction Waste.

1. General construction waste generated during the process of completing the project scope of work shall be removed from the limits of the project site and disposed of. All general construction waste shall be disposed of as required by local, state and federal laws, rules, regulations and requirements.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 – General Conditions: Substantial Completion, Final Completion, Final Payment, Final Acceptance.
- B. Section 01 11 13 – Summary of Work.
- C. Section 01 29 73 – Schedule of Values.
- D. Section 01 29 76 – Application for Payment.
- E. Section 01 33 00 – Submittal Procedures.
- F. Section 01 73 00 – Execution Requirements
- G. Section 01 78 39 – Project Record Documents.

1.3 SUBSTANTIAL COMPLETION SUBMITTALS

Submit the following prior to requesting the Substantial Completion Inspection:

- A. Evidence of Compliance with Requirements of the Authority Having Jurisdiction:
 - 1. Required Certificates of Inspection.
 - 2. Other approvals as may be required.
- B. Project Record Documents.
- C. Operation and Maintenance Data.
- D. Spare Parts and Maintenance Materials.
- E. Warranties and Bonds.

- F. Keys and Keying Schedule.
- G. No progress payments will be made for Substantial Completion until all required submittals have been submitted and accepted by the Authority.

1.4 SUBSTANTIAL COMPLETION

- A. In accordance with Section 00 70 00 – General Conditions, Article 13.10 Substantial Completion, the Contractor shall notify the Authority in writing that the Work or a portion of the Work which has been specifically identified in the Contract Documents (except for items specifically listed by the Contractor as incomplete) is substantially complete and request that the Authority issue a Certificate of Substantial Completion. The Authority will consider the Contractor's request for Substantial Completion only when:
 - 1. Written request for Substantial Completion is provided at least ten (10) calendar days in advance of the Substantial Completion inspection date.
 - 2. List of items to be completed or corrected is submitted.
 - 3. All equipment and systems have been tested, adjusted, are properly operating and fully operational.
 - 4. Test reports for required tests have been submitted for all required tests.
 - 5. Spare parts, maintenance materials, keys, etc. are on site and available to be turned over to the Authority.
 - 6. All warranties and bonds are submitted and approved.
- B. When all of the preceding requirements for the consideration of Substantial Completion have been met, the Authority and/or their designee will conduct a scheduled Substantial Completion inspection. If upon the completion of the inspection, the Authority should find that the Work is not substantially complete, the Authority will promptly notify the Contractor in writing, listing observed deficiencies.
- C. The Contractor shall remedy deficiencies and send a second written notice of Substantial Completion.
- D. When the Authority finds the Work is substantially complete, it will issue a certificate of Substantial Completion with an attached punch list of deficiencies, all in accordance with the provisions of the General Conditions.
- E. The Contractor shall be responsible for scheduling the activities required for Substantial Completion to enable completion within the Contract Time.

1.5 FINAL COMPLETION

- A. In accordance with Section 00 70 00 – General Conditions, Article 13.13 Final Completion, when the Contractor considers that it has completed all the deficiencies listed on the Substantial Completion punch list, and that the Work is otherwise complete, it shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in accordance with Contract Documents, and deficiencies listed with certificate of Substantial Completion have been corrected.
 - 3. Work is complete and ready for final inspection.
- B. Upon the receipt of the preceding written notice, the Authority will conduct a Final Completion inspection. If the Authority should then find the Work to be incomplete, it will promptly notify the Contractor in writing with a list of observed deficiencies.
- C. The Contractor shall remedy deficiencies and transmit to the Authority a second certification of Final Completion.
- D. The Authority reserves the right to review photographic documentation in lieu of on-site inspection.
- E. When the Authority determines the Work is complete, all in accordance with the General Conditions article, “Final Completion and Application for Payment”, the Contractor may make application for Final Payment.

1.6 REINSPECTION FEES

- A. In accordance with Section 00 70 00 – General Conditions, Articles 13.10 Substantial Completion and 13.12 Final Inspection, the Contractor shall pay for all costs incurred by the Authority for re-inspection.
- B. The Authority may deduct the re-inspection costs from the application for final payment.

1.7 FINAL ACCEPTANCE AND PAYMENT

- A. Following the issuance of Final Completion, and subject to the completion of requirements specified in Section 00 70 00 – General Conditions, Articles 13.14 Final Payment and 13.15 Final Acceptance, the Authority will review the project files for completeness. The Authority may require the Contractor to submit or re-submit any of the following documents, upon request:
1. Contractor’s transmittal letter: O&M Manuals.
 2. Contractor’s transmittal letter: Warranty/Bonds.
 3. Contractor’s transmittal letter: Record Documents.
 4. Spare parts, maintenance materials receipts.
 5. Contractor’s transmittal letter: Keys & keying schedule.
 6. Contractor’s certification of insurance.
 7. EEO compliance certification (Federally funded projects only).
 8. Submittals and miscellaneous registers.
 9. Original final pay estimate.
 10. Contractor’s release.
 11. Department of Labor Notice of Completion (NOC).
 12. Other documentation as required by the Authority.
- B. Statement of Adjustment of Accounts – The Authority may require the Contractor to submit a final statement reflecting adjustments to the Contract Price showing:
1. Original Contract Price.
 2. Previous Change Orders.
 3. Changes under Allowances.
 4. Changes under Unit Prices.
 5. Deductions for uncorrected Work.
 6. Penalties and Bonuses.
 7. Deductions for Liquidated Damages.

8. Deductions for Re-inspection Fees.
 9. Other adjustments to Contract Price.
 10. Total Contract Price as adjusted.
 11. Previous payments.
 12. Sum remaining due.
- C. The Authority will issue a final Change Order reflecting all remaining adjustments to Contract Price not previously made by Change Orders.
- D. See Section 01 29 73 – Schedule of Values for minimum value that shall be assigned for Final Acceptance.
- E. The Contractor shall cooperate with the Authority and shall provide the requested documentation.
- F. When the Authority determines its files are complete, it will make final payment and issue a letter of Final Acceptance.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Port Heiden Distribution Upgrade Project Phases 1&2

Project Number: 22044

To:

Community:

Contract Number:

From: Alaska Energy Authority

Contract Date:

The work performed under this contract has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Project Manager when construction is sufficiently complete in accordance with the Contract Documents, so the _____ can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Project Manager is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work associated with the Contract Documents.

The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Attachments:

Alaska Energy Authority:

Project Manager

Date:

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED REQUIREMENTS

- A. Section 00 70 00 - General Conditions: Record Documents.
- B. Section 01 11 13 – Summary of Work.
- C. Section 01 29 76 – Application for Payment.
- D. Section 01 33 23 – Shop Drawings, Product Data.
- E. Section 01 77 00 – Contract Closeout Procedures.
- F. Technical Specifications: Manufacturer's certificates and certificates of inspection.

1.3 MAINTENANCE OF RECORD DOCUMENTS

- A. In addition to requirements in General Conditions, maintain at the site for the Authority one accurate and up to date record copy of:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Staking Sheets.
 - 4. Addenda.
 - 5. Change Orders and other modifications to the Contract.
 - 6. Reviewed Shop Drawings and product data.
 - 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 the Contractor.
 - C. Delegate responsibility for management of maintenance of Record Documents to one person on the Contractor's staff as approved in advance by the Authority.
 - D. Promptly following award of Contract, secure from the 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 the Authority.
 - J. Do not use job set for any purpose except entry of new data and for review and copying by the Authority.
 - K. Keep record documents and samples available for inspection by the Authority.
 - L. Upon request by the Authority, and at time of each Application for Payment, enable inspection of Record Documents by the Authority for review as to completeness.
 - M. Prior to submitting request for Final Payment, obtain the Authority's approval of final Record Documents.

1.4 RECORDING

- A. Record information on a set of 'black-line' opaque Drawings, and in a copy of a Project manual, provided by the 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, each sheet of Drawings, each Staking Sheet, and other Documents where such entry is required to properly show change or selection.
- D. When a change within Record Documents is referenced to another document, such as a RFI's, 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 locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 2. Field changes of dimension and detail.
 - 3. Changes made by modifications.
 - 4. Details not on original Contract Drawings.
 - 5. References to related Shop Drawings and modifications.
 - 6. Clearly label all changes and show dimensions to establish size and location. All identifications shall be sufficiently descriptive to relate reliably to Specifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records required by individual Specifications sections.

1.5 SUBMITTAL OF RECORD DOCUMENTS

- 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. The 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 the Contractor or authorized representative.
- C. Final Record Documents shall include both hard copies and digitally scanned copies in *.PDF format (high quality grayscale scans, minimum 200 pixels/inch). Scans shall include front and back of drawings/documents where information occurs on both sides.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02 32 00
GEOTECHNICAL INVESTIGATIONS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 31 23 00 Excavation and Fill.

1.2 SOIL REPORTS

- A. Existing Geotechnical Conditions:
1. A specific Geotechnical investigation was not completed for this project.
 2. Numerous Geotechnical investigations have been performed for prior projects in the community and these investigations have found similar near surface soil conditions.
 3. A General Geology Memo has been prepared to describe the nature of soils in Port Heiden and it is located immediately following this page. The Memo is included in these bid documents for informational purposes only. The contractor shall be aware that actual field conditions may vary significantly.
 4. The Contractor is encouraged to visit the site and acquaint himself with site conditions before submitting a Bid, and the submission of a Bid shall be prima facie evidence that he has done so.
 5. Prior to bidding, Contractor may make his own investigations, as approved by the Authority, to satisfy himself with site and subsurface conditions.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

TECHNICAL MEMORANDUM

DATE January 14, 2022

TO Brian Gray, PE
Gray Stassel Engineers

CC

FROM Richard Mitchells, PE

EMAIL rmitchells@golder.com

GENERAL SURFACE GEOLOGY, PORT HEIDEN, ALASKA

This memorandum is primarily related to the Port Heiden village site. The primary interest is related to shallow depth buried utilities, nominally less than 5 feet buried. Open trench and backfill is anticipated for nearly all of the utility alignments.

The general surface geology of the area is predominately a mixture of volcanic deposits (ash and pumice) often reworked by water, glacial tills, estuarine deposits, alluvial and outwash deposits, marine terrace deposits. The Aniakchak Crater (volcano) dominates the nearby geology with a considerable amount of reworked surface and near surface pyroclastic materials throughout the area.

Based on our geotechnical experience in the area, the village site is expected to be covered with re-worked pyroclastics (mostly pumice) of variable thickness. Pumice thickness can be expected to range from 10 to 25 feet below ground surface and deeper in some areas.

