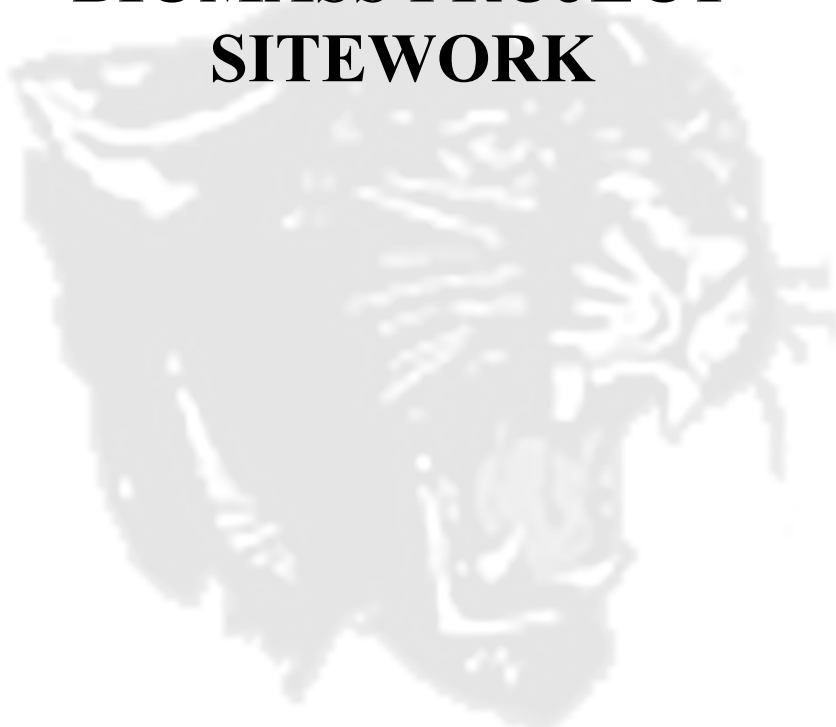


Craig City School District

CRAIG HIGH SCHOOL BIOMASS PROJECT SITEWORK



PROJECT MANUAL

December 28, 2023

Prepared for:

Craig City School District
PO Box 800/100 School Rd
Craig, Alaska 99921

Prepared By:

R&M Engineering-Ketchikan, Inc.
7180 Revilla Road, Suite 300
Ketchikan, Alaska 99901



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INVITATION FOR BID

CRAIG HIGH SCHOOL BIOMASS BOILER PROJECT SITE WORK

NOTICE IS HEREBY GIVEN THAT the Craig City School District (CCSD), is soliciting sealed bids for the following project: **CRAIG HIGH SCHOOL – NEW SHOP BUILDING SITE WORK**. This project includes clearing and grubbing, removal of unsuitable material and rock work for a future pre-manufactured metal building.

To receive the Invitation for Bid (IFB), please contact: 907-826-3274 office of CCSD Superintendent Chris Reitan. Requests for the IFB documents may be emailed to creitan@craigschools.com. The IFB documents will also be posted on the School District's website and The Plans Room. Even though the IFB documents are provided online, each firm must register with the School District by sending an email to: creitan@craigschools.com. **Bids from unregistered bidders will not be accepted.** The required email must include the firm name, address, telephone number, and fax number. No faxed or oral bids will be allowed.

Bid Submission Deadline: To be considered, sealed bids **must be received in the Office of the CCSD Superintendent at PO Box 800/100 School Road Craig, AK 99921 by 2:00 P.M. local time, on January 18th, 2024.**

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID FORMS.

The Craig City School District, hereinafter referred to as the **OWNER**, invites bids on the form enclosed as part of the bidding and contract documents to be submitted at such time and place as is stated in the Invitation for Bid.

All bids must be submitted in a sealed envelope or box clearly marked on the outside with the project name, and must be delivered to the address outlined, and in the required format, on or before the deadline outlined in the IFB. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **Any bids received after the deadline for receipt of bids will be disqualified and returned to the Bidder unopened. Bids submitted by fax will not be accepted.**

To be considered, bidders must complete, sign, and include the Bid Documentation Forms provided in the IFB with submitted bids.

SIGNATURES.

All proposals shall give the price proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed and dated by the Bidder or his authorized representative. Specifically:

- A. If the proposal is made by an individual, his name, signature and mailing address must be shown.
- B. A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. Evidence of authority to sign may be in the form of a copy of the partnership agreement or other reliable evidence.
- C. A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. Such evidence may be in the form of a copy of the corporate bylaws, articles of incorporation, resolution of the board, corporate certificate, or other reliable evidence.
- D. A bid by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer. A certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

PRE-BID CONFERENCE

A pre-bid conference for discussions of the Project, the bidding requirements and other important matters will be held **onsite** on **January 9th at 1:00 pm**. The pre-bid conference IS NOT MANDATORY.

PROJECT SITE VISIT

It is strongly encouraged that prospective Bidders visit the site to view existing conditions. A project site visit is **not** mandatory. To set up a date and time to visit the project site, contact:

Daniel Nelson
Maintenance Director
Craig City School District
360.471.7681
dnelson@craigschools.com

INQUIRY DEADLINE

Questions, objections, or protests relating to defects, errors, omissions regarding the project or this IFB should be submitted in writing no later than seven (7) days prior to the time announced for opening the proposals for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum issued by the Project Manager, which shall thereupon become part of the Contract Documents and a copy of such Addendum will be sent by email to each person receiving a set of Contract Documents; however, responsibility shall rest solely with each of the intending Bidders to determine that he has, by time of bidding, received all Addenda. The OWNER will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation of provisions in the Contract Documents will be made to the Bidder. Bidders must satisfy themselves of the accuracy of any of the estimated quantities by examination of the site and a review of the Contract Documents, including Addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work, site or other conditions, or of the nature of the work to be done.

Address questions to:
R&M Engineering-Ketchikan
Trevor Sande
Civil Engineer
Telephone: 907.225.7917 Ext. 103
Email: trevorsande@rmketchikan.com

DELIVERY INSTRUCTIONS

Bids must be received by the deadline specified in this IFB.

Be aware that Craig is considered a remote location and, as such, mail and special deliveries by couriers to Craig are commonly delayed beyond the advertised guaranteed arrival of carriers and couriers.

Bids must be delivered to:
Craig City School District (CCSD)
Superintendent
Att: Chris Reitan
Po Box 800/100 School Rd
Craig, AK 99921

INSURANCE AND LEGAL REQUIREMENTS

INSURANCE REQUIREMENTS.

Before execution of a contract, and during the entire period of the project, the contractor shall provide the types of insurance listed below. All policies shall have a mandatory 30-day cancellation clause. The Craig City School District shall be named as additional insured on all insurance policies except professional liability policies. Insurance certificates will be required to be submitted for review by the Craig City School District's Risk Manager before the Craig City School District will issue a notice to proceed. The following insurances are required:

Workers' compensation as required by law and employer's liability coverage at a minimum of \$1,000,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the Craig City School District.

Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.

Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

Builder's all risk (course of construction) in the amount of 100% of the total contract amount, including change orders, as well as materials in place and/or stored at the site, whether or not partial payment has been made by the Craig City School District. Deductible to be no more than 10% of the total contract amount.

SURETY REQUIREMENTS

All projects \$25,000 and over are subject to surety requirements as outlined below.

BID BOND: Bidder shall submit with their bid or price bid component, a bid bond accompanied by Power of Attorney, or cashier's check payable to Craig City School District as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the required form of agreement, and give the bonds and other instruments as required. Bids or price bids between \$25,000 and \$100,000 require a surety of 10% of the total bid or price bid. Bids or price bids greater than \$100,000 require a surety of 5% of the bid or price bid. The successful Bidder's bid security will be retained until he has furnished a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond, if such bonds are not expressly waived by the special conditions, on the forms included in the Contract Documents with a qualified corporate Surety, and the required form of Agreement have been executed by the Bidder and the OWNER and required worker's compensation and other insurance certificates have been provided. The OWNER reserves the right to hold the bid security from the three (3) apparent lowest responsive Bidders until the Agreement is executed by the accepted Bidder and by the OWNER.

PERFORMANCE BOND: Performance Bonds are required on any and all contracts over \$100,000. All performance bonds will be in the amount of 100% of the contract.

PAYMENT BOND: Payment Bonds are required for all construction contracts involving the use of subcontractors, where the total amount of the contract is \$100,000 or more. Payment Bonds shall be in the amount of 100% of the contract amount.

BID, PAYMENT AND PERFORMANCE GUARANTEES: The Bidder whose bid is accepted shall execute the Contract and furnish the required satisfactory performance and payment bonds, and required worker's compensation and other required insurance certificates or policies of insurance and execute the required form of Agreement within ten (10) days after delivery of Notice of Award, or within such additional time as is allowed by the OWNER. The Contract shall be considered executed by the successful bidder when two copies of the Contract, signed by an authorized representative of the Contractor, the bond and required insurance are received by the Purchasing Officer. Failure, neglect or refusal by the Bidder to do so shall constitute a breach of agreement to enter into the Contract effected by the Bidder's proposal and the OWNER's Notice of Award and such Bidder shall be deemed to be a defaulting bidder. The damages to the Owner for such a breach of agreement will include monetary loss from, among other things, interference with the OWNER's program and normal operations. The amount of such damages is difficult or impossible to compute. The OWNER has estimated, and each Bidder, by submitting its Bid proposal, agrees that reasonable compensation for damages resulting from such breach of agreement shall be the amount of the Bid proposal guaranty and promises to pay that amount as liquidated damages for such breach, and the OWNER may retain all such bid security or recover the said amount from the Bidder and Surety.

LABOR AND WAGE RATES

The Contractor shall at all times pay not less than the minimum wage per hour for each classification of laborers, workers, or mechanics as set forth in the general prevailing wage rate schedule applicable at the time the work is performed published by the State of Alaska, as amended from time to time, and shall comply with all other provisions of Alaska Statutes AS 36.05.010 and AS 36.10. Each Bidder, by submitting a bid proposal, acknowledges and represents they have familiarized themselves with the prevailing wage rates and agree to pay and comply with said requirements relating to labor and wage rates.

LICENSES AND REGISTRATION

Before execution of a contract, the successful bidder must have a current State of Alaska business license. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws and the Bid Proposal of such Bidders may be rejected.

COMPLIANCE WITH LAWS

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Craig City School District harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

BIDDER CERTIFIES

The bidder certifies that any and all prices which may be charged under the terms of this bid request do not and will not violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold harmless the Craig City School District from liability for such violation now and throughout the term of the contract.

ADDENDA ACKNOWLEDGEMENTS

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

WRITTEN WORDS

In the case of a difference between written words and figures, the amount stated in written words shall govern. In the case of a difference between a unit price and the extended price, the unit price shall govern.

MODIFICATIONS.

Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in the OWNER's rejection of the bid as not being responsive to the Notice to Contractors Inviting Bids. No oral or telephone modification of any bid submitted will be considered. Any Bidder may modify his bid by submitting a written modification signed by the Bidder or by a signed facsimile communication at Fax No. (907) 826 - 3309 at any time prior to the scheduled bid closing time for receipt of bids, provided such communication is received by the OWNER prior to the bid closing time, and, provided further, the OWNER is satisfied that a written confirmation or facsimile modification over the signature of the Bidder was mailed or shipped via overnight service to the Craig City School District prior to the bid closing time. The modification should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within three (3) days from the closing time, no consideration will be given to the modification.

ERASURES.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the corrections the surname of the person or persons signing the bid.

EXAMINATION OF THE SITE, DRAWINGS, ETC.

Each Bidder shall visit the site of the proposed work and fully investigate and acquaint himself with the conditions relating to the work and labor, including taking of soils or other tests, so that he may fully understand the facilities, difficulties, soils and other conditions and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any forms, instrument or addendum or other document or to visit the site, take and make soils or other tests, and fully acquaint himself with conditions there existing shall in no way relieve the Bidder from obligations with respect to his bid or to full performance of the Contract and for

the price bid. The submission of a bid shall be taken as conclusive evidence of compliance with this section.

BID PRICE.

The bid price shall include everything necessary for the fulfillment of the Contract including, but not limited to, furnishing all materials and equipment, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

QUALIFICATION OF BIDDERS.

Each Bidder shall be duly licensed, qualified, skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth his licensing, qualification, experience and the experience, knowledge and ability of the personnel available for employment in responsible charge of the work shall be submitted by low Bidder when requested by the OWNER.

It is the intention of the OWNER to award a contract to the lowest responsive responsible Bidder who furnishes satisfactory evidence that he has the requisite licenses, qualifications, experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and properly, and to complete the work within the time specified in the Contract.

To determine the degree of responsibility to be credited to the Bidder, the OWNER will weigh any evidence that the Bidder, or personnel available for employment in responsible charge of the work, have satisfactorily performed other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress and other factors, including:

- a) The ability, capacity and skill of the Bidder to perform the Contract.
- b) Whether the Bidder can perform the Contract within the time specified, and without delay
- c) The character, integrity, reputation, judgement, experience and efficiency of the Bidder.
- d) The quality of the Bidder's performance on previous contracts.
- e) The previous and existing compliance by the Bidder with laws and ordinances relating to this and other contracts.
- f) The sufficiency of the financial resources and the ability of the Bidder to perform the Contract.

POSTPONEMENT OF OPENING

The OWNER reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.

BID CANCELLATION

The Craig City School District reserves the right to cancel the procurement, IFB, or award without liability to the Bidder, except the return of the bid security, at any time before the Agreement has been fully signed by all parties, including the Craig City School District.

DISQUALIFICATION OF BIDDER

If there is reason to believe that collusion exists among the Bidders, none of the bids of the participants in such collusion will be considered.

REJECTION OF BIDS

The OWNER reserves the right to reject any bid which is nonresponsive, incomplete, obscure or irregular; any bid which omits any one or more items on which the bids are required; any bid in which unit prices are unbalanced in the opinion of the OWNER; any bid accompanied by insufficient or irregular bid security; and any bid from Bidders who have previously failed to perform properly or to complete on time contracts of any nature.

RETURN OF BID BOND

Within ten (10) days after the bids are opened, the OWNER will return the bid security accompanying the proposals which are not to be considered in making the award. All other bid security will be held until the Agreement has been fully executed and the performance and payment bonds and insurance certificates, all on the forms provided and required, have been submitted in proper form to the OWNER, after which they will be returned to the respective Bidders whose proposals they accompany. The bonds or other bid security of the three (3) apparent lowest responsive Bidders may be retained by the OWNER until execution of the Agreement and delivery of the required bonds and insurance certificates by the Bidder whose Bid Proposal is accepted.

AGREEMENT AND BONDS

The form of Agreement which the successful Bidder, as Contractor, shall be required to execute, and the form and amounts of surety bonds which he shall be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The Agreement shall be executed in three (3) original counterparts.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices or materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

AWARD OF CONTRACT

The OWNER reserves the right to reject any or all bids, waive any informalities or irregularity in the bidding and/or not make an award. The award of the Contract, if made by the OWNER, will be made to the qualified and responsible Bidder submitting the lowest responsive bid, but the OWNER shall determine in its own discretion whether a Bidder is responsible and qualified to perform the Contract, and what bid is the lowest or in the best interest of the OWNER, including the OWNER's right to consider the proposed form of manufacturer's warranty to be given by the manufacturer to be used by a Bidder, if such warranty is called for in the Contract Documents, or

any other matters to be submitted pursuant to the Contract Documents, in making its determinations, and determine whether it is to the best interest of the OWNER to accept the bid.

Alternate bids are intended to provide the Owner a range of comparative costs which will allow identification of the combination most responsive to the Owner's needs and available funds. The Bidder must submit bid prices for all alternate bids. Except as otherwise herein stated an apparent low Bidder will be identified and award of the contract will be made on the basis of the base bid plus those alternate bids that the Owner in its sole discretion elects to accept. The order of the alternates listed shall not be construed as binding and/or an indication of the order in which the Owner may select alternatives if any.

NON-COLLUSION AFFIDAVITS

Upon a specific request of the OWNER, the Bidder, before the award of a Contract, shall submit non-collusion affidavits to the OWNER covering the Bidder and all subcontractors.

DEFAULTING BIDDER

If any Bidder whose Bid proposal is accepted fails, neglects or refuses to furnish the required performance and payment bonds, or the required worker's compensation and other insurance certificates or policies, or to execute the Agreement as herein provided, such Bidder shall not be the lowest responsive Bidder. The OWNER may then select the lowest responsive Bidder and deliver a notice of acceptance of Bid proposal to such lowest responsive Bidder.

ERRORS AND OMISSIONS

No consideration will be given by the OWNER to claim of error in a bid unless such claim is made to the OWNER within twenty-four (24) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the OWNER within forty-eight (48) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids. Relief may be granted only at the OWNER's discretion and in such event only for clerical errors.

SIGNING

Each document signed by an attorney-in-fact shall be accompanied with a copy of the power of attorney authorizing the attorney-in-fact. No agreement shall be binding upon the OWNER until the same has been completely signed by the Contractor and also signed on behalf of the OWNER. Failure to sign and return the required form of Agreement and acceptable bonds and/or insurance certificates or policies as provided herein and the Contract Documents within the time limit above specified may be just and sufficient cause for the cancellation of the award and the forfeiture of the bid security.

WITHDRAWAL OF BIDS.

Bids may be withdrawn only by written or facsimile notice to 907.826.3309 provided such notice is received prior to the date and time set for the receipt of bids, and, provided further, a written confirmation of the withdrawal is mailed or shipped via overnight service to the Craig City School District prior to the bid closing time. No Bidder may withdraw his bid after the time announced for the opening, or before both the award and execution of the agreement, unless the award is delayed for a period in excess of sixty (60) days.

BID PROTESTS.

An aggrieved bidder may file a bid protest within ten (10) calendar days after Notice of Intent to Award the contract is mailed.

PROJECT OVERVIEW

PROJECT:

Craig High School Biomass Project

PROJECT SITE:

1 Panther Way, Craig, AK 99921

PROJECT SCHEDULE:

Craig High School Biomass Project will advertise for bid in the Ketchikan Daily News the weekends of December 30th and January 6th.

Note: the project schedule may be modified after the closing date.

- IFB issued: December 30th, 2023
- Pre-Bid Conference January 9th, 2024
- Deadline for questions, objections, or protests relating to defects, error, omissions regarding the project or this IFB January 11th, 2024
- IFB closing date: January 18th, 2024
- Notice of Intent to Award: January 18th 2024
- Deadline for Appeal of Proposed Award (10 days): January 28th, 2024
- Approval of Contract Award by School February, 2024

SCOPE OF WORK

Site work consists of clearing and grubbing, regrading and widening an existing walking path for a new gravel access road along with the installation of a new rock retaining wall and some storm drain improvements.

Bids are to include all work described in the Craig High School Biomass Project Manual dated December 28th, 2023 and the Craig High School Biomass Project Manual drawing bid set dated December 28th, 2023.

BID CHECKLIST

This Bid Checklist is a summary of the forms and materials required as part of your firm’s bid. Bidders are urged to thoroughly read the entire bid. It may be helpful to use this checklist to help ensure compliance with submission requirements.

PROCEDURAL QUALIFICATIONS

- [] Bidders must be registered (company name, address, telephone number, and fax number) with the Craig City School District as indicated in this solicitation.
- [] Bids must be received in the Office of the Superintendent no later than the date and time indicated in the solicitation.