Geotechnical particle size distributions indicate the surface and near surface materials can vary but are expected to be similar to a sand or silty sand distribution. However, pyroclastic materials can exhibit varying geotechnical behaviors, including plasticity, and may be sensitive to small changes in soil moisture content. We do not anticipate encountering bedrock or similar conditions within the uppermost 5 feet in the village area. In areas with unclassified fill larger dimensioned materials may be encountered. Also, as the area has been subject to volcanic and pyroclastic deposition, the potential for volcanic ejecta as larger dimensioned material exists although extensive sequences of larger dimensioned volcanic ejecta has not been reported in the area.

Perched groundwater of undetermined vertical and horizontal extent should be expected in the uppermost zone (sands, silty sands and reworked pumice). Below the surface pyroclastics, a sequence of silty material with some fine grained sands becoming a deeper seated granular deposit.

Please contact me with any questions at 907-830-3171

Golder Associates USA Inc.

SECTION 02 41 00
DEMOLITION

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Selective demolition.

1.2 RELATED REQUIREMENT

1.3 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 SCOPE

- A. Remove items intended for demolition as indicated on the Drawings.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Provide, erect, and maintain temporary barriers and security devices.
 - 3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.

6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. If hazardous materials are discovered during removal operations, stop work and notify the Authority. Hazardous materials include but are not limited to fuels, regulated asbestos containing materials, lead, PCB's, and mercury.

3.3 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits and locates.
- B. Do not disrupt utilities without permit from authority having jurisdiction.
- C. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

3.4 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site or returned to the local utility company.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 31 23 19
DEWATERING AND CONTROL OF SURFACE WATER

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section describes the requirements for dewatering and the control of surface water during construction.

1.2 SYSTEM DESCRIPTION

- A. Dewatering and temporary diversion works shall be designed by and be the sole responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Selection of equipment and materials to perform the work is at the option of the Contractor.
- B. The Contractor shall be responsible for complying with the Construction General Permit for Storm Water Discharges for Large and Small Construction Activities (**2021 CGP, AKR100000**) including filing the required Notice of Intent/Termination, preparation of the required Storm Water Pollution Prevention Plan, and payment of all associated fees.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall make his own provisions for diverting surface run off, alleviating ponding water, and dewatering excavation when ground water is encountered.
- B. Contractor shall be responsible for coordinating, acquiring, and paying for all permits required for dewatering operations.
- C. Remove ponded water and limit water flowing or infiltrating into the work area to the extent that the quality of work is not compromised.

- D. Surface water flows within the work area shall be diverted by constructing temporary ditches, berms, or other means to control and direct the water away from the work; use of pumping equipment may be required to dewater some areas.
- E. Discharge from dewatering operations shall be returned to natural drainage routes. Settling pits, silt fences, straw dikes, or other appropriate measures shall be taken to prevent highly turbid waters from entering existing ponds, streams, or wetlands.
- F. Comply with Construction General Permit for Storm Water Discharges for Large and Small Construction Activities (**2021 CGP, AKR100000**) and all requirements in the project Storm Water Pollution Prevention Plan.

END OF SECTION

SECTION 31 23 33
TRENCHING AND BACKFILL FOR UTILITIES

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The Work under this item includes furnishing all labor, materials and equipment to perform all operations pertaining to trenching and backfill for utilities.
- B. Buried utilities covered include but are not limited to electrical distribution. Contact the appropriate entities for locating all existing underground utilities.

1.2 RELATED REQUIREMENTS

- A. Section 02 32 00 - Geotechnical Investigations.
- B. Section 31 23 19 - Dewatering and Control of Surface Water
- C. Section 33 05 00 - Common Work Results for Utilities.
- D. Section 33 71 00 - Underground Electrical Distribution.

1.3 PROTECTION

- A. Protect equipment and vehicular traffic from trenches and excavations by providing adequate barricades and signage.
- B. Protect excavation side-slopes or adjacent structures by providing adequate back-slopes, shoring, bracing or other methods required to prevent failure of the excavation or existing soils.
- C. Protect all above and below ground utilities.
- D. Notify the Authority of unexpected sub-surface conditions and discontinue work in affected areas until notification is given to resume work.
- E. Grade top perimeter of the excavation to prevent surface water runoff from entering the excavation.
- F. Provide for dewatering of the trench where ground water is encountered.

PART 2 – MATERIALS

2.1 TRENCH BACKFILL

- A. Material for trench backfill shall be obtained from the trench excavation except for Bedding Material and Road Surface Material as specified and indicated.
- B. If the excavated material is unsuitable for trench backfill (contains organic matter, muck, peat, frozen materials, vegetation, debris or other unsuitable or deleterious matter), furnish pit run sand and gravel.
- C. Bedding Material shall consist of sand or sand and gravel with 100% passing the 1” U.S. Standard Sieve Size. It is the project intention that 1” minus Bedding Material can be generally obtained from the trench excavation. When trench

excavation is not suitable then it can be manufactured by screening the locally available pit run material.

- D. Road Surface Material shall consist of sound, tough, durable sand or sand and gravel with 100% passing the 3" U.S. Standard Sieve Size and a maximum of 6% passing the #200 U.S. Standard Sieve Size. It is the project intention that 3" minus Road Surface Material can be obtained from the locally available pit run material.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Identify all existing underground utilities. Stake and flag their locations.
- B. Maintain and protect the existing utilities that may pass through the work area. The Contractor shall coordinate with the City and all other local utility companies before beginning excavation activities.
- C. Identify all easements and rights of way to ensure proper routing. Stake and flag their locations. See Section 01 71 23.16.
- D. All excavation around the airport shall be coordinated with the Airport Manager.

3.2 INSPECTION AND INVENTORY OF BURIED UNITS

- A. Photographs of all below grade work shall be taken prior to backfilling. Sufficient photos shall be included in the daily reports to document installation.
- B. Before any backfilling operations are begun, the Contractor and the utility, or the Authority, shall jointly inspect all trenches, cable placement, risers, pedestals, and other construction not accessible after backfill, and an inventory of units shall be taken. If corrections are required, a second inspection shall be made after completion of the changes.

3.3 EXCAVATION

- A. Excavate the subsoil required for installing cables.
- B. Cut trenches sufficiently wide to enable proper installation and inspection of cables as specified and indicated on the Contract Drawings.
- C. Remove and dispose of all organic material and debris from trench excavation.
- D. Correct unauthorized excavation or over-excavated areas at no cost to the Authority.
- E. All trenching depths specified are minimum as measured from the final grade to the top surface of the cable. The routing shall be as indicated on the Drawings unless conditions encountered are such that changes are necessary to accomplish the work. In such event, the Authority shall be notified promptly. If rock or other difficult digging is involved, the Contractor shall determine the nature and extent of the difficulty, and the Authority will determine whether rerouting, rock trenching, plowing or other changes are necessary. Loose soil or crumbly rock

will not be considered as "difficult digging." The trench widths specified are minimum and should be increased as necessary to obtain the required depths in loose soils.

- F. Where trenches are intended for more than one cable voltage, particular care shall be taken to provide for extra depth and width to allow for soil falling into the trench during the laying of the first cables.
- G. All trenches shall follow straight lines between equipment and shall stay fully within established Rights of Way and/or utility easements.
- H. The trenches shall be dug so that the bottom has a smooth grade. Rocks in excess of one inch shall be removed from the bottom of the trench. Where this cannot be done, a two-inch layer of bedding material shall be placed in the bottom of the trench.
- I. Care shall be exercised to minimize the likelihood of water flow since this may cause trench damage and reduction in trench depth. When this occurs, the trench shall be cleared to the specified depth before installing the cable.
- J. Construction shall be arranged so that trenches will be left open for the shortest practical time to avoid creating a hazard to the public and to minimize the likelihood of trench collapse due to other construction activity, rain, accumulation of water in the trench, etc.
- K. Existing utilities shown on the Drawings are based on incomplete records. Contractor shall coordinate with the City and local utilities and have appropriate materials on hand to repair water, sewer, communication, and electrical utility damage that may occur as a result of construction activities. Contractor shall repair damaged utilities at no additional cost to the Authority.

3.4 DISPOSAL SITES

- A. Except as otherwise stated, the Contractor shall make their own arrangements and assume all costs in connection with disposal sites. Disposal sites shall be located and maintained in such a manner as to prevent a public nuisance.
- B. If the disposal site is on private property, the Contractor shall obtain written permission from the property owner or owners for such disposal sites and shall furnish the Authority with a copy of this permission. The Contractor shall be held liable for any trespass or property damage incurred outside of the disposal site.

3.5 TRENCH BACKFILL

- A. The first lift shall provide a minimum 6 inch deep layer of Bedding Material over the cable. Subsequent lifts of not more than 8 inches shall be installed and individually compacted to 95% of maximum density.
- B. Backfilling shall be completed in such a manner that voids will be minimized. Excess soil shall be piled on top and shall be well tamped. All rock and debris shall be removed from the site, and any damage to the premises repaired immediately.

- C. Exercise caution when compacting above cables to ensure that the cables are not damaged by compaction and backfilling operation.
- D. Install buried cable marking tape as required by the RUS construction units and as indicated on the drawings. At each end, bring warning tape 24" minimum above grade adjacent to a cable route marker and securely fasten to route marker with vinyl tape. See Section 33 71 02.
- E. Where cables cross a road, the top 8" minimum shall be filled with Road Surface Material. The surface shall be compacted, mounded approximately 2", and graded to blend with the adjacent road surface.
- F. Where ground water is present, the Contractor shall provide drainage through pumping or ditching to ensure that the bedding does not become saturated before placement of the backfill material.
- G. Pieces of scrap cable shall not be buried in the trench as a means of disposal.