FORM AND CONTENT OF BIDS

- [] Bids must be in a sealed envelope or box clearly marked with the name of the project on the outside of the envelope or box in order to be considered responsive.
- [] Bidders must list and acknowledge receipt of any Addenda issued on the Bid Documentation form by signing in the space provided.
- [] Bidders must fill out the Subcontractors List included in the Bid Documentation indicating the name(s) of any anticipated subcontractors for the proposed project. Use multiple pages if necessary. For portions of the work where a subcontractor will be selected by competitive bids at a later date, enter the type of Work to be subcontracted followed by “To be Determined”. For example: “Mechanical – To Be Determined”. If the use of subcontractors is not anticipated, N/A or NONE is to be written on the form.
- [] The Bid Documentation Forms must be signed by an individual authorized to bind the bidder. All bidders, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization.
- [] Bidders must attend the pre-bid conference.

Completion of this checklist does not guarantee that a bid will be considered to be responsive. The checklist is provided strictly as a courtesy to bidders.

BID PROPOSAL

TO: Craig City School District:

Pursuant to and in compliance with your Notice to Contractors Inviting Bids, Information For Bidders, Agreement and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiarized with all the terms of all the Contract Documents and with the project site and local conditions and costs affecting the performance as called for in the Contract Documents, hereby proposes and agrees to perform, within the time and in the manner stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the work, labor, materials, tools, supplies, and all transportation and other services necessary to perform the Contract in a skillful and timely manner, all in strict conformity with the Contract Documents, including addenda(s) for the following project:

CRAIG HIGH SCHOOL BIOMASS PROJECT SITE WORK

Award of Contract. The Craig City School District shall have the right to reject this bid proposal and such bid proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its closing.

Execution of Contract and Performance Security. It is understood and agreed that if written notice of the acceptance of this proposal and award of the Contract is mailed, telefaxed or delivered to the undersigned Bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn in writing, the undersigned Bidder will execute and deliver the Agreement in the form set forth in the Contract Documents to the Craig City School District in accordance with the proposal as accepted, and will also furnish and deliver to the Craig City School District the performance and payment bonds on the forms provided in the Contract Documents, the Certificate of Insurance and policies of insurance and any other documents or bonds called for in the Contract Documents, all within ten (10) days after notice of acceptance and award of the Contract is given.

Notice of acceptance and award of the Contract or requests or additional information may be addressed to the undersigned Bidder at the business address set forth at the end of this bid.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Receipt of Addenda. Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

ADDENDUM NO _____	DATE OF RECEIPT OF ADDENDUM _____	SIGNED <u>ACKNOWLEDGMENT</u>
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

(Note: Failure to acknowledge receipt of any addenda may be considered an irregularity in the proposal and grounds for rejection of the bid.)

BIDDER:

By: _____

Title: _____

Alaska Contractor License No. _____

Company/Firm Name: _____

Telephone: _____

Fax No: _____

Mobile No: _____

Business Address: _____

Email: _____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership, and if Bidder is an individual, the appropriate signature shall be placed above.

Signature of Individual Authorized to Bind the Bidder

Printed Name and Title of Individual Authorized to Bind the Bidder

Date

SUBCONTRACTOR LIST

SUBCONTRACTORS: The bidder may not subcontract greater than fifty percent of this project without prior written approval of the Craig City School District. List all subcontractors who will be providing greater than 5 percent of the project work and an approximate percentage of their individual participation by discipline. Use additional copies of this form as needed.

SUBCONTRACTORS:

Company/Firm Name: _____

Estimated percentage of subcontractor's participation by discipline: _____

Telephone: _____

Fax No.: _____

Business Address: _____

Company/Firm Name: _____

Estimated percentage of subcontractor's participation by discipline: _____

Telephone: _____

Fax No.: _____

Business Address: _____

Company/Firm Name: _____

Estimated percentage of subcontractor's participation by discipline: _____

Telephone: _____

Fax No.: _____

Business Address: _____

CORPORATE CERTIFICATE

(if applicable)

1. _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing instrument; that _____, who signed this bid on behalf of the corporation, was then _____ of said Corporation; that the bid was duly signed for and on behalf of said Corporation by authority of its governing body or other authority and is within the scope of its corporate powers.

Signature

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

PARTNERSHIP ACKNOWLEDGMENT

(if applicable)

STATE OF _____)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposed therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

LIMITED LIABILITY COMPANY (LLC) ACKNOWLEDGMENT

(if applicable)

STATE OF _____)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposed therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

(if applicable)

STATE OF _____)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposed therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____ (Bidder) as **PRINCIPAL**, and _____

_____ (Bonding Company) as **SURETY**, a corporation incorporated in the State of _____ and authorized to do business in the State of Alaska, are held and firmly bound unto the Craig City School District, a municipal corporation, hereinafter called the **OWNER**, as Obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS the **PRINCIPAL** has, by written proposal, submitted a bid to the said **OWNER** on that certain contract for the performance of the work, services, and materials for which bids are to be opened on _____, 2024, at _____ p.m. for:

CRAIG HIGH SCHOOL BIOMASS BIOLER PROJECT SITE WORK

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the aforesaid **PRINCIPAL** shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and, if awarded the Contract, shall within the period specified therefore, or such additional time as is allowed by the **OWNER**, or, if no period be specified, within ten (10) days after the prescribed forms are presented to said **PRINCIPAL** for signature, enter into a written contract with the **OWNER** in the prescribed form, in accordance with the bid as accepted, and delivers to the **OWNER** good and sufficient performance and payment bonds on the forms and as required to guarantee the faithful performance of the terms and conditions of the Contract, and the required certificates or policies of insurance, and other instruments as called for by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 2024.

PRINCIPAL

By: _____

Title: _____

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

(Address)

Corporate Seal

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT))

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said district and State personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of, _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

- NOTE:** (a) Signatures of those executing for Surety must be properly acknowledged.
 (b) The Attorney-in-Fact must attach a certified copy of the Power of Attorney.

INSTRUCTIONS

1. This form shall be used whenever a bid bond is required.
2. The surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. In lieu of furnishing a bid bond, the bidder may submit a certified check, cashier's check or money order payable to the **OWNER** in the amount of the bid bond required.
3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall

be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

8. Individual Surety will not be accepted as bid security.

AGREEMENT FOR
CRAIG HIGH SCHOOL BIOMASS PROJECT

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between the **Craig City School District**, PO Box 800/100 School Rd, Craig, Alaska 99921, hereinafter called "**OWNER**," and _____ licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**."

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Scope of Work. The **CONTRACTOR** shall perform and provide, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed including the providing of all work, labor, services, materials, utility, transportation and other acts necessary to perform the Contract in a workmanlike manner (hereinafter referred to as "Construction"), in connection with:

CRAIG HIGH SCHOOL BIOMASS PROJECT SITE WORK

and in strict conformity with the Contract Drawings and Engineering Specifications, including any and all Addenda issued by the **OWNER**, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract."

Section 2: Construction Time.

(a) The **CONTRACTOR** agrees to complete all work and construction called for and as defined in the Contract Documents, to the satisfaction of the **OWNER** within the time for completion as specified in these Contract Documents.

Section 3: Contract Amount. As and for full payment, and in consideration of the timely and proper performance of all construction and work called for by the Contract, as defined herein, and performance of all the terms and conditions thereof, the **OWNER** shall pay the **CONTRACTOR** in currency of the United States, as follows:

(a) If the Bid Proposal calls for single lump sum price(s), the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount of _____ Dollars(\$ _____) to be paid monthly upon **CONTRACTOR'S** progress; the total contract amount shall not exceed **\$XX**. Any increases beyond this amount must be approved through a written change order signed by the authorized representatives of both parties.

(b) If the Bid Proposal calls for unit prices, the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount computed from the unit prices set forth in the

CONTRACTOR'S Bid Proposal and the actual quantities of units furnished. It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should the quantities of any of the units of work and construction be increased, the **CONTRACTOR** shall perform the additional work at the unit prices set forth in the Bid Proposal, and should the quantities be decreased, payment will be made based on the actual quantities installed at the unit prices set forth in the Bid Proposal and the **CONTRACTOR** will make no claim for anticipated profits, or cost recovery for any increase or decrease in the quantities except as specifically provided in the General Conditions. Based upon the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the estimated Total Contract Amount is _____ (\$_____).

It is further agreed that the **CONTRACTOR** shall start all work and construction within ten (10) days after delivery of the **OWNER'S** Notice to Proceed, unless otherwise specified in such Notice to Proceed, and shall complete all work and construction in accordance with the construction schedule and time for completion as provided in the Contract Documents.