END OF SECTION

SECTION 33 05 00
COMMON WORK RESULTS FOR UTILITIES

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, materials, equipment, and test equipment necessary to furnish, install, and place into operation the new underground electrical distribution system as indicated on the drawings, specifications, and staking sheets.
- B. Demolish the existing underground electrical distribution system as indicated on the drawings, specifications, and staking sheets.
- C. Cooperate with all others involved in the project, with due regard to their work, to promote rapid completion.
- D. Prior to commencing with the underground electrical distribution system upgrade, the Contractor shall prepare a Construction Progress Schedule in accordance with Division 1. The schedule shall identify the sequence of the work and the means to maintain power to the existing electrical services.
- E. The Contractor shall thoroughly familiarize himself with the work as well as the local conditions under which the work is to be performed. Schedule work with regard to seasons, weather, climate conditions, and all other local conditions which may affect the progress and quality of work.
- F. At certain times, roads will be required to be closed or construction activities will interfere with pedestrian or property owner access. All City requirements for road closing or limited access shall be followed at all times. Obtain a copy of the City requirements prior to beginning construction. Any required signs, barricades, or other equipment required for traffic control shall be provided by the Contractor. All activities that limit access to public or private property or right of ways shall be coordinated with the City of Port Heiden.
- G. The electric utility is the City of Port Heiden, herein after referred to as the utility. All construction activity shall be closely coordinated with the utility. The existing underground electrical distribution system serves existing customers. At all times service shall be maintained to the customers except when outages are required for service conversion or other construction related activities. All outages shall be coordinated in advance with the utility and shall be kept as short of a time as possible.
- H. All new primary distribution conductor and all new sectionalizing cabinets and transformers (equipment) shall be installed within existing rights-of-ways, easements and permitted areas. The Contractor shall provide surveying services as required.
- I. As part of the upgrade of the underground distribution system at the airport, existing Federal Aviation Administration (FAA) navigational aids will have the electrical service converted from the existing electrical distribution system to the new electrical distribution system. All preliminary work that can be

accomplished prior to converting the electrical services shall be accomplished in order to keep the electrical outage to the equipment to a minimum. The contractor shall coordinate with the Airport Manager, the FAA, and the Alaska Department of Transportation (DOT) for all work on or around the airport. The Contractor shall prepare, complete, and provide all notices for air traffic, in the form of NOTAMs or other notifications that the FAA may require, to the FAA and DOT when the existing navigational aids are affected.

1.2 RELATED REQUIREMENTS

- A. This section applies to all Division 33 work.
- B. See Division 1 which contains information and requirements that apply to work specified herein.

1.3 TELEPHONE SERVICE

- A. Telephone service is not a part of this project.

1.4 CODES AND STANDARDS

- A. Codes: Perform all work in strict accordance with all applicable national, state, and local codes; including, but not limited to the latest legally enacted editions of the following specifically noted requirements:
 - 1. NFPA 70, National Electric Code – NEC.
 - 2. ANSI-C2, National Electrical Safety Code – NESC.
 - 3. RUS Bulletin 1728F-806 (RD-GD-2018-93.)
- B. Standards: Reference to the following standards infers that installation, equipment, and materials shall be within the limits for which it was designed, tested, and approved, in conformance with the current publications and standards of the following organizations:
 - 1. American National Standards Institute – ANSI.
 - 2. American Society for Testing and Materials – ASTM.
 - 3. Factory Mutual – FM.
 - 4. Institute of Electrical and Electronics Consultants – IEEE.
 - 5. National Electrical Contractors Association – NECA.
 - 6. National Electrical Manufacturers' Association – NEMA.
 - 7. National Fire Protection Association – NFPA.
 - 8. Underwriters Laboratory – UL
- C. If the Contractor observes that the Drawings and/or Specifications are at variance with such codes and regulations, he shall promptly notify the Authority in writing.
- D. Should the Contractor perform any work in non-compliance with the above-mentioned codes and regulations without such notice to the Authority, the Contractor shall bear all costs arising therefrom.

- E. The above codes are referenced to establish minimum requirements and wherever this specification requires higher grades of material or workmanship than required by the codes, this specification shall prevail

1.5 SPECIFIC TERMINOLOGY

- A. Streamlining: In many instances, the products, reference standards, and other itemized specifications have been listed without verbiage. In these cases, it is implied that the Contractor shall provide the products and perform in accordance with the references listed.
- B. The word "Contractor" as used in Division 33 specifications shall mean "Electrical Contractor."
- C. The word "General Contractor" as used in Division 33 specifications shall mean the Contractor responsible for the project. The General Contractor may or may not be the same entity as the Contractor.
- D. "Furnish" means to purchase material as shown and specified, and cart the material to an approved location at the site or elsewhere as noted or agreed to be installed by supporting crafts.
- E. "Install" means to set in place and connect, ready for use and in complete and properly operating finished condition, material that has been furnished.
- F. "Provide" means furnish all products, labor, sub-contracts, and appurtenances required and install to a complete and properly operating, finished condition.
- G. "Accessible" means arranged so that an appropriately dressed man 6-foot 2 inches tall, weighing 250 pounds, may approach the area in question with the tools and products necessary for the work intended, and may then position himself to properly perform the task to be accomplished, without disassembly or damage to the surrounding installation.
- H. "Serviceable" means arranged so that the component or product in question may be properly removed and replaced without disassembly, destruction, or damage to the surrounding installation.
- I. "Product" is a generic term which includes materials, equipment, fixtures, and any physical item used on the project.

1.6 SPECIAL CONDITIONS

- A. Contactor shall ensure that appropriate safety measures are implemented and that all workers are aware of the potential hazards from electrical shock associated with working on or near energized medium voltage distribution equipment.
- B. In accordance with Alaska statues and regulations, all Electrical work falling under the scope of 12 AAC 32.075 shall be performed under the supervision of an Electrical Administrator with a current license in the State of Alaska in the Unlimited Linework Category.
- C. In accordance with Alaska statues and regulations, all Electrical work falling under the scope of 12 AAC 32.165 shall be performed under the supervision of an

Electrical Administrator with a current license in the State of Alaska in the Unlimited Commercial Wiring Category.

- D. All electrical work shall be performed by Alaska licensed Journeyman Electricians or licensed Apprentice Electricians under the direct supervision of a licensed Journeyman Electrician.
- E. Submit written proof of all Administrator, Journeyman, and Apprentice Electricians' current licenses.
- F. Perform work with skilled craftsmen specializing in said work. Install all materials in a neat, orderly, and secure fashion, as required by these specifications and commonly recognized standards of good workmanship.

1.7 DRAWINGS, SPECIFICATIONS, STAKING SHEETS, & SYMBOLS

- A. The Drawings, Specifications, and Staking Sheets are complementary; what is shown on one is as binding as if called for in both. Do not scale the Drawings. Locations of devices, fixtures, and equipment are approximate unless dimensioned.
- B. The Drawings are partly diagrammatic and do not show precise routing of circuits or exact location of all items and may not show in minute detail all features of the installation; however, provide all systems complete and in proper operating order.
- C. Drawing symbols used for basic materials, equipment and methods are commonly used by the industry and should be universally understood. Special items are identified by a supplementary list of graphical illustrations, or called for on the Drawings or in the specifications.

1.8 SUBMITTALS

- A. Provide submittals for all products and systems described in Division 33 specifications and/or shown on the Drawings and Staking Sheets to demonstrate compliance with the requirements of the project. Furnish submittals in the manner described herein, and in Division 1 with an index following specification format and with item by item identification.
- B. Provide submittals for all materials in the Division 33 specification sections which follow and submit under that specification section.
- C. Under this specification section provide submittals for any products and systems shown on the Drawings or Staking Sheets that are not referenced under a Division 33 specification. Identify by the Drawing or Staking Sheet reference.
- D. Submittals shall demonstrate compliance with the requirements of the project. Furnish all relevant data as appropriate including but not limited to:
 - 1. Manufacturer's name and address, and supplier's name, address, and phone number.
 - 2. Catalog designation or model number with rough-in data and dimensions.
 - 3. Operation characteristics.

4. Complete customized listing of characteristics required. Indicate whether item is "As Specified" or "Proposed Substitution." Indicate any deviations on submittal. Mark out all non- applicable items. The terminology "As Specified" used without this customized listing is not acceptable.
 5. Wiring diagrams for the specific system.
 6. Coordination data to check protective devices.
 7. Shop Drawings.
- E. Submittal review is for general design and arrangement only and does not relieve the Contractor from any of the requirements of the Contract Documents. Submittals will not be checked for quantity, dimension, fit or proper technical design of manufactured equipment. Where deviations of substitute product or system performance have not been specifically noted in the submittal by the Contractor, provision of a complete and satisfactory working installation of equal quality to system specified is the sole responsibility of the Contractor.

1.9 COORDINATION

- A. Electrical Drawings are partly diagrammatic and it is not the intent to show in detail all features of work or exact physical arrangement of equipment. Equipment shall be located and installed so that it will be readily accessible for operation and maintenance.
- B. If equipment is placed incorrectly with respect to accessibility and required operating clearances, the work affected shall be removed and re-installed at the Contractor's expense.
- C. The Contractor shall schedule his work to coordinate through the General Contractor and with all other subcontractors in order to maintain job progress and to avoid conflicts with equipment installation or work done by the various trades.
- D. The Contractor is responsible for maintaining required operating clearances. Should the Contractor become aware of operating clearances violation or if the installation of electrical equipment as shown produces an operating clearances violation, notify the Authority in writing before proceeding with the installation.

1.10 DEVICES AND EQUIPMENT

- A. Devices and equipment shall be listed for the intended service. Manufacturers or model numbers shown on the drawings or in the specifications is provided to indicate the required features. Substitutions of equivalent items will be accepted unless items specifically indicate no substitutes.
- B. Install all equipment such that the minimum required operating clearances are maintained.
- C. Protect all materials and equipment during the entire duration of construction work against contamination or damage. Replace or repair to original manufactured condition any items damaged during construction. Immediately report to the Authority any items found damaged prior to commencing construction.

1.11 INSPECTIONS

- A. Provide advance written notice to the Authority in accordance with Section 01 77 00 - Contract Closeout Procedures to schedule substantial completion inspection. The Authority will generate a punch list of corrective action items during the inspection. Work will not be considered complete until all corrective action items in the Authority's punch list have been satisfactorily completed and photographic or other positive documentation has been provided to the Authority.
- B. Cooperate with the Authority and provide assistance at all times for the inspection of the electrical work performed under this Contract. Remove covers, operate machinery, or perform any reasonable work which, in the opinion of the Authority, will be necessary to determine the completeness, quality, or adequacy of the work.

1.12 STAKING SHEETS

- A. Staking sheets are included as part of the Contract Documents. RUS Units referenced have not been included unless the Unit has been modified by this project. Contractor shall obtain copies of the RUS Units and keep them on the jobsite at all times for reference.

1.13 RECORD DRAWINGS & STAKING SHEETS

- A. Division 1 – Project Record Documents.
- B. Reference requirements stated elsewhere in these specifications.
- C. In addition to other requirements, mark up a clean set of Drawings and Staking Sheets as the work progresses, to show the dimensioned location and routing of all electrical work which will become permanently concealed. Show complete routing and sizing of any significant revisions to the systems shown.
- D. Maintain Record drawings and Staking Sheets in an up-to-date fashion in conjunction with the actual progress of installation. "Record" progress mark-ups shall be available on-site for examination by the Authority at all times.
- E. Prepare wiring diagrams on reproducible media using AutoCAD V.2012 or later for all individual special systems as installed. Identify all components and show all wire and terminal numbers and connections.
- F. Prior to substantial completion, deliver these drawings and staking sheets and their electronic files in PDF format to the Authority and obtain a written receipt.

1.14 PROJECT COMPLETION AND DEMONSTRATION

- A. Division 1 - Closeout Requirements.
- B. Demonstrate installation to operate satisfactorily in accordance with requirements of Contract Documents. Should a portion of installation fail to meet requirements of Contract Documents, repair or replace items failing to meet requirements until items can be demonstrated to comply.

- C. Have instruments available for measuring voltage and current values and for demonstration of continuity, ground, or open circuit conditions. Furnish personnel to assist in taking measurements and making tests.
- D. In the event that systems are not complete and fully operational at the time of Final Inspection, all costs of any subsequent inspections shall be borne by the Contractor at no additional cost to the Authority.

1.15 TESTS

- A. Division 1 - Closeout Requirements.
- B. The Contractor shall be responsible for field testing all electrical systems and equipment shown on the drawings. Minimum testing shall include Ground Resistance and Operating Tests as described below.
- C. Ground Resistance Tests: Ground resistance measurements shall be taken and certified by the Contractor. Certified test results shall be submitted to the Authority prior to energization of the distribution system. Test reports shall indicate the location of the ground point and grounding system and the resistance and the soil conditions at the time the test was performed. Ground-resistance measurements shall be made in normally dry weather and with the ground under test isolated from other grounds. The resistance to ground shall be measured using the fall-of-potential method described in IEEE No. 142
- D. Prior to final testing the Contractor shall balance the load on the system to the greatest extent possible. Balance shall be read on the bus meter at the power plant. The Contractor shall coordinate balancing with the Utility staff.
- E. Operating Test: After the installation is completed and the system is energized and balanced, the Contractor shall conduct an Operating Test which shall include but not be limited to:
 - 1. Verify phase rotation at every primary junction box and three phase transformer. Phase rotation shall be A-B-C identical to primary at power plant step up transformer. Any deviations shall be corrected.
 - 2. Verify phase tagging and color coding at every primary sectionalizing cabinet.
 - 3. Verify phase rotation at every three phase secondary service.
 - 4. Verify voltage at every secondary service. Any service voltage greater than 125 or less than 115 shall be corrected.
- F. Report all test results in writing. Where tests disclose problem areas, retest after the defect has been corrected.
- G. Any rework or repair of equipment required during or as a result of the testing shall be done by the Contractor at no additional cost to the Authority.
- H. The Contractor shall duplicate test readings during Substantial Completion Inspection as requested by the Authority.

1.16 CERTIFICATE OF COMPLETION

- A. Submit, at time of request for Substantial Completion Inspection, a completed letter in the following format:

I certify that the Electrical Work is complete in accordance with Contract Drawings, Staking Sheets, Specifications, and authorized Change Orders. I further certify that the following requirements have been fulfilled:

1. Record drawings and staking sheets are up-to-date and ready to deliver to the Authority.
2. All tests required by Specifications have been performed.
3. All systems are fully operational. Project will be ready for Substantial Completion Inspection on the date listed below.

CONTRACTOR: _____

PRINTED NAME: _____

SIGNATURE: _____

DATE READY FOR INSPECTION: _____

PART 2 – MATERIALS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 33 71 02
UNDERGROUND ELECTRICAL DISTRIBUTION

PART 1 - GENERAL

1.1 SCOPE

- A. This Specification provides for the construction of underground power distribution facilities using primary and secondary conductors. All construction work shall be done in a thorough and workmanlike manner in accordance with the Drawings, Staking Sheets, or specifications, and the standards specified herein.
- B. Any modified RUS Construction Units or any new construction units are included on the Drawings. Any standard RUS Construction Units referenced on the Drawings or Staking Sheets shall be obtained by the Contractor. The lack of having the correct RUS construction unit drawing will not be acceptable as an excuse for an incorrect installation.
- C. The Drawings, Specifications, and Staking Sheets are complementary; what is shown on one is as binding as if called for in all. Do not scale the drawings. Locations of devices and equipment are approximate unless dimensioned.
- D. The electric utility is the City of Port Heiden, herein after referred to as the electric utility or utility.

1.2 RELATED REQUIREMENTS

- A. Division 1 Specifications.
- B. Section 31 23 33 – Trenching and Backfill for Utilities.
- C. Section 33 05 00 – Common Work Results for Utilities.
- D. Section 33 73 13 - Padmount Liquid-Filled Utility Transformers

1.3 CODES AND STANDARDS

- A. Codes: Perform all work in strict accordance with all applicable national, state, and local codes; including, but not limited to the latest legally enacted editions of the following specifically noted requirements:
 - 1. ANSI-C2, National Electrical Safety Code – NESC.
 - 2. RUS Bulletin 1728F-806 (RD-GD-2018-93), Specifications and Drawings for Underground Electric Distribution.
 - 3. The Staking Sheets.
 - 4. Specifications.
 - 5. Construction Drawings.

1.4 QUALITY CONTROL

- A. All material shall be Rural Utility Service (RUS) approved and accepted.
- B. All construction work shall be done in a thorough and workman-like manner in accordance with the latest adopted edition of ANSI C2, National Electric Safety Code (NESC), and RUS Bulletin 1728F-806 (RD-GD-2018-93), Specifications

and Drawings for Underground Electric Distribution. The Contractor shall obtain a copy of these specifications and shall keep them on the jobsite at all times.

- C. This specification supplements the references identified above. Where there is a conflict, the more stringent condition shall apply. In general, standard RUS construction unit drawings shall be used. Modified construction units may be included on the Drawings and will be identified with a modifier.

1.5 SUBMITTALS

Shop Drawings and Product Data: Submit shop drawings and product data in accordance with contract requirements. At a minimum, submit the following:

- A. Primary load break terminations.
- B. Primary sectionalizing cabinets.
- C. Primary cable.
- D. Schedule 80 PVC conduit, fittings, and elbows.
- E. Liquid tight flexible non-metallic conduit and fittings.
- F. Conduit supports.
- G. Hardware and fasteners.
- H. Primary sectionalizing cabinet marker.
- I. Secondary URD cable.
- J. Secondary pedestals.
- K. Secondary cable terminations.
- L. Grounding material.
- M. Meter bases.
- N. Cable route marking tape.
- O. Cable route markers.
- P. Equipment identification labels.
- Q. Cable marking labels.
- R. Warning signs.
- S. Padlocks.
- T. Cable pulling lubricant.
- U. Street light and associated components.

1.6 INSPECTION AND INVENTORY OF BURIED UNITS

- A. Before any backfilling operations are begun, the Contractor and electric utility, or the Authority, shall jointly inspect all trenches, cable placement, risers, pedestals, and other construction not accessible after backfill and an inventory of units shall be taken. If corrections are required, a second inspection shall be made after completion of the changes.

1.7 STORAGE OF MATERIAL AND EQUIPMENT

- A. All material and equipment to be used in construction shall be stored so as to be protected from deteriorating effects of the elements. If outdoor storage cannot be avoided, the material and equipment shall be stacked on supports well above the ground line and protected from the elements as appropriate, and with due regard to public safety.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Products shall conform to the following requirements. Items of the same classification shall be identical including equipment, assemblies, parts, and components.
- B. All material and equipment shall be new.
- C. Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacturer of the product.
- D. All hardware and fasteners shall be 316 stainless steel.

2.2 PRIMARY LOAD BREAK TERMINATIONS

Primary cable terminations in sectionalizing cabinets, transformers, and other pad mounted equipment shall be made using 200 amp load break separable connectors meeting the following requirements.

- A. The primary separable connectors shall be an assembly of load break elbows, load break feed through inserts, load break junctions, insulated standoff bushings, and load break protective caps.
- B. The primary separable connectors shall meet the latest editions of the following standards:
 - 1. IEEE Std 386 standard for Separable Connectors.
 - 2. IEEE Std 404 standard for Cable Joints and Splices
 - 3. ANSI C119.4 Standard for Copper and Aluminum Conductor Connectors.
 - 4. AEIC CS5, CS6 and CS8 Standards for EPR Insulated Cables.
 - 5. ICEA S-94-649 Standard for EPR Insulated Cables
- B. The primary separable connectors shall have the following voltage ratings and characteristics:
 - 1. Standard Voltage Class: 15 kV.
 - 2. Maximum Phase to Ground: 8.7 kV.
 - 3. AC 60 Hz 1 Minute Withstand: 35 kV.
 - 4. BIL and Full Wave Crest: 110 kV.
 - 5. Continuous current rating of 200 amps.

- C. Load break elbows shall be provided with a sheath seal to seal the junction between the cable and the load break elbow. Provide either a 3M Sheath Seal Kit 5831 or an integral jacket seal.
- D. Load break junctions shall be provided with U-straps.
- E. Load break elbows shall be provided with a test point and hold down bail.
- F. Insulated standoff bushings shall be provided with a stainless steel bracket.

2.3 PRIMARY SECTIONALIZING CABINETS

Sectionalizing cabinets shall be of fiberglass construction and shall meet the following requirements.

- A. Single or three-phase as required for the installation or indicated on the Drawings or Staking Sheets.
- B. Dimensions as follows:
 - 1. Three-phase cabinet shall be Nordic Fiberglass ND-552454, with 18" Extension, or approved equal.
 - 2. Single-phase cabinet shall be Nordic Fiberglass ND-362436, with 18" Extension, or approved equal.
- C. Lid shall open wide to allow easy access to junctions from the top and sides.
- D. Direct burial type incorporating a wide base flange.
- E. Produced from fire-retardant resin and a combination of chopped glass spray-up and hand lay-up using woven roving glass reinforcement.
- F. All hardware shall be stainless steel. Provide stainless steel or silicon bronze penta-head bolt. Provide provisions for pad locking.
- G. Extra heavy duty fiberglass construction. Provide a combination of chopped glass spray-up and hand lay-up woven roving glass reinforcement. Provide a smooth exterior finish with marine grade gel coat. Provide external ribs molded into the front, back and sides to provide side-wall strength.
- H. Mounting plates shall be stainless steel. Three-phase cabinets shall be provided with mounting plates to accommodate up to three 4-point 15 kV load break junctions with U-straps. Single-phase cabinets shall be provided with a mounting plate to accommodate one 4-point 15 kV load break junctions with U-straps. Three-phase cabinets shall be provided with six stainless steel parking stands above the mounting plates. Single-phase cabinets shall be provided with two stainless steel parking stands above the mounting plate.
- I. Provide 3/8" solid copper grounding system.
- J. The exterior shall be covered with Munsell green gel-coat, containing UV stabilizer, and providing superior weather-ability and resistance to ultraviolet attack.
- K. Meet ANSI C57.12.28 Pad-Mounted Enclosure Integrity Standard.