Section 4: Contract Documents. The Contract, and the component parts of this Contract, entered into by the acceptance of the **CONTRACTOR'S** Bid Proposal and the signing of this Agreement, consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

This Agreement with the following Exhibits:

- EXHIBIT A Invitation to Bid;
- EXHIBIT B Information for Bidders;
- EXHIBIT C Notice of Award;
- EXHIBIT D Bid Proposal as accepted;
- EXHIBIT E Contract Forms: Change Orders; Request for Payment; Release; Waiver, and Discharge of all Claims and Liens;
- EXHIBIT F Performance and Payment Bond (will be added after execution)
- EXHIBIT G Addendum No(s). _____;
- EXHIBIT H Notice to Proceed
- EXHIBIT I Certificate of Insurance (will be added after execution);
- EXHIBIT J State of Alaska, Department of Labor, Schedule of Laborer's and Mechanic's Minimum Rates of Pay, dated _____ as hereafter amended from time to time, and available at <http://labor.state.ak.us/1ss/forms/pamp600-040118.pdf> ;
- EXHIBIT K General Conditions;
- EXHIBIT L Special Conditions;
- EXHIBIT M Specifications bearing the title Craig High School Biomass Project consisting of _____ (____) pages.
- EXHIBIT N Contract Drawings, consisting of _____ (____) pages with each sheet bearing the title **Craig High School Biomass Project Site Work.**

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OWNER:

Craig City School District

Date: _____

By: _____
Chris Reitan
Superintendent

Attest:

By: _____
Name
Title

Certified Funds Available:

By: _____
Name
Business Manager
Account No. XXX-XX-XXX-XXXX

CONTRACTOR NAME:

Name of Contractor

Date: _____

By: _____
(Signature of authorized officer)

(Title of person signing)

SCHOOL DISTRICT ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the **Superintendent** and the **CCSD Clerk** of the **Craig City School District**, the entity which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as _____ in the foregoing instrument; that _____, who signed said instrument on behalf of said Corporation, was then President of said corporation; that said instrument was duly signed for in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Signature)

CORPORATE ACKNOWLEDGEMENT (if applicable)

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ (Name)

(Name)
known to be the President and Secretary of _____, a corporation formed under the laws of the State of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he(she)(they) were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he(she)(they) signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

INDIVIDUAL ACKNOWLEDGMENT (if applicable)

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared * to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT (if applicable)

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, a Notary Public, personally appeared _____ known to me to be (one of) the partner(s) of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DATED: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the School Board of the Craig City School District, Alaska, by motion passed _____, has awarded to _____, (hereinafter designated as the **PRINCIPAL**), a contract for the work described as follows:

CRAIG HIGH SCHOOL BIOMASS PROJECT SITE WORK

WHEREAS, under the terms of said contract, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the **Craig City School District** (hereinafter referred to as "**OWNER**") to secure the payment of the claims to which reference is made in Title 36, Chapter 25, commencing at Section 36.25.010, Statutes of the State of Alaska.

NOW THEREFORE, we, the **PRINCIPAL** and _____, as **SURETY**, are held and firmly bound unto the **OWNER** and any and all persons, companies or corporations furnishing materials, provisions, provender, or other supplies, used in, upon, or about the performance of the work contracted to be executed or performed under the hereinabove mentioned contract, and all persons, companies, or corporations renting or hiring implements or machinery, for or contributing to said work to be done, and all persons performing work or labor done upon the same, and all persons supplying both work and labor as aforesaid, and as referred to in said Chapter 25, Title 36, Statutes of the State of Alaska, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said **PRINCIPAL**, hers/his/its subcontractors, heirs, executors, administrators, successors and assigns, shall pay any and all persons, companies or corporations furnishing materials, provisions, provender, or other supplies, used in, upon, or about the performance of the work contracted to be executed or performed under the hereinabove mentioned contract, and all persons, companies, or corporations renting or hiring implements or machinery, for or contributing to said work to be done, and all persons performing work or labor done upon the same, and all persons supplying both work and labor as aforesaid, and as referred to in said Chapter 25, Title 36, Statutes of the State of Alaska, and shall indemnify and save the **OWNER** harmless from all cost, expense, and damage by reason of **PRINCIPAL'S** default or failure to do so, and shall pay any local sales or use taxes, then this obligation shall be void; otherwise said bond shall remain in full force and effect and **SURETY** on this bond shall pay the same.

It is expressly agreed and understood that in addition to **OWNER**, this bond shall inure to the benefit of any and all of the persons named in Alaska Statutes, Title 36, Chapter 25, Sections 36.25.010, 36.25.020, and AS 23.20.265, et seq., so as to give a right of action to such persons or

their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the **SURETY** on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishings of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the **SURETY** and in favor of all persons for whose benefit such bond is given, and under no circumstances shall **SURETY** be released from liability to those for whose benefit such bond has been given by reason of any breach of contract between the **OWNER** and the **PRINCIPAL** or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described herein and/or in Alaska Statutes Title 36, Chapter 25, Section 36.25.010, 36.25.020, et seq., and has not been paid the full amount of his claim and that **SURETY** does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **OWNER** or other person entitled to bring suit thereon in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2024.

PRINCIPAL

By: _____

Title: _____

TWO WITNESSES:

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal:

SURETY

By: _____

Title: _____

ADDRESS

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2043, before me, _____, a
notary public in and for said district and State, personally appeared
_____ known to me to be the person whose name is
subscribed to the within instrument as the attorney-in-fact of the
_____, the corporation named as Surety in said
instrument, and acknowledged to me that he subscribed the name of said corporation thereto as
Surety, and his own name as attorney-in-fact.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

- NOTE:**
- (a) Signature of those executing for
Surety must be properly acknowledged.
 - (b) The Attorney-in-fact must attach
a certified copy of the Power of
Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the School Board of the Craig City School District, Alaska, by motion passed _____ has awarded to _____ hereinafter designated as the **PRINCIPAL**, a contract for:

CRAIG HIGH SCHOOL BIOMASS PROJECT SITE WORK

WHEREAS, said **PRINCIPAL** is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the **PRINCIPAL** and _____, as **SURETY**, are held and firmly bound unto Craig City School District hereinafter called the **OWNER**, in the penal sum of _____ Dollars (\$) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall deliver, provide and perform all work, services, and materials, and in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, including any warranty, or guarantee, and during the period thereof, as provided for therein, and in all respects according to their intent and meaning, and shall indemnify and save harmless the **OWNER**, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said **SURETY**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or contract documents, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and said **SURETY** does hereby waive notice of any such change, extension of time, alteration, modifications, or additions to the terms of the contract or contract documents, or to the work or to the specifications.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs, expenses and fees, including attorney's fees, incurred by **OWNER** in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the **PRINCIPAL** and **SURETY** above named, on the ____ day of _____, 2024.

TWO WITNESSES:

PRINCIPAL

By: _____

Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

ADDRESS

Corporate Seal

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 2024, before me, _____, a notary public in and for said district and State personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of, _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

GENERAL CONDITIONS

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GENERAL CONDITIONS

Section 1: DEFINITIONS.

(a) **ACT OF GOD** shall mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for a specific locality, but which might reasonably have been anticipated from historical records of the general locality, shall not be construed as an Act of God.

(b) **ADDENDA** shall mean written modifications of the Contract Documents which may be issued by the Owner to holders of Contract Documents prior to opening Proposals.

(c) **BIDDER** shall mean any person, partnership, firm or corporation that submits a Bid Proposal and Bid Bond, if required, to the Owner.

(d) **CHANGE ORDER** shall mean a written supplemental agreement executed by the Owner and the Contractor to modify the Contract at the time of or after its execution.

(e) **CONSTRUCTION** shall mean:

1. All management, superintendence, labor, materials, use of equipment and tools, transportation and other facilities or services necessary to complete the Contract.

2. If the Contract includes the furnishing of manufactured equipment, "Construction" shall also include all management, superintendence, labor, materials, equipment components, tools, inspection, testing transportation and other facilities and services necessary to design, manufacture, fabricate, assemble, deliver and install equipment and complete the Contract.

3. Without limiting the generality of the foregoing, "Construction" shall also include delivery to the location of the job site all management, superintendence, labor, materials, equipment, tools, transportation and other facilities and services necessary to complete the Contract.

(f) **CONTRACT** shall mean the whole understanding between the Owner and the Contractor covering the furnishing of the construction and payment therefor and described or encompassed in the Contract Documents, including any addenda or change orders.

(g) **CONTRACT DOCUMENTS** shall mean the documents enumerated in the agreement which form the Contract.

(h) **CONTRACT DRAWING** shall mean a diagrammatic or pictorial description of the construction to be furnished, or copies thereof, which is included as a part of the Contract Documents as modified by Addenda and Change Orders to the Contract. Contract Drawings shall include Proposal Drawings issued to Bidders to delineate the scope of the construction and Construction Drawings issued to the Contractor during construction to further describe the details of the Project design.

(i) **CONTRACTOR** shall mean the person, partnership or corporation whose Bid Proposal has been accepted by the Owner and who has furnished suitable Performance Bond and Payment Bond, Insurance Certificate or Insurance Policies, Lump Sum Bid Breakdown and executed the Agreement.

(j) **ENGINEER** shall mean the duly authorized employee of the Owner or an engineer, architect or other consultant contracted to the Owner and authorized to perform the engineering or contract administration functions contemplated herein.

(k) **ENGINEERING SPECIFICATIONS** shall mean written descriptions, including performance, of the construction to be furnished which are part of the Contract Documents.

(l) **ENGINEER'S INSTRUCTION** shall mean a written interpretation of the Contract issued by the Engineer for the guidance of the Contractor.

(m) **OR EQUAL** shall mean construction items or materials substantially equal to that specified in the Contract Documents. The Engineer shall be the sole judge of the quality and suitability of proposed substitutions.

(n) **OWNER** shall mean the CRAIG CITY SCHOOL DISTRICT whose address is PO BOX 800/100 School Rd., Craig, Alaska 99921.

(o) **PERFORMANCE AND PAYMENT BONDS** shall mean the form of Performance Bond and the form of Payment Bond included in the Contract Documents which shall be furnished by the Contractor and its Surety as assurance to the Owner that the Contractor will furnish, pay for, and warrant the construction and perform all the requirements of the Contract.

(p) **PROJECT** shall mean the improvements and/or facility to be completed in whole or in part through the performance of the Contract.

(q) **BID PROPOSAL** shall mean a Bidder's offer to the Owner to contract for and undertake furnishing the construction for one (1) or more Bid Schedules.

(r) **SHOP DRAWING** shall mean a diagrammatic, pictorial or written description of the details of proposed materials, equipment components, construction, adjustment or operation, except drawings containing proprietary information, prepared by the Contractor or a Subcontractor and submitted for the review of the Engineer to demonstrate that the construction when completed will meet the requirements of the Contract.

(s) **SUBCONTRACTOR** shall mean an independent person, partnership or corporation, other than an employee of the Contractor, supplying to and under agreement with the Contractor or any Subcontractor of the Contractor, any construction or equipment in connection with the Contract.

(t) **SUBSTANTIAL COMPLETION** shall mean that degree of completion of the

construction necessary for the Project to function and operate at its intended location and for its intended use. Written approval of administrative authorities having jurisdiction approving occupancy by Owner for intended use must be submitted by Contractor as a condition of any determination of Substantial Completion.