2.4 PRIMARY CABLE

All medium voltage conductors shall meet the following requirements:

- A. Voltage Rating: 15 kV.
- B. Acceptable manufacturers:
 - 1. Okonite.
 - 2. Cablec Corporation.
 - 3. Southwire.
 - 4. Approved equal.
- B. Medium voltage cable shall be suitable for primary underground distribution systems.
- C. Medium voltage cable shall meet the following standards.
 - 1. AEIC CS6.
 - 2. ASTM B-3, "Standard Specification for Soft or Annealed Copper Wires".
 - 3. ASTM B-496, "Standard Specification for Compact Round Concentric Lay-Stranded Copper Conductors".
 - 4. IEEE 48 Test procedures and requirements for high voltage alternating current cable terminations.
 - 5. IEEE 386 Separable insulated connector systems for power distribution systems above 600 volts.
 - 6. IEEE 404 Cable joints for use with extruded dielectric cable rated 5000 volts through 46,000 volts and cable joints for use with laminated dielectric cable rated 2,500 volt through 500,000 volt
 - 7. IEEE 592 Exposed semi-conducting shields on pre-molded high voltage cable joints and separable insulated connectors.
 - 8. ICEA S-68-516.
 - 9. UL 1072 Medium-Voltage Power Cables.
 - 10. NFPA 70 National Electric Code (NEC).
 - 11. NEMA WC 8 Ethylene-propylene-rubber insulated wire and cable for the transmission and distribution of electric energy.
 - 12. RUS U-1
- D. Conductor temperature Ratings:
 - 1. Continuous Operation: 105°C.
 - 2. Emergency Operation: 140°C.
 - 3. Short Circuit Rating: 250°C.

- E. Cable shall have both conductor and insulation shielding and shall have a polyethylene jacket. Cable shall conform to NEMA WC8 for ethylene-propylene-rubber insulation. The year of manufacture shall be durably marked on the outer surface of each cable at regular intervals throughout the cable length.
- F. Conductor: Concentric-lay, strand filled, compressed bare aluminum, Class B stranded.
- G. Strand Fill: Provide water swellable powder that meets or exceeds ICEA T-31-610 water penetration resistance and ANSI/NEMA Class A connectorability requirements.
- H. Strand Screen: Extruded semi-conducting ethylene-propylene rubber.
- I. Insulation: Ethylene-propylene rubber, 133 percent, not less than 220 mils average thickness.
- J. Insulation Screen: Extruded semi-conducting ethylene-propylene rubber.
- K. Concentric bare copper strands to form a fully rated concentric neutral installed over the insulation screen.
- L. Encapsulating Jacket: Non-conducting linear polyethylene, with extruded red stripes, that meets the requirement of ICEA. Red stripes shall be spaced 120° apart. Provide NESC required lightning bolt.
- M. The jacket of each cable shall be provided with markings as required by NEC Article 310.120.

2.5 SECONDARY ALUMINUM UD CABLE

- A. All secondary aluminum underground distribution conductors shall be a cable assembly for underground service, aluminum, 600 volt, cross-linked polyethylene insulated conductors meeting the requirements of ANSI/ICEA S-81-570. Conductors shall be rated 90°C continuous operation, 130°C emergency overload, and 250°C short circuit rated.
- B. Acceptable manufacturers:
 - 1. Southwire.
 - 2. Approved equal.
- C. Conductors shall conform to the following standards.
 - 1. B-231 Aluminum 1350 Conductors, Concentric-Lay-Stranded.
 - 2. B-609 Aluminum 1350 Round Wire, Annealed and Intermediate Tempers, for Electrical Purposes.
 - 3. B-786 19 Wire Combination Unilay-Stranded Aluminum Conductors for Subsequent Insulation.
 - 4. B-901 Compressed Round Stranded Aluminum Conductors Using Single Input Wire.
 - 5. ICEA S-81-570
 - 6. UL Standard 854 for USE-2.

- D. Conductors shall be stranded, compressed 1350-H16/H26 aluminum. Neutrals shall have triple yellow extruded stripe. Neutral conductors shall be the same size as the line or phase conductors.
- E. Cables shall be provided with "YES" neutrals and shall have sequential footage markers. Conductors shall be durably surface printed for identification.
- F. Each multiplex cable shall be provided in the sizes indicated in the Drawings or Staking Sheets. Cables shall be provided based on the standard Code Word for the specific cable. Cables shall be provided as follows:
 - 1. Triplex Conductors:

Cables utilized for single phase service or other uses as indicated on the Drawings or Staking Sheets. Cable shall consist of three insulated conductors, one of which shall be the neutral. Conductors shall be marked for easy phase identification.
 - 2. Quadruplex Conductors:

Primarily used for three-phase service. Cable shall consist of four insulated conductors, one of which shall be the neutral. Conductors shall be marked for easy phase identification.

2.6 SECONDARY COPPER UD CABLE

- A. Acceptable manufacturers:
 - 1. CME Wire and Cable.
 - 2. Approved equal.
- B. 600 volt Single Layer Thermoset Insulated Utility Underground Distribution Cable.
- C. Secondary copper conductors shall meet the following requirements.
 - 1. UL854, ICEA S-105-692.
 - 2. Type USE-2 service entrance cable.
 - 3. Direct burial.
 - 4. 600 volt maximum operating rating.
 - 5. 90° C wet or dry.
 - 6. Conductor: Soft annealed copper, solid per ASTM B3, Class B, compressed stranding or unilay compressed per ASTM B8.
 - 7. Multi-conductor cable, conductor quantity as required.
 - 8. Phase Conductor: Black thermoset cross-linked polyethylene (XLPE).
 - 9. Neutral conductor: Black thermoset cross-linked polyethylene (XLPE), with three yellow extruded stripes.
 - 10. Duplex Configuration: One black phase insulated conductor and one neutral insulated conductor cabled together.
 - 11. Neutral conductor same size as phase conductor.

D. Duplex Conductors:

Cables utilized for 120 volt lighting service. Cable shall consist of two insulated conductors, one of which shall be the neutral. Conductors shall be marked for easy line identification.

2.7 SECONDARY CABLE TERMINATIONS

- A. Secondary cable terminations at transformers shall be Thomas & Betts Homac insulated in-line connector, 5/8" threaded stud, Type EZC, or approved equal. Provide 4, 6, or 8 outlets as required for the services on the transformer. Rated for copper or aluminum conductors. Install in accordance with manufacturer's instructions.
- B. Secondary cable terminations at secondary pedestals shall be Thomas & Betts Homac insulated multi-port connectors, RAB 350 series dual rated connector, or approved equal. Provide outlets as indicated or required for the services on the pedestal, minimum 4. Rated for copper or aluminum conductors.
- C. Secondary cable terminations for copper to copper conductors shall be tin-plated copper.

2.8 SECONDARY PEDESTALS

- A. All hardware shall be stainless steel. Provide stainless steel or silicon bronze penta-head bolt. Provide provisions for pad locking.
- B. Provide "Electric" molded into the pedestal top.
- C. Copolymer polypropylene pedestals manufactured by an injection molding process.
- D. Pedestal shall accommodate a minimum of three six port 350 MCM connectors.
- E. Pedestals shall be minimum 38 inches high, with a burial depth of 16 inches. Provide a top lid for access to the connectors.
- F. Nordic Fiberglass or approved equal.
- G. Munsell green gel-coat.

2.9 BURIED CABLE MARKING TAPE

- A. Buried cable marking tape shall meet the following requirements:
 - 1. 5 mil thick.
 - 2. Six inches wide.
 - 3. Detectable Aluminum core.
 - 4. Permanently printed A.P.W.A uniform color coded.
 - 5. Red – "CAUTION BURIED ELECTRIC LINE BELOW."
- B. Ideal 42-251 or approved equal.

2.10 CABLE ROUTE MARKER

- A. Provide buried cable route markers as specified herein.

- B. Cable route markers shall be minimum 66 inches high and shall be three-rail hybrid constructed of fiberglass and UV stable plastic.
- C. Cable route markers shall meet the requirements of RUS Construction Unit UM2.
- D. Provide telephone number and utility name on each marker.
- E. Provide minimum ten spare cable route markers to the electric utility at the end of the project.

2.11 EQUIPMENT IDENTIFICATION LABELS

- A. Provide self-adhesive identification tags, minimum 2 inches high, UV stabilized.

2.12 PADLOCKS

- A. Provide Sterling Junior brass padlocks, with keys, from Engineering Unlimited, dba Sterling Security Systems, for each sectionalizing cabinet, transformer, and secondary pedestal, whether existing or new, on the project.
- B. Contractor may use temporary locks on the cabinets during construction but shall remove all temporary locks and install the Sterling Junior padlocks on the equipment prior to substantial completion.
- C. Assign the padlocks and keys to the electric utility.
- D. Provide 10 spare padlocks with keys above the quantity required for all new and existing equipment.

PART 3 - EXECUTION

3.1 GENERAL

Materials to be used for construction will be designated by one or two lower-case alphabetic characters shown on the Drawings and in the "ITEM" column in the drawing material blocks. For example, "Uhp" designates an elbow termination.

3.2 HANDLING OF CABLE

- A. Cable shall be handled carefully at all times to avoid damage, and shall not be dragged across the ground, fences or sharp projections. Care shall be exercised to avoid excessive bending of the cable. The ends of the cable shall be sealed at all times against moisture with suitable end caps. Where it is necessary to cut the cable, the ends shall be terminated or sealed after the cutting operation using heat shrink or cold shrink end caps.

3.3 EQUIPMENT PADS AND EXCAVATIONS

- A. The site for equipment pads shall be on undisturbed earth adjacent to but not over the trench. The site shall be cleared of all debris and excavated to the specified depth. Gravel, sand or other acceptable self-draining material shall be added to the site and thoroughly compacted.
- B. Excavations for sectionalizing cabinets and transformer ground sleeves shall be made so as to disturb the surrounding earth as little as practical. Enclosures shall be installed with side walls plumb. When ground sleeves are of fiber, plastic, or other semi flexible material, backfilling shall be done with covers in place and with careful tamping so as to avoid distortion of the enclosure. When installation

is complete, the cover of the enclosure shall not be lower than and not more than two inches higher than the grade specified by the Owner. Soil in the immediate vicinity shall be tamped and sloped away from the enclosure. The excess soil shall be removed from the site or spread evenly over the surface of the ground to the satisfaction of the Owner.