(u) **SURETY** shall mean a corporation executing a Bid Bond, Performance Bond, Payment Bond or other bond payable to the Owner.

(v) **UNITS OF CONSTRUCTION.**

1. "Basic Unit of Construction" shall mean an elementary part of the total construction which includes like materials and labor, is repetitive in nature, and is readily and economically measurable, i.e., "cu. yd. of concrete in place," "lin. ft. of pipe installed," or "lb. of reinforcing steel furnished."

2. "Integrated Unit of Construction" shall mean a part of the total construction which combines various quantities of unlike materials, equipment and labor into a separate piece of construction where the component materials, equipment and labor are not in themselves readily and economically measurable, i.e., "road bridge complete" includes excavation, concrete, bridge work, backfill, etc.

(w) **UNIT PRICE** shall mean the amount bid by the Contractor for furnishing one (1) unit of construction, the quantities being subject to adjustment within the limits specified in the Contract Documents.

(x) **WRITTEN NOTICE** shall mean a handwritten or typewritten communication delivered in person, or sent to the individual, or to a partner of the partnership, or to an officer of the corporation, which is the Contractor, at the address set forth in the Contractor's Bid Proposal or, if to the Owner, addressed to the CCSD Superintendent, PO Box 800/100 School Rd, Craig, Alaska 99921, or such other address as may be specified for such purpose in writing by the Contractor or Owner.

Section 2: REFERENCED SPECIFICATIONS AND ABBREVIATIONS.

(a) Any material specified by reference to number, symbol or title of a specific standard such as a code, commercial standard, Federal Specification, trade association standard, or other similar standard, shall comply with the requirements of the issue in effect on the date of the Notice to Contractors Inviting Bids unless a specific issue is indicated in the special conditions or Engineering Specifications.

(b) Those applicable provisions of and such specifications which are referred to as provided in (a) above, except as modified in the Engineering Specifications, shall have full force and effect as though included in the Engineering Specifications.

(c) The following is a general list of abbreviations which may appear on the Contract Drawings or in the Engineering Specifications.

AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AEIC	Associated Edison Illuminating Companies
AGC	Associated General Contractors of America
AFBMA	Anti-Friction Bearing Manufacturers' Association
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASE Code	American Standard Safety Code for Elevators, Dumbwaiters and Escalators
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CSI	Construction Specification Institute
DCDMA	Diamond Core Drill Manufacturers' Association
DEMA	Diesel Engine Manufacturers' Association
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJMA	Expansion Joint Manufacturers' Association
FHWA	Federal Highway Administration
Fed.Spec.	Federal Specifications
FSS	Federal Specifications and Standards General Services Administration
F.S. Std.Specs.	Forest Service Standard Specifications for Construction of Roads and Bridges, E,-7720-100, 1979, Forest Service U.S. Department of Agriculture, Washington, D.C. 20013
ICC	Interstate Commerce Commission
IEEE	Institute of Electrical and Electronics Engineers

IES	Illuminating Engineering Society
ICEA	Insulated Cable Engineers' Association
JIC	Joint Industrial Council
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
PCI	Prestressed Concrete Institute
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc.
SPR	Simplified Practice Recommendation
SSPC	Steel Structures Painting Council
TCA	Tile Council of America
TEMA	Tubular Exchanger Manufacturers' Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
USASI	United States of America Standards Institute
WCLA	West Coast Lumbermen's Association
WWPA	Western Wood Products Association

Section 3: SUBCONTRACTS.

(a) The Contractor shall perform with its own organization not less than one-third (1/3) of the total monetary amount of the Contract and shall not sublet to any one (1) Subcontractor more than one-half (1/2) of the total monetary amount of the Contract without the previous written consent of the Owner. After execution of the Contract and prior to the beginning of operations on a subcontract, the Contractor may, if approved by the Owner through execution of a Change Order, employ a different Subcontractor than was offered in the Contractor's Bid Proposal. In this event the Total Contract Amount shall be reduced by an amount equal to the reduction, if any, in the cost to the Contractor as a result of the change of Subcontractor. The Contractor shall furnish to the Owner the detailed bids of both Subcontractors before execution of the Change Order.

(b) The Contractor shall be fully responsible to the Owner for the acts, errors and omissions of Subcontractors and of persons either directly or indirectly employed by them. The Contractor shall include all applicable provisions of these Contract Documents in all subcontracts for construction to be performed under this Contract.

(c) Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. The Owner's consent to or approval of any Subcontractor under the Contract shall not relieve the Contractor of its obligations under the Contract and no such consent or approval shall be deemed to waive or modify any provisions of the Contract.

Section 4: PERFORMANCE AND PAYMENT BONDS.

(a) Within ten (10) days after the Contractor receives the Notice of Award, and prior to the execution of the Contract by the Owner, the Contractor shall furnish a Performance Bond and also a Labor and Materials Payment Bond, on the forms included in the Contract Documents, with a corporate Surety satisfactory to the Owner, which bonds shall insure the full and faithful performance of the Contract, including payment of all obligations arising thereunder, and each bond shall be in an amount equal to one hundred percent (100%) of the total contract amount unless otherwise provided in the Special Conditions.

(b) The Surety on such Performance Bond and Labor and Material Payment Bond shall be a duly licensed surety corporation authorized to do business in the State of Alaska and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

(c) Failure to timely provide the bonds on the required bond forms and as required herein shall be grounds for the Owner rescinding the award and awarding to another bidder or rejecting all bids. The Contractor in such event forfeits the Contractor's bid security.

Section 5: EMERGENCY CONSTRUCTION.

If, in the opinion of the Owner, and the Contractor is so advised, certain emergency construction must be done immediately to safeguard life or property or to protect completed construction, or the building or site where work is to be performed, the Contractor shall proceed at once with such emergency construction. The omission or failure of the Owner to form such an opinion or to advise the Contractor shall not excuse the Contractor from any obligation to safeguard life or property or to protect completed construction, or the buildings or site where work is to be performed. If such emergency construction is within the scope of the Contract, or is to protect completed construction, and is not caused by the negligence or acts or omissions of the Contractor, its employees, agents, representatives or subcontractors, the Contractor shall be paid as provided in the Contract. If such emergency construction is outside the scope of the Contract, the Contractor shall submit a written proposal within ten (10) days after commencement of the emergency construction and the construction shall be paid for as a change in construction; provided, however, the Owner shall have no obligation to compensate the Contractor for emergency construction required because of the Contractor's negligence or acts or omissions of the Contractor, its employees, agents, representatives, subcontractors, or other persons for whose acts the Contractor is liable or responsible. Failure to submit such a proposal within the specified time shall constitute waiver of any claim based upon such emergency construction.

Section 6: CONTRACTOR'S DEFAULT.

(a) If the Contractor becomes insolvent, is adjudged bankrupt or makes an assignment for the benefit of its creditors, or if a receiver, assignee or other liquidating officer is appointed for the Contractor, or if the Contractor fails to prosecute the work according to the Construction Schedule,

or otherwise, or persistently or repeatedly refuses or fails to supply satisfactory superintendence, satisfactory numbers of properly skilled workmen or satisfactory construction or fails to make payment to employees or Subcontractors or payment for materials or equipment when due, or violates any law, ordinance, rule or regulation of any governmental authority having jurisdiction, or otherwise is in violation of any provisions of the Contract, the Contractor shall be in default under the Contract, and if such default continues for a period of ten (10) days after written notice thereof is served by the Owner upon the Contractor, the Owner, without prejudice to any other right or remedy, including termination, may declare the Contractor to be in default under the Contract by written notice thereof served upon the Contractor and its Surety.

(b) In the event of such declaration of default, the Surety shall have the obligation immediately to remedy the default or to undertake performance of the Contractor's obligations under the Contract; provided, however, that if the Surety does not remedy the default or does not undertake such performance within fifteen (15) days from the date of service of such declaration of default, the Owner may, but shall not be required to take possession of the construction and of all the Contractor's equipment, tools and materials used in connection therewith and complete the construction by whatever method the Owner may deem expedient. In such event, the Contractor shall not be entitled to receive any further payment until the construction is completed. If the unpaid balance of the total contract amount exceeds the cost to the Owner of completing the Contract, including reasonable compensation for additional administrative, engineering and legal costs of the Owner, and any damages incurred by the Owner by reason of such default, such excess shall be paid to the Contractor. If the cost to the Owner of completing the Contract, including reasonable compensation for additional administrative, engineering and legal costs of the Owner, exceeds such unpaid balance, the Contractor shall immediately pay the excess to the Owner. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner, including termination for default.

Section 7: LIQUIDATED DAMAGES.

(a) For each and every calendar day that any portion of the work and construction is not completed after the Construction Time fixed for completion in the Contract Documents, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, such amount per calendar day as is specified in the Special Conditions.

(b) Because the difficulty in computing the actual damages which will result from failure to complete the construction on time, the said amount of liquidated damages is hereby estimated, agreed upon and determined in advance by the parties hereto as a reasonable evaluation of the actual damages which the Owner will suffer for each and every day during which the completion of the construction is delayed beyond the Construction Time herein fixed.

(c) Such monies due the Contractor, or to become due the Contractor at or after the Construction Time fixed in the Contract Documents, for all or any part of the construction, as may be necessary to pay said liquidated damages, may be retained by the Owner, and if such amounts are not sufficient to pay such liquidated damages, the Contractor shall immediately pay the deficiency to the Owner. Such deductions or amounts retained by the Owner shall not in any degree release the Contractor from further obligation and liability with respect to fulfilling the entire Contract.

(d) Nothing herein shall be construed to preclude claims by the Owner for damages caused by Contractor errors, omissions, or negligence unrelated to time delay in completing the construction on time.

Section 8: CONTRACTOR'S CLAIMS PRIOR TO SUBSTANTIAL COMPLETION.