3.4 SECTIONALIZING CABINET INSTALLATION

- A. Install cabinets in accordance with the manufacturer's instructions and the requirements of RUS specifications.
- B. Provide a cabinet extension as required for areas where there will be higher than normal snow buildup.
- C. Ground cabinets in accordance with RUS specifications.
- D. Install a 72" spring loaded cabinet marker to identify the cabinet location in areas.
- E. Install four point load break junctions on each mounting plate.
- F. All unused junction bushings and standoff bushings shall be provided with a load break protection cap.
- G. Primary cables in three-phase sectionalizing cabinets shall be installed with A-phase on the left, B-phase center, and C-phase on the right, facing the sectionalizing cabinet.
- H. At each three-phase sectionalizing cabinet, each 4-point junction shall be identified with the associated phase using 2" high, self-adhesive letters attached to the enclosure above the junction point. Letters shall be white with an orange background.

3.5 TRANSFORMER INSTALLATION

- A. Transformers shall be handled carefully to avoid damage to the finish and shall be positioned in accordance with the Drawings or Staking Sheets, and specifications. Only qualified and experienced personnel shall be allowed to make connections and cable terminations.
- B. Install secondary cable terminations on the line and neutral as specified herein.
- C. Extend the top of the ground sleeve a minimum of 12 inches above grade.

3.6 IDENTIFICATION OF EQUIPMENT

- A. Each sectionalizing cabinet, transformer, and secondary pedestal shall be provided with an identification number. The identification number shall be located on the outside front of the equipment. The number shall match the number or location shown on the Drawings and Staking Sheets.
- B. Where existing equipment is already provided with identification, remove the existing identification in its entirety and install the new identification as shown on the Drawings and Staking Sheets.

3.7 TRENCHING AND BACKFILLING

See Section 31 23 33.

3.8 INSTALLING CABLE

- A. The cable shall be placed in the trench as soon after the trenching operation as feasible. Wherever possible, cable shall be played out from the reel mounted on a moving vehicle or trailer. The reel shall be supported so that it can turn easily without undue strain on the cable. The cable shall be carefully placed in the trench by hand. All cable placement shall be done under constant supervision to be certain that no damage to the cable occurs.
- B. The cable shall be inspected carefully by the Contractor as it is removed from the reel in laying operations to be certain that it is free from visible defects. The Authority shall decide upon corrective action when defects are discovered.
- C. Cable shall be handled carefully at all times to avoid damage, and shall not be dragged across the ground, fences or sharp projections. Care shall be exercised to avoid excessive bending of the cable.
- D. Primary cable installed but which will not be terminated within 24 hours shall be sealed using heat shrink or cold shrink end caps. All sealed ends shall be impervious to water penetration. No primary cable shall be left in a trench or laying on the ground without an end cap.
- E. The minimum bending radius of primary cable is 12 times the overall diameter of the cable. The minimum bending radius of secondary and service cable is six times the overall diameter of the cable. In all cases the minimum radius specified is measured to the surface of the cable on the inside of the bend. No cable bends shall be made within 6.0 inches, of a cable terminal base.
- F. Where more than one cable is to be placed in a trench, the spacing required by the specifications shall be observed. Care shall be taken that any soil falling into the trench during the laying of the first cables does not reduce the clearances of the last, cable below that specified. Should this occur the excess soil shall be removed carefully by hand or with equipment that will not damage the installed cables.
- G. Sufficient slack and in no case less than 24 inches shall be left at all transformer pads and terminal points so that movements of cable after backfilling will not cause damaging strain on the cable or terminals. Provide cable loops as indicated at sectionalizing pedestals.

3.9 PRIMARY CABLE TERMINATION

- A. All primary cable terminations at sectionalizing cabinets and transformers shall be made using prefabricated load break elbows installed in accordance with the manufacturer's instructions.
- B. Cables shall be prepared for the load break elbow using acceptable tools to ensure that the cable insulation is not damaged by being scored, nicked, or cut. Any cable damaged shall be cut off and the end prepared properly.
- C. Terminations shall be suitable for the size and type of cable that they are used with and for the environment in which they will operate. Any indication of misfit, such as a loose or exceptionally tight fit, shall be called to the Owner's attention. The outer conductive surface of the termination shall be bonded to the system neutral.

- D. Load break elbows shall be installed in accordance with the manufacturer's instructions.
- E. The cable shield shall be grounded in accordance with the manufacturer's instructions. Provide jacket seal around the ground braid or shield.
- F. A portable covering or shelter shall be available for use when terminations are being prepared and when prefabricated terminations are being switched. The shelter shall be used as necessary to keep rain, snow and windblown dust off the insulating surfaces of these devices.
- G. Since cleanliness is essential in the preparation and installation of primary cable fittings, care shall be exercised to prevent the transfer of conducting particles from the hands to insulating surfaces. Mating surfaces shall be wiped with a solvent such as denatured alcohol to remove any possible accumulation of dirt, moisture or other conducting materials. A silicone grease should be applied afterwards in accordance with the manufacturer's recommendations. Whenever prefabricated cable devices are opened, the unenergized mating surfaces shall be lubricated with silicone grease before the fittings are reconnected.

3.10 CABLE SPLICING

- A. New cables shall not be spliced. Splices shall only be installed in existing cables where indicated or required. All splices shall be approved by the Authority.
- B. Any splices made shall be made using a heat shrink or cold shrink IEEE 404/IEEE Standard 48 Approved for Class 1 terminations manufactured by 3M, or approved equal. All connectors shall be long barrel, tin-plated copper compression connector, sized for the conductor.

3.11 SECONDARY CABLE TERMINATION

- A. A suitable corrosion inhibiting compound shall be used with all secondary and service connections.
- B. All secondary cable connections installed in secondary pedestals shall be made with preinsulated secondary connector blocks. Diving bells with open terminals, insulating boots or moisture barriers that depend solely on tape are not acceptable.
- C. All transformer secondary phase terminal connections shall be completely insulated. The secondary phase terminals, threaded studs, shall be made with a preinsulated secondary transformer connection block.
- D. The secondary connections and insulation shall have accommodations for all future and existing services as shown on the plans and specifications.

3.12 IDENTIFYING CABLES AT TERMINATION POINT

- A. All cables shall be provided with permanent cable identification tags as indicated on the Drawings, Staking Sheets, or specifications, or identified by the Authority. Temporary markers may be used during construction but shall be removed prior to substantial completion.
- B. As the cables are laid they shall be identified and tagged. The identification shall be of a permanent type, such as that done with an embossing type tape writer on plastic or corrosion resistant metal tags. The tag shall be securely attached to the

cable with stainless steel strap. Paper or cloth tags are not acceptable. Hand marking or lettering is not acceptable.

- C. Cable identification shall be installed on each primary conductor, and each duplex, triplex, or quadruplex secondary conductor. Secondary cables shall be identified at transformers and pedestals. Cable tags shall be white, polyolefin, approximately 2”X1”. Circuit number shall be typed or machine printed in black. Hand marking or lettering is not acceptable. Identification shall consist of the name of the service, or other method that clearly identifies each service, or as directed by the electric utility.
- D. All tags shall be easily visible without moving the cable or any other piece of equipment or item. Secure around the cable with black “Ty-wraps.”
- E. Primary cables, both new and existing, shall be identified at every accessible location. Each cable shall be identified with the phase of the conductor.
- F. Primary cables shall be identified with the origination of the circuit using minimum 1” high letters.
- G. Any temporary tag used during construction shall be removed and a permanent tag shall be installed prior to substantial completion.
- H. In addition to other identification, each primary conductor, both new and existing, shall be identified by phase using Scotch 35 marking tape. Provide a minimum of 3-inches of tape at each accessible location. Color identification shall be as follows:
 - 1. Phase A: Red.
 - 2. Phase B: White.
 - 3. Phase C: Blue.

3.13 SECONDARY PEDESTALS

- A. All secondary pedestals shall be approximately at the same height above finished grade.

3.14 GROUNDING

- A. All neutral conductors, ground electrodes, and groundable parts of equipment shall be interconnected. All interconnections shall be made as shown or indicated on the Drawings or Staking Sheets or required for a complete and safe system. A copperclad ground rod shall be installed at all equipment locations as indicated in the Drawings or Staking Sheets. At a minimum, ground rods shall be installed at each sectionalizing cabinet, electrical service and other equipment as required by RUS specifications and drawings.
- B. The equipment ground, neutral wires, and lightning-protective equipment shall be interconnected and attached to a common ground wire.
- C. All ground conductors and connectors shall be copper. Aluminum material is not acceptable.
- D. Ground wire sizes, not otherwise indicated, shall be not smaller than No. 4 AWG.

- E. The concentric shield shall be grounded at each sectionalizing cabinet and transformer.
- F. At each existing or new electrical service, install a ground rod as indicated or required on the Drawings or Staking Sheets. Install new ground rod whether there is an existing ground rod or not. If there is an existing ground rod, remove the ground rod or connect the existing ground rod to the new ground rod. All existing ground rods extending more than 12" above grade shall be removed.
- G. All buried grounding conductor connections shall be made with exothermic welds.

3.15 WARNING SIGNS

- A. Each transformer, sectionalizing enclosure, and secondary pedestal shall display a warning sign placed so that it is visible to anyone attempting entry into the enclosure.
- B. Provide signs as required by RUS Unit US3.PJ.

3.16 BURIED CABLE MARKING TAPE

- A. Install buried cable marking tape as required by the RUS construction units and as indicated on the drawings. At each end, bring warning tape 24" minimum above grade adjacent to a cable route marker and securely fasten to route marker with vinyl tape. See Section 33 71 02.

3.17 CABLE ROUTE MARKERS

- A. Where cables are not routed within improved roads, install permanent cable route markers directly over the center of the cables as follows:
 - 1. Install markers at all corners and direction changes in the primary cable.
 - 2. On straight runs, install cable route markers every 200 feet between equipment. Minimum one between enclosures 100 feet apart or more
- B. Where cables are routed within improved roads, install permanent cable route markers as follows:
 - 1. At locations where cables leave the road to connect to equipment, install markers 5' minimum and 10' maximum from the shoulder of the road. Locate markers over the center of the cables.

3.18 PADLOCKS

- A. Prior to substantial completion, the Contractor shall cut and remove all temporary locks or other security devices that may be installed on the electrical equipment and install the new padlocks on the electrical equipment.
- B. Contractor shall turn spare padlocks and keys over to the electric utility prior to substantial completion.

END OF SECTION

SECTION 33 73 13

PADMOUNT LIQUID-FILLED UTILITY TRANSFORMERS

PART 1 - GENERAL

1.1 SCOPE

- A. This specification covers electrical characteristics and mechanical safety features of mineral-oil immersed, self-cooled, padmounted transformers with separable insulated high voltage bushings. All characteristics, voltage designations and tests shall be in accordance with the latest editions of ANSI Standards C57.12.26 and C57.12.00, except as modified herein.
- B. Transformers shall be designed in accordance with RUS requirements and shall be of new construction.
- C. The transformers will be non-evaluated units but shall be provided with minimum efficiencies as specified herein.
- D. Transformers shall be suitable for step-down service.
- E. Transformers shall be provided with ground sleeves as specified herein.

1.2 RELATED REQUIREMENTS

- A. Division 1 Specifications.
- B. Division 33 Specifications.

1.3 STANDARDS

All characteristics, definitions, and terminology, except as specifically covered in this specification, shall be in accordance with the latest revision of the following ANSI, IEEE, Department of Energy and NEMA standards.

C57.12.00	IEEE Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
C57.12.28	IEEE Standard Pad-Mounted Equipment–Enclosure Integrity.
C57.12.35	IEEE Standard Bar Coding for Distribution Transformers and Step-Voltage Regulators.
C57.12.38	IEEE Standard for Pad-Mounted-Type, Self-Cooled, Single-Phase Distribution Transformers 250kVA and Smaller: High Voltage, 34,500 GrdY/19920V and Below; Low Voltage, 480/240V and Below.
C57.12.90	IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers.
C57.12.91	IEEE Guide for Loading Mineral-Oil-Immersed Transformers and Step-Voltage Regulators.
C57.154	IEEE Standard for the Design, Testing, and Application of Liquid-Immersed Distribution, Power, and Regulating Transformers using High-Temperature Insulation Systems and Operating at Elevated Temperatures.

NEMA TR-1	Transformers, Regulators and Reactors, Audible Sound Levels for Liquid-Immersed Power Transformers.
NEMA 260	Safety Labels for Pad-Mounted Switchgear and Transformers Sited in Public Areas.
DOE	10 CFR Part 431 – Department of Energy – Energy Conservation Program for Commercial Equipment: Distribution Transformers Energy Conservation Standards; Final Rule.

1.4 SUBMITTALS

- A. Shop Drawings and Product Data: Submit shop drawings and product data in accordance with contract requirements. At a minimum, submit the following:
 - 1. Transformers.
 - 2. Transformer ground sleeves.
- B. Submit complete transformer electrical data, mechanical and layout drawings, and wiring and connection diagrams for each type of transformer provided.
- C. Drawings shall indicate the kVA rating, transformer impedance, voltage (both primary and secondary), phase of the transformer, winding connection, and tap changers.
- D. Construction shall not commence until drawings have been approved by the Authority.
- E. Provide certified test reports prior to shipment of the transformers. Test reports shall indicate the impedance, no load, and full load loss of each transformer, by serial number, and shall include the transformer efficiency, expressed in percent, of the transformer based on the test procedures required by DOE 10 CFR Part 431.
- F. Certified test reports shall contain a statement identifying the amount of PCB in the insulating oil.

1.5 WARRANTY

The failure of any transformer due to defective design, material and/or workmanship within 12 months after being energized or eighteen months after being delivered, whichever comes first, shall be repaired or replaced without cost. Any defect in design, material and/or construction discovered within this period shall be corrected at the manufacturer's expense, either by repair or replacement.

PART 2 – PRODUCTS

2.1 RATINGS

- A. General:
 - 1. Primary Voltage Rating: As indicated on the Drawings.
 - 2. Secondary Voltage Rating: As indicated on the Drawings.
 - 3. Frequency: 60 Hz.
 - 4. Phase: Single-phase.

- 5. Impedance: NEMA Standard.
- 6. kVA Rating: As indicated on the Drawings.
- 7. BIL Rating: 7.2/12.47 kV: 95 kV.
 600 Volt and lower: 30 kV.
- 8. Temperature Rating: Self-cooled, 65° C above a 30° C ambient.

2.2 ACCEPTABLE MANUFACTURERS

Acceptable manufactures shall be as follows.

- A. ABB.
- B. Cooper Power.
- C. Ermco.
- D. G. E. Prolec.
- E. Howard Transformers.
- F. Approved equal.

2.3 EFFICIENCY

The efficiency requirement of DOE 10 CFR part 431.196, for liquid filled transformers, is provided below. Transformers shall meet or exceed the efficiency requirements listed.

Single-phase			
kVA	Efficiency (%)	kVA	Efficiency (%)
10	98.70	50	99.11
15	98.82	75	99.19
25	98.95		
37.5	99.05		

Note: All efficiency values are at 50 percent of nameplate-rated load, determined according to the DOE Test-Procedure. 10 CFR Part 431, Subpart K, Appendix A.

2.4 TRANSFORMER LOSSES

Transformer no load and load losses shall be quoted with the transformer bid and shall be guaranteed by the manufacturer. Transformer losses determined by the factory tests on the individual transformers shall not exceed the guaranteed bid losses by more than 10%. No individual unit shall be shipped that exceeds guaranteed no load losses by more than 10%.

2.5 TRANSFORMER TAPS

Transformers shall be furnished with four each 2-1/2% full capacity high-voltage taps, 2 above and 2 below rated nominal voltage. The tap changer shall be clearly labeled to

reflect that the transformer must be de-energized before operating the tap changer as required in Section 4.3 of IEEE Std C57.12.34.

2.6 SINGLE-PHASE TERMINAL ARRANGEMENTS

- A. Primary bushings shall consist of 200-amp loadbreak inserts in accordance with the following.
 - 1. The high voltage bushings provided shall be externally clamped bushing wells suitable for loop feed. These wells shall be removable to allow for field replacement of the bushings without opening the tank.
 - 2. The bushing configuration shall be per IEEE C57.12.38 Figure 3 for ANSI Type II units.
 - 3. A cable accessory parking stand shall be provided and shall be located such that the separable insulated connectors that are designed for operation after the transformer is in place can be operated with hot-line tools.
- B. Secondary terminals:
 - 3. On single-phase transformers, provide threaded stud-type line and neutral terminals per the table below:

kVA Rating	Thread Size	Minimum Length (Inches)
10-75	0.625-11 UNC-2A	1.25

Length indicated shall be the length of threads prior to any jam nuts, ground straps, or secondary connectors.

2.7 PROTECTION

- A. Bayonet with current limiting fuses. The high-voltage overcurrent protection scheme provided with the transformer shall be an externally removable loadbreak expulsion Bay-O-Net fuse assembly with a flapper valve to minimize oil spillage. The bayonet fuses shall be in series with ELSP under-oil partial-range current-limiting back-up fuses with an interrupting rating of 50,000 RMS symmetrical amperes interrupting with minimum melting current approximately 200% of transformer nameplate rating.

2.8 CORE AND COIL

- A. Windings shall be copper or aluminum. All windings shall meet with the guaranteed temperature rise requirements.
- B. The core and coil shall be vacuum processed to ensure maximum penetration of insulating fluid into the coil insulation system. The windings will be energized to heat the coils and drive out moisture, and the transformer will be filled with preheated filtered degassed insulating fluid.
- C. The core shall be manufactured from amorphous metal or grain-oriented silicon steel and shall be precisely stacked to eliminate gaps in the corner joints. The coil shall be insulated with B-stage, epoxy coated, diamond pattern, insulating paper,

which shall be thermally cured under pressure to ensure proper bonding of conductor and paper.

2.9 TANK AND CABINET

- A. The enclosure integrity of the tank and cabinet shall meet the requirements for tamper resistance set forth in ANSI C57.12.28 including, but not limited to, the pry test, pull test, and wire probe test.
- B. Enclosures:
 - 1. Single-phase transformers shall be ANSI Type 2 provided with a single lift up door. Door shall be provided with tamper resistant strips.
 - 2. A recessed, captive, silicone bronze or stainless steel penta-head bolt that meets the dimensions per IEEE Std C57.12.38 standard shall secure all access doors. Handles and doors shall be provided with provisions for padlocking.
 - 3. The compartment depth shall be in accordance with IEEE Std C57.12.34 standard, unless additional depth is specified.
 - 4. Transformer enclosures shall be provided with a 304 stainless steel cabinet, door, and sill.
 - 5. All hardware, handles, and hinges shall be 304 stainless steel.
 - 6. Enclosures shall meet ANSI C57.12.28 for enclosure integrity.
- C. TANK
 - 1. The transformer tank shall be carbon steel with a 304 stainless steel base.
 - 2. Bolted main tank cover, where applicable.
 - 3. The tank base shall be designed to allow skidding or rolling in any direction. Lifting provisions shall consist of four lifting lugs welded to the tank.
 - 4. The transformer shall be of sealed tank construction of sufficient strength to withstand a pressure of 7 psig without permanent distortion, and 15 psig without rupturing or affecting cabinet security.
 - 5. The tank shall include a pressure relief device as a means to relieve pressure in excess of pressure resulting from normal operation. The venting and sealing characteristics shall be as follows:
 - a. Cracking pressure: 10psig \pm 2psig.
 - b. Resealing pressure: 6psig minimum.
 - c. Zero leakage from reseal pressure to -8psig.
 - d. Flow at 15 psig: 35 SCFM minimum.

2.10 PAINTING

- A. The transformer unit shall be painted Munsell 7GY3.29/1.5 green. All parts of the transformer shall be painted.

- B. The tank and cabinet coating shall meet all the requirements of ANSI C56.12.28 including:
 - 1. Crosshatch Adhesion Test.
 - 2. Humidity Test.
 - 3. Impact Test.
 - 4. Oil Resistance Test
 - 5. Ultraviolet Accelerated Weathering Test.
 - 6. Abrasion Resistance - Taber Abraser.
 - 7. Gravelometer.

2.11 INSULATING OIL

The dielectric coolant in the transformer shall be highly refined Type II inhibited new mineral oil and meet the minimum requirements as specified in Table 1, "Functional Property Requirements," of ASTM D3487 and ANSI C57.106.