(a) Written notice of any condition or event for which a claim is subsequently to be made by the Contractor shall be made to the Owner in writing within two (2) days after the first observance of such condition or event. A written claim for damages or additional compensation setting forth in full detail the labor, material and other costs and the total amount of the claim and the reasons therefor, shall be given to the Owner by the Contractor, with a copy to the Engineer, within fifteen (15) days after the first notice of such condition or event and if such condition or event continues, a similar written claim shall be presented every thirty (30) days thereafter. The Contractor expressly agrees that failure to give such notice of such condition or event and to present such detailed claims within the times specified shall constitute a binding waiver of any claim based upon such condition or event. Knowledge of the condition or event on the part of the Owner shall not affect the requirements for such written notice and written claims within the specified times.

(b) The Contractor shall not cause a delay of construction during any dispute. If the Owner orders a modification of the Contract by issuing a Change Order which becomes a subject of dispute or if any interpretation of the Contract Documents, or Engineer's Instructions, becomes a subject of dispute, the Contractor, upon written notice from the Owner, shall proceed with the construction as modified by the disputed Change Order during the period required to resolve the dispute.

(c) Claims for additional payment for delay in the construction caused by any act or omission of the Owner shall be limited to damages, if any, sustained during the time reasonably required for the Contractor to discharge its employees and to move equipment to another construction project location which, in the opinion of the Engineer, is suitable for operations by such equipment. In no event shall such time exceed two (2) weeks for each such occurrence.

Section 9: CONTRACTOR'S CLAIMS AFTER TERMINATION, SUBSTANTIAL COMPLETION OR DECLARATION OF CONTRACTOR'S DEFAULT.

(a) When in the opinion of the Engineer the Contract is substantially completed, the Owner will send to the Contractor, by registered or certified United States mail, a written Opinion of Substantial Completion. Within thirty (30) days after delivery of such Opinion of Substantial Completion, and also in the event of a declared default of the Contractor or termination of the Contract before substantial completion, the Contractor shall give the Owner written notice of any claim it intends to make against the Owner arising out of or in relation to the Contract; provided, that written notice of a claim based upon an event which occurs after receipt by the Contractor of the Opinion of Substantial Completion may be so given within thirty (30) days after the occurrence of the event upon which the claim is based but in no event later than thirty (30) days after Owner has given Notice of Acceptance of the Construction. The notice of claim shall state the amount

claimed and shall specify in detail the nature, grounds and manner of computation of the amount of the claim. The fact that the Contractor has given any notice or presented any claim required by any other provision of the Contract shall not relieve it from giving the notice required by this section of the Contract nor shall giving the notice required by this section relieve the Contractor from the effect of failure to give any notice or present any claim as required by any other paragraph or section of the Contract.

(b) Within sixty (60) days after receipt of such notice of claim, the Owner will give the Contractor written notice that the claim is allowed or rejected or allowed in part and rejected in part. Any claim or part thereof so allowed shall constitute an acknowledged obligation of the Owner under the Contract payable in due course. Failure to give such written notice of allowance or rejection within sixty (60) days after the Owner receives the notice of claim shall constitute rejection thereof in full. The Contractor shall not start suit on any claim until the Owner has rejected the claim in whole or in part or has been accorded sixty (60) days in which to allow or reject the claim as above provided.

(c) The parties hereto expressly agree that the Contractor shall have thirty (30) days after receipt of written notice that the claim has been rejected in whole or in part, or ninety (90) days after the notice of claim is received by the Owner in case no notice of rejection is given, to bring suit against the Owner in the appropriate court sitting in the City of Ketchikan, First Judicial District, State of Alaska, and that otherwise, the claim, except the portion thereof allowed by the Owner, shall be forever barred. No suit shall be brought against the Owner on any claim arising out of or in connection with the Contract unless the requirements of this section applicable to the Contractor have been strictly complied with.

Section 10: ASSIGNMENT OF CONTRACT.

The Contractor shall not assign, transfer, convey, pledge, hypothecate, or otherwise dispose of or encumber this Contract, or any rights thereunder, without the prior written consent of the Owner. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, or other disposition shall be null and void and of no force or effect. No assignment of the Contract or funds due under the Contract by the Contractor with the consent of the Owner shall be valid unless it contains a provision that the funds to be paid to the assignee under the assignment are subject to all the Contractor's obligations under the Contract.

Section 11: WAIVER OR MODIFICATION.

The failure of either party to the Contract to insist upon strict performance of any of the terms or provisions of the Contract Documents shall not constitute a waiver or relinquishment of any such terms or provisions, but the same shall be and remain in full force and effect. The making of any payment by the Owner to the Contractor, with or without knowledge of any default or breach of the Contract, shall not be deemed to be a waiver as to any default or breach of any term or provision of the Contract Documents. No waiver or modification of any term or provision of the Contract Documents shall be claimed by the Contractor unless the same be made by Change Order, and no such waiver or modification shall constitute a waiver or modification of any other term or provision.

Section 12: SEVERABILITY AND HEADINGS.

(a) If any part of the Contract Documents, including, but not limited to, any provision, paragraph, clause, phrase or words, is found to be in conflict with applicable law, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder shall be given full force and effect.

(b) The descriptive headings of the various parts, sections, paragraphs, and other portions of the Contract Documents have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of the Contract Documents.

Section 13: INTENT OF CONTRACT DOCUMENTS.

(a) Except as otherwise provided in the Special Conditions, the intent of the Contract Documents is to include all plant, materials, equipment, tools, supplies, management, superintendence, Contractor's design and detailing, work, labor, transportation, fuel, power, water and all other utilities and services necessary for furnishing all of the construction required for the proper performance of the Contract.

(b) Except as may be otherwise provided in the Special Conditions, the intent of the Contract Documents is to specify and set forth a complete and operating unit or system ready for use regardless of whether or not every detail has been set forth in the Contract Documents. Any omission of details from the Contract Documents shall not be construed to mean that they are to be omitted by the Contractor or to affect in any way the completeness of the construction. The cost of such details shall be included in the prices in the Bid Proposal.

Section 14: DISCREPANCIES IN CONTRACT DOCUMENTS.

(a) If at any time the Contractor discovers that there is possible error, omission or discrepancy in any of the Contract Documents, the Contractor shall immediately notify the Engineer in writing. The Engineer shall promptly review the alleged error, omission or discrepancy and issue an Engineer's Instruction or the Owner may issue a Change Order. Any work done after such discovery and until receipt of an Engineer's Instruction or execution of a Change Order shall be at the Contractor's expense.

(b) To avoid any disputes which might arise as to the meaning of any engineering requirements in the Contract Documents or to any alleged error, omission or discrepancy therein, the Engineer's opinion as to the true intent and meaning, and the Engineer's interpretation thereof, shall be first obtained before any legal action is taken. All dimensions shall be taken from numerical figures on the Contract Drawings and no dimensions scaled from such drawings are valid. If dimensions are apparently missing from the Contract Drawings, work shall be suspended on that portion of the construction until the Owner has been notified and has made the necessary dimensions available via an Engineer's Instruction or on a Contract Drawing.

(c) Should any discrepancies or conflicting provisions among the various Contract Documents be discovered, precedence is hereby established in the following order:

1. Change Orders
2. Agreement
3. Addenda
4. Special Conditions
5. General Conditions
6. Engineering Specifications
7. Contract Drawings
8. Construction Schedule
9. Notice to Contractors Inviting Bids
10. Information for Bidders
11. Performance and Payment Bonds
12. Bid Proposal as Accepted.

Section 15: DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS.

(a) The Owner has prepared designs and Contract Documents and may from time to time issue additional information during the term of the Contract, by means of Engineer's Instructions, Construction Drawings or otherwise, to add detail to the Contract Documents. All such Instructions, Drawings and additional information shall be consistent with the Contract Documents and shall be developments thereof.

(b) All construction shall be furnished in accordance with the Contract Documents and to the dimensions fixed thereby. The Owner reserves the right to make reasonable revisions in dimensions and relocations of construction; provided, however, that such revisions or relocations are made prior to construction of any item to be revised or relocated. If such revisions and relocations result in no additional cost to the Contractor, such revisions or relocations shall be made at no additional cost to the Owner.

Section 16: SHOP DRAWINGS.

(a) The Contractor shall prepare or secure, and submit to the Owner for review, not as a check of details but for the purpose of determining whether or not the general method of fabrication, quality of materials and equipment and detailing are in accordance with the Contract Documents, are suitable for instruction of operating personnel and for maintenance, such nonproprietary Shop Drawings as are necessary in the opinion of the Engineer for such purposes. Such Shop Drawings shall include, but not be limited to, general arrangement, outline, connection and external detail drawings and instruction, operation and maintenance booklets. Two reproducible prints and one contact print of each Shop Drawing shall be submitted to the Owner. Four (4) copies of all catalog cuts serving as Shop Drawings shall be submitted to the Owner over and above the number of copies the Contractor wants returned following Owner's review.

(b) The review of Shop Drawings shall not relieve the Contractor of the responsibility which it has under the Contract Documents, including but not limited to quality, quantity, performance characteristics, dimensions, adequate details, schedules and satisfactory coordination of

all materials and equipment components. The Contractor shall submit such Shop Drawings with such promptness as to cause no delay in its own operations or that of its Subcontractors. Shop Drawings shall be checked by the Contractor to determine that they do not deviate from the Contract Documents, and if they do, such Shop Drawings shall be accompanied by a written notice to the Engineer stating in detail the nature of and the reasons for any proposed deviations. Shop Drawings shall be submitted in such sequence as is necessary in the opinion of the Engineer to give them adequate review.

(c) The Engineer's review will be completed within a reasonable time after receipt by the Engineer of each Shop Drawing in proper sequence with markings as follows:

(1) **Reviewed.** Indicates Shop Drawing has been reviewed and appears to conform with the intent of the design concept. The Contractor shall make further distribution of the Shop Drawing and may proceed with fabrication shown on the Shop Drawing.