2.12 NOISE

- A. The padmounted transformer shall be designed and constructed to minimize the audible noise generated with the transformer energized at rated voltage.
- B. Standard transformer sound level shall not exceed the values given in Table 0-3 of the latest edition of NEMA Publication TR1.

2.13 NAMEPLATES & LABELS

- A. Diagrammatic nameplate that conforms to the latest edition of ANSI C57.12.00. Impedance of the transformer shall be included on the nameplate. The nameplate shall be etched and black-filled aluminum or stainless steel. Affix to the enclosure with rivets.
- B. Safety labels shall be provided with each transformer. Safety labels shall meet the latest edition of NEMA Standard No. 260. Labels shall be made of weather resistant material per the latest edition of NEMA Standard 9.15 and UL969.
- C. In addition to warning labels, provide a label indicating the transformer kVA rating on the front of the transformer, in minimum 2-1/2" black letters.

2.14 ACCESSORIES

Provide the following accessories:

- A. Single-Phase Transformers:
 - 1. Oil site gauge (glass window with ball float).
 - 2. 0.5" drain plug in LV compartment.
 - 3. Upper oil fill plug.
 - 4. Tank anchoring
 - 5. Lifting bolts.
 - 6. Ground pads.

2.15 TRANSFORMER GROUND SLEEVE

- A. Transformer ground sleeves shall be provided for each transformer and shall be selected specifically for the transformer installed to properly support the transformer. Transformer bases shall not extend past the outside of the ground sleeves. Provide molded supports on the top and on the sides to support transformers the weight of the transformers. Provide a window beneath the high and low voltage compartments for cable entry.
- B. Single phase transformer ground sleeves shall be nominal 32 inches high.
- C. The ground sleeve shall be manufactured of SMC (Sheet Molding Compound), a thermosetting compound which is pre-mixed with pigments that are molded into the fiberglass and cannot peel. Ground sleeves shall be produced using fire-retardant resin and a combination of chopped glass spray-up and hand lay-up using 18 oz. woven roving glass reinforcement for great strength.
- D. Provide tie-down bracket to hold the transformer in place. All hardware shall be 316 stainless steel.
- E. Nordic Fiberglass, Inc., or approved equal.
- F. Munsell green gel-coat, 7GY3.29/1.5.

PART 3 – EXECUTION

3.1 TESTING AND LOSSES

- A. All units shall be tested for the following:
 - 1. No Load (Core) Losses.
 - 2. Total Losses at 85°C and rated current.
 - 3. Percent Impedance at 85°C and rated current.
 - 4. Excitation current (100% voltage) test.
 - 5. Ratio tests using all tap settings.
 - 6. Polarity and phase relation tests.
 - 7. Induced potential tests.
 - 8. Full wave and reduced wave impulse test.
- B. The manufacturer shall provide certification for all design and other tests listed in Table 17 of ANSI C57.12.00 including verification that the design has passed Short Circuit Criteria per ANSI C57.12.00 and C57.12.90.
- C. One PDF copy of the factory certified test report of each test, in IEEE 1388 format, shall be delivered to the Engineer prior to shipment of the transformers.

3.2 SHIPPING

- A. The transformers shall be packaged to protect from damage during shipment, handling, and storage.

- B. The transformers shall be shipped complete and fully assembled. Each transformer shall be fastened to a pallet to allow loading and unloading with a forklift.
- C. Exterior of shipping unit shall carry identification of contents.

END OF SPECIFICATION

SECTION 33 75 43
SHUNT REACTOR

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This specification covers electrical characteristics and mechanical safety for pad-mounted, dry-type, air-core, shunt inductive reactors.
- B. The reactors shall be designed for installation on an underground electrical distribution system to correct the power factor of the system. Reactors shall be connected in an ungrounded wye configuration.
- C. All cable entry into the reactor shall be from the bottom.
- D. The reactor shall be dry type as specified herein.

1.2 RELATED REQUIREMENTS

- A. Division 1 Specifications.
- B. Division 33 Specifications.

1.3 RATINGS

- A. General:
 - 1. System Voltage Class: 600 Volts.
 - 2. Reactor Voltage Rating: 480/277 volts.
 - 3. Grounding: Ungrounded.
 - 4. System Short Circuit Availability: 10,000 amperes symmetrical.
 - 5. Frequency: 60 Hz.
 - 6. BIL Rating: 10 kV.
 - 7. Phase: Three.
 - 8. Reactor Connection: Wye, ungrounded.
 - 9. kVAR Rating: 30.
 - 10. Inductance (mH): As Required to meet the inductive kVAR rating.
 - 11. Temperature Rating: 115° C above a 40° C ambient.
 - 12. Cooling: Self-Cooled, non-ventilated (ANV).
 - 13. Duty Cycle: Continuous.
 - 14. Seismic Zone: 4.
 - 15. Maximum Sound Level: 50 dBA
 - 16. Guaranteed Maximum Losses (Three-Phase): 1000 watts.

Losses shall be guaranteed, averaging per ANSI standard and shall be expressed in watts.

1.4 SUBMITTALS

- A. Submit complete electrical data, dimensioned mechanical and layout drawings, and wiring and connection diagrams. Drawings shall indicate the kVAR rating, inductance, voltage, and connection diagram.
- B. Submit nameplate diagrams.
- C. Construction shall not commence until drawings have been approved by the Authority.
- D. Provide certified test reports upon shipment of the reactors. Test reports shall indicate the losses of each reactor, by serial number.

1.5 WARRANTY

The failure of any shunt reactor due to defective design, material and/or workmanship within 12 months after being energized or eighteen months after delivery, whichever comes first, shall be repaired or replaced without cost. Any defect in design, material and/or construction discovered within this period shall be corrected at the manufacturer's expense, either by repair or replacement

1.6 QUALITY ASSURANCE

- A. Each shunt reactor shall meet all ANSI and NEMA requirements of manufacture, performance, and tests for dry-type reactors.
- B. All characteristics, voltage designations and tests for the shunt reactors shall be in accordance with the latest editions of ANSI Standards C57.110 and NEMA ST-20.
- C. All shunt reactors shall be UL listed.
- D. The manufacture shall maintain an ISO 9001 quality management system.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Shunt Reactors shall be furnished from one of the following manufacturers:
 - 1. Rex Power Magnetics.
 - 2. Approved equal

2.2 CORE AND COIL CONSTRUCTION

- A. The coil shall be of the continuous wound construction. The reactor coils shall be dipped in varnish and baked.
- B. The coils shall be wound with copper conductors.
- C. The core shall be constructed of high grade, grain oriented, non-aging silicon steel with high magnetic permeability and low hysteresis and eddy current losses. Magnetic flux densities shall be kept well below the saturation point. The laminations shall be designed to provide proper pressure throughout the length of the core.

- D. Provision shall be made to completely isolate the core and coil from the enclosure. There shall be no metal-to-metal contact. Vibration isolation pads shall be installed between the core and coil and the enclosure base.
- E. The core shall be visibly grounded to the ground bus or ground pad by means of a flexible grounding conductor sized in accordance with applicable NEC standards.
- F. Provide air gaps in the three phases.

2.3 INSULATORS

Insulators shall be suitable for the installation and mechanical forces it will be subjected to.

2.4 NAMEPLATES & LABELS

- A. Diagrammatic nameplate that conforms to the latest edition of ANSI C57.12.10. The nameplate shall be engraved stainless steel. Affix to the enclosure with rivets.
- B. Safety labels shall be provided with each shunt reactor. Two warning labels on the outside front and back of each unit above the door and a danger label inside the unit. Safety labels shall meet the latest edition of NEMA Standard No. 260. Labels shall be made of weather resistant material per the latest edition of NEMA Standard 9.15 and UL 969.
- C. In addition to warning labels, provide a label indicating the kVAR rating on the front of each shunt reactor. Rating shall be stenciled on the enclosure with minimum 2-1/2" letters.

2.5 ENCLOSURE

- A. Each reactor shall be installed in an individual enclosure in accordance with the following.
 - 1. Shunt reactor enclosure shall be NEMA 4, non-ventilated.
 - 2. The enclosure shall be constructed of 316 stainless steel.
 - 3. Provide a removable panel on the base of the enclosure for cable entry.
 - 4. Access to the termination section shall be through a removable panel.
 - 5. All hardware, handles, and hinges shall be 316 stainless steel.
 - 6. The termination section shall contain spade type terminals with standard NEMA 2-hole pattern and suitable for 1/2" bolts.
 - 7. The enclosure base shall be constructed of structural steel members to permit rolling or skidding in any direction. The base shall also be provided with lifting devices and jacking pads designed to be flush with the enclosure.
 - 8. All parts of the enclosure not provided with padlocking provisions shall be secured with either tamper-resistant hardware or carriage bolts with nuts inside the enclosure to prevent removal by unauthorized personnel.

2.6 PAINTING

- A. Provide a premium painting system throughout the painting process from initial cleaning to final assembly to assure a superior paint finish. Provide a five stage pretreatment process that will clean, treat and seal the material to be coated, ensuring a quality, corrosion resistant finish. The process shall first thoroughly clean the steel and then treat it with an Iron Phosphate conversion coating that serves as a rust inhibitor and bonding agent for the Powder Coating.
- B. The final product shall have a cured film thickness of approximately 2.5 to 3.0 mils and shall be volatile organic compound (VOC) free.
- C. No metal parts shall be assembled prior to painting.
- D. Color shall be Munsell Green 7GY 3.29/1.5.
- E. The painting system shall meet the following tests:
 - 1. Adhesion (ASTM D-3359, Method B).
 - 2. Impact Resistance (Modified ASTM D-2794).
 - 3. Flexibility, Mandrel (Modified ASTM D-522).
 - 4. Abrasion Resistance (Modified ASTM D-4060).
 - 5. Corrosion and Chemical Performance Properties.

PART 3 - EXECUTION

3.1 TESTING

- A. Reactors shall be manufactured and tested in accordance with ANSI/IEEE standards C57.12.01, C57.12.91, C57.12.50, and C57.12.51, and shall include, as a minimum, the following tests:
 - 1. Measured Losses.
 - 2. Applied Potential.
- B. One PDF copy of the factory certified test report of each test shall be delivered to the Authority not later than 10 days after completion of all factory tests.

3.2 SHIPPING

- A. The reactors shall be packaged to protect from damage during shipment, handling, and storage.
- B. The reactors shall be shipped complete and fully assembled. Each reactor shall be installed on a pallet to allow loading and unloading with a forklift.
- C. Exterior of shipping unit shall carry identification of contents.

END OF SECTION