(2) **Resubmit.** Indicates Shop Drawing or part thereof does not appear to conform with the design concept. The Owner's comments will be noted on the Shop Drawing or in a separate letter. The Contractor shall recheck, make necessary revisions and resubmit for Owner's review.

(3) **Reference.** Indicates Shop Drawing gives information that is incidental to construction described in the Contract Documents and is for general information only.

(d) All Shop Drawings and data shall be concise and legible. Detailed information about the various components involved shall be clearly identified with the component designation. Shop Drawings shall include, as applicable, equipment outlines and dimensions, foundation requirements and wiring diagrams giving complete information for the installation and erection, maintenance and repair, or for identification of parts for ordering replacements on each item to be furnished under the Contract.

(e) The Contractor shall submit to the Owner three (3) sets of final Shop Drawings, showing all changes and revisions and shall furnish one (1) full-size black-on-white positive mylar transparency to the Owner.

Section 17: CONTRACTOR'S COPIES OF DRAWINGS.

The Contractor will be supplied by the Owner without charge, not more than ten (10) sets of Contract Drawings. Additional copies of Contract Drawings, if desired by the Contractor, will be furnished by the Owner at cost. The Contractor shall keep at least one (1) record copy of all Contract Documents, including Plans, Shop Drawings, Modifications, etc., at the construction site in good condition in a weathertight enclosure to show all changes, revisions, and "as-built" notations made during the construction process. These are to be available to the Engineer and shall be delivered to him for the Owner upon completion of the project.

Section 18: MATERIALS AND EQUIPMENT.

(a) Unless otherwise provided in the Special Conditions, the Contractor shall furnish and fully pay for all construction prior to acceptance by the Owner. All materials and equipment incorporated in the completed construction shall be new and not previously used. If requested by the Owner, the Contractor shall provide satisfactory evidence of the kind and quality of materials and equipment to be furnished and that such have been paid for.

(b) If materials or equipment are specified in the Special Conditions to be furnished by the Owner, they shall be conclusively deemed acceptable for the purpose designed if received in satisfactory condition. The Contractor may continue to use such materials or equipment until otherwise directed; provided, however, that if the Contractor discovers any defect in materials or equipment furnished by the Owner, it shall immediately notify the Owner and the Engineer in writing and shall cease to use such defective items pending receipt of written instructions from the Owner or the Engineer.

(c) If materials or equipment are specified in the Special Conditions to be furnished by the Owner, they shall be received by the Contractor f.o.b. the point of delivery specified in the Special Conditions, and in the absence of such specification, receipt by the Contractor shall be f.o.b. the plant of the supplier of the materials or equipment to be so furnished. The Contractor shall receive, load and unload, transport, store and properly protect from damage or loss all such materials or equipment and the Contractor shall be responsible for loss or damage after receipt of materials or equipment and until final acceptance of the construction by the Owner. The Contractor shall immediately report to the Owner and the Engineer in writing in the form and manner prescribed by the Engineer the receipt of Owner-furnished materials and equipment.

Section 19: WORKMANSHIP.

All construction shall be such that its several component parts function as a workable system, with all accessories necessary for its proper operation, and the construction shall be furnished with all components tested, properly adjusted, and in operation. The construction shall be furnished in conformance with the normally accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance and minimum cost of operation, maintenance and construction of future alterations and additions. It shall also be so furnished that the completed construction will conform and adjust to and operate in a coordinated manner with the existing installation, if any.

Section 20: COMPLIANCE WITH CONTRACT DOCUMENTS.

(a) Unless otherwise provided in the Special Conditions, whenever in the Contract Documents any material, equipment, method or process is indicated or specified without reservation, by patent or proprietary name, by name of the manufacturer or by catalog number, such specification shall be deemed to be used for the purpose of establishing a standard of quality and for facilitating the description of the material, equipment, method or process desired, and shall be deemed to be followed by the words "or equal." In such event the Contractor may offer to furnish another material, equipment, method or process which shall be substantially equal in every

respect to that so indicated or specified. The Engineer shall be the sole judge of the equality of such material, equipment, method or process offered in substitution.

(b) Offers of substitution for items described in the Contract Documents will be considered only upon the written request of the Contractor, and no requests for such substitutions will be acknowledged or considered from suppliers, distributors, manufacturers or subcontractors or any other source. Requests for approval of a substitution shall be by submitting Shop Drawings, where applicable, and shall be accompanied by documentary evidence of equality in the form of descriptive literature, samples, records of performance, certified copies of tests by independent recognized laboratories, and differences in prices and delivery, if any, in the form of certified quotations from suppliers of both the specified material, equipment, method or process and the proposed substitute.

(c) Such offers of substitution of materials or equipment shall include data to substantiate that the "or equal" product meets the following criteria applicable to the item submitted:

(1) The change is adaptable to the design, (2) the functional performance will be equal to or better than the item specified, (3) where the appearance affects the end product, the appearance of the item will be as good as or better than the item specified, (4) the maintenance cost for the product or item will be equal to or less than the item specified, (5) the quality of materials used and the level of construction of the item will be as good or better than the item specified, (6) the net price of the item will be within the same price range as the item specified and (7) installation cost of the item specified will be equal to or less than that of the item specified.

Section 21: VALUE ENGINEERING.

(a) The Contractor may submit alternate construction details for consideration where these will result in reduced project cost without loss of essential function. Such alternates shall be in the form of written value engineering proposals indicating the nature of recommended revisions and the Contractor's proposed credit to the Owner.

(b) A value engineering proposal shall constitute a binding offer by and on the Contractor and may not be withdrawn. However, if not accepted within the time limits described in (c) below, the proposal shall become void. The terms and credits of the proposal may be changed by mutual agreement between the Owner and Contractor, or may be accepted without further modification by the Owner.

(c) The value engineering proposal shall be in sufficient detail to permit a reasonably complete evaluation of the costs and technical changes involved. Proposals shall be addressed to the Owner's Engineer, who shall respond within fourteen (14) calendar days after receipt regarding functional acceptability or completeness of the proposal. In the event no response is made within this time period, the proposal shall be considered rejected. The judgment of the Owner's engineer shall be final regarding acceptability of Contractor's proposal.

(d) If a proposal is accepted, the Contract shall be amended by Change Order to reflect

the modifications and the Contract amount shall be decreased by negotiated or offered credit amount.

Section 22: SOIL AND/OR SUBSURFACE CONDITIONS.

Any data regarding soil and/or subsurface conditions which may be shown in the Construction Drawings, Engineering Specifications, or elsewhere in the Contract Documents, is not to be taken as a representation, but is based on limited information and is at best only an opinion; consequently, such data cannot and shall not be considered precise or complete and there is no guarantee or representation as to its completeness, accuracy, or precision and the Owner shall not be liable therefor. All Bidders and/or Contractors shall thoroughly familiarize themselves with the site and subsurface conditions at all locations on this project by their own independent investigation, including soils or other tests, and the nature of such condition shall be determined and ascertained by Bidders and Contractors on their own by independent investigations and to their own satisfaction.

Section 23: STORAGE OF MATERIALS AND EQUIPMENT.

If any materials or equipment are stored, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Contractor shall be responsible for all damage to or loss of the materials or equipment that occurs until written acceptance by the Owner.

Section 24: MANUFACTURER'S INSTRUCTIONS.

All instructions and directions of the manufacturer of material and equipment furnished to the Contractor shall be followed unless specified to the contrary. The Contractor shall obtain and furnish to the Engineer prior to use of materials or installation of equipment five (5) copies of all instructions and directions of the manufacturer of such materials and equipment.

Section 25: DEFECTIVE MATERIALS AND WORKMANSHIP.

(a) The Contractor shall promptly remove from the premises all materials and equipment and correct all construction which in the opinion of the Engineer is defective in workmanship or materials or fails to conform to the Contract, or the manufacturer's specifications or technical data, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own construction in accordance with the Contract and without cost or expense to the Owner, and shall bear the expense of making good all construction of other contractors or the Owner's building or site, destroyed or damaged by such removal and replacement.

(b) If the Contractor does not remove construction which in the opinion of the Engineer is defective or fails to conform to the Contract, within a reasonable time, which shall be fixed by written notice from the Owner, the Owner may remove and store the materials and cause the

correction of such construction at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) days after delivery of a notice of the cost of such removal and storage, the Owner may give written notice to the Contractor and ten (10) days after such notice the Owner may dispose of the material. Costs arising from such removal, storage or disposal of materials and correction of the construction shall be paid by the Contractor and may be deducted from any payment due the Contractor. The provisions of this section shall not impose any duty or responsibility on the Owner or Engineer to advise or inform Contractor of any materials or work considered to be defective and failure to do so shall not be deemed to be an acceptance of defective materials or work by the Engineer or by the Owner.

(c) All work such as pipes, wires, conduits, insulation and any other items designated by the Engineer shall be inspected prior to the work being covered.

All work requiring inspection that is covered prior to inspection by the Engineer shall be uncovered for inspection as requested by the Engineer and recovered at no cost to the Owner.

Section 26: WARRANTIES.

(a) The Contractor warrants to the Owner that the construction to be provided under the Contract shall be fit for the purpose specified when operated in accordance with generally accepted operating practices; shall be new and free from any defects in material, workmanship, and title; shall meet all specifications, including those relating to performance, contained or incorporated by reference in the Contract; and that the technical direction of installation will be performed in a competent, diligent manner in accordance with generally accepted professional standards.

(b) The foregoing warranties (except as to title) shall apply to defects or deficiencies occurring within a period of one (1) year from final acceptance of the Project by the Owner. If, however, during the above one (1) year warranty period the construction is not available for operation due to a failure to meet such warranties, such time of unavailability shall not be counted as part of the warranty period. The conditions of any field tests shall be mutually agreed upon, and the Contractor shall be notified of and may be represented at all tests that may be made.

(c) If the construction furnished does not meet the warranties specified above, assuming normal and proper use and maintenance, the Owner shall promptly notify the Contractor and make the construction available for correction. The Contractor shall thereupon correct all defects, including nonconformance with the Engineering Specifications, at its expense, either by repairing or replacing any defective or damaged parts of the construction furnished under the Contract. All of the costs of labor, materials and equipment associated with such repair or replacement of the construction, including removal, loading and unloading, transportation to and from the repair site and reinstallation, shall be borne by the Contractor.

(d) Any repaired or replacement construction furnished under the aforesaid warranty shall also carry warranties for one (1) year on the same terms as set forth above from the date of its repair or replacement.

(e) The Contractor shall obtain written warranties from its Subcontractors and suppliers of material and equipment where such warranties are specifically required by the Special

Conditions and shall deliver the original warranties to the Owner.

(f) Neither the final payment, nor any other provision of the Contract, nor partial or entire use of the construction by the Owner shall relieve the Contractor of liability with respect to the warranties referred to in the Contract or any other warranties express or implied.

(g) In the event the Contractor fails to accomplish the warranty work as required herein, the Owner may proceed to accomplish the same and the Contractor, and its Surety, shall be jointly and severally liable to the Owner for all costs and expenses in relation thereto.

Section 27: PATENTS AND ROYALTIES.

(a) The Contractor shall pay the costs of all royalties, permits, licenses or other fees necessary for the performance of the Contract.

(b) The Contractor warrants that the construction furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any patent. If notified promptly in writing and given authority and information, the Contractor shall appear and defend or may settle, at its expense, any suit or proceeding against the Owner so far as it is based on a claimed patent infringement which would result in a breach of this warranty and the Contractor shall pay all damages and costs awarded therein against the Owner due to such breach. In the event the construction or any part thereof is held to constitute such an infringement and the use of said construction or part is enjoined, the Contractor shall, at its expense and option, either procure for the Owner the right to continue using said construction or part, or replace same with non-infringing construction, or part, or modify same so it becomes non-infringing.

(c) The preceding subparagraph shall not apply to any construction or part manufactured to the Owner's design, or to the use of any construction furnished hereunder in conjunction with any other product in a combination not furnished by the Contractor pursuant to the Contract. As to any such construction, part, or use of such combination, the Contractor shall have no liability for patent infringement.

Section 28: LAWS AND REGULATIONS.

(a) The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations relating to the conduct of the construction. The Contractor shall be liable for all violations of the law in connection with construction furnished by the Contractor.

(b) If the Contractor observes that the Contract Documents are at a variance with any law, ordinance, rule or regulation the Contractor shall promptly notify the Owner in writing and all necessary changes shall be made by Engineer's Instructions or Change Order. If the Contractor performs any work knowing or that the Contractor should have known to be contrary to such laws, ordinances, rules and regulations, and without giving such notice to the Owner, the Contractor shall bear all costs of required changes and be liable to the Owner for all damages arising therefrom.

Section 29: PERMITS.

(a) Permits, licenses and easements of a temporary nature which are necessary only for and during the construction, shall be secured and paid for by the Contractor, except those permits, licenses or easements of a temporary nature which are stated in the Special Conditions to be provided by the Owner.

(b) Permits, licenses, and easements of a permanent nature, which are necessary to be maintained after acceptance of construction, shall be secured and paid for by the Owner unless otherwise specified in the Special Conditions.

Section 30: HOLD HARMLESS AND INDEMNITY.

The Contractor specifically obligates itself to the Owner in the following respects, to-wit:

(a) To indemnify and appear and defend and hold harmless the Owner, its elected and appointed officials and employees, from and against any and all claims, damages, losses, costs and expenses, including attorneys' fees and expenses incurred, whether or not suit is filed, and for injuries to or theft of property, including loss of use, injuries to persons, including death, and from any and all other claims, suits or liability, caused in whole or in part by any act or omission of the Contractor, or any of its officers, agents, employees, representatives, servants or subcontractors, or anyone employed by them, or for whose acts Contractor may be liable, in the performance or nonperformance of the work or construction, or of any of the terms and/or conditions of the Contract, or caused by or resulting from any act or omission of Contractor, or any of Contractor's employees, agents, representatives, licensees, contractors or representatives.

(b) To appear, defend, indemnify and hold harmless the Owner and its officers, agents, and employees from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of casualties to the construction whether completed or not, including loss of use thereof.

Section 31: INSURANCE.

(a) Contractor shall not commence work under this Contract until all of the insurance required under this section has been obtained and Contractor has filed the certificates of insurance and copies of insurance policies with the Owner as required by the Contract Documents, and the Owner has approved the same, nor shall Contractor allow any subcontractor to commence work on his subcontract until the insurance required has been so obtained.

(b) **General Liability Insurance.**

(1) **Coverage.** The Contractor shall purchase and maintain General Liability Insurance covering bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, and covering damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract or the work or construction, whether such

injuries to persons or damages to property are due or are claimed to be due to operations of the Contractor, its subcontractors, or any of their officers, employees, servants, partners, agents or representatives. The Owner shall be named as an additional insured on all such policies.

(2) **Insurance Amounts.** Such General Liability Insurance shall be in the amounts set forth on the form of Certificate of Insurance included in the Contract Documents and required herein to be filed with the Owner.

(3) **Insurance Period.** Such General Liability Insurance shall be maintained in effect at all times until final acceptance by the Owner of all of the completed construction, and products liability and completed operations liability for at least two (2) years thereafter.

(4) **Insurance Form.** Such General Liability Insurance shall indemnify and defend the Contractor, its subcontractors and the Owner, as an additional named insured, and all of their officers, employees, servants, partners, agents and representatives from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by contract upon said parties, including Operations/Premises Liability, Independent Contractor's Protective Liability/Owner's Protective Liability, Completed Operations and Products Liability, Broad Form Blanket Contractual Liability, Owner, Non-owned, and Hired Vehicles and Equipment, and Broad Form Property Damage, including explosion, collapse and underground damage and loss of use. Such General Liability Insurance shall be provided on a comprehensive bodily injury and property damage liability form satisfactory to the Owner and shall name the Owner as an additional insured and shall cover and include Contractor's contractual indemnity of Owner. The coverage shall not include an unfunded self-insured retention. A Certificate of Insurance certifying such insurance policies have been issued to the Contractor shall be filed with the Owner in the amount and form and as required herein.

(c) **Worker's Compensation.**

(1) **Insurance Requirements.** The Contractor and its subcontractors shall purchase and maintain industrial accident or worker's compensation insurance issued by an insurance company authorized to write such insurance in the State of Alaska covering bodily injuries, including death at any time resulting therefrom, suffered or alleged to have been suffered by any employee of the Contractor or its subcontractors by reason of or in the course of operations under the Contract.

(2) **Insurance Amount.** The amount and type of such industrial accident or worker's compensation insurance shall be that required by law for all employees employed under the Contract who may come within the protection of such laws, and as required by the Certificate of Insurance required under (e) below.

(3) **Insurance Period.** Such industrial accident and worker's compensation insurance shall be maintained in effect until final acceptance of the completed work and construction.

(4) **Failure to Maintain Worker's Compensation Insurance.** The Contractor acknowledges and agrees that in the event it fails to maintain proper worker's compensation insurance coverage, the State and the Owner may pursue any remedies provided by AS 23.30.045, terminate the Contract without liability, and/or take or pursue any other remedies otherwise provided by law.

(d) **Builder's All Risk.** **Not Required For This Project**

(e) **Certificates of Insurance.** Contractor shall deposit with the Owner not later than submittal of the signed Agreement and required bonds, Certificates of Insurance from its insurance companies certifying to the coverage of all of the insurance required in this section in the form, and in the amounts set forth on the form of Certificate of Insurance set forth in the Contract Documents, and as required herein, and shall furnish copies of all insurance policies at any time upon request of the Owner.

(f) **Cancellation of Insurance.**

(1) The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse or reduce the amount of such insurance during the period of the Contract. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to a reduction in the amount of insurance until written notice has been first delivered to the Owner by the insuring company stating the date that such cancellation, lapse, or reduction shall be effective, which date shall not be less than thirty (30) days after the delivery of such notice to the Owner.

(2) When a renewal of the policy is approaching, Contractor shall deposit evidence of renewal not less than twenty (20) days before expiration of the term of the policy.

(3) The Owner shall have the right to require Contractor provide verification, including the right to inspect Contractor's records at reasonable times, to confirm the insurance called for herein is in force. If the Contractor fails to provide verification of full coverage of all the insurance required by the Contract Documents, at all times, Owner may, without liability, direct the Contractor cease any further operations, and remove all personnel and equipment from the project site until all such insurance is verified as being in full force and effect, or may, without liability, deem such failure to verify full coverage as a material breach and default and terminate the Contract without liability.

(g) **Waiver of Subrogation.** Each of the policies of insurance required herein shall contain a clause or endorsement pursuant to which the insurance companies waive subrogation or consent to a waiver of right to recovery against the Owner.

(h) **Insurance Companies.** Unless such requirement is waived by the Owner in writing, all insurance companies issuing any insurance required in this section shall be member insurers included and covered under the Alaska Insurance Guarantee Association Act (Alaska Statutes, Section 21.80.010, et seq.).

Section 32: WAGE RATES.

(a) Contractor shall pay not less than the minimum wage per hour for each classification of laborers, workers, or mechanics as set forth in the State of Alaska, Department of Labor, Wage and Hour Division, pamphlet entitled "Laborers' and Mechanics' Minimum Rates of Pay," a copy of which is included as part of these Contract Documents, and in the event the rates are amended at any time during the period of this Contract, Contractor shall adjust the rates paid in such manner as to at all times be not less than the then current prevailing wage rate schedule issued by the State of Alaska. Contractor shall in addition thereto comply with all other applicable provisions of Alaska Statutes, Title 36, Chapter 5 [Wages and Hours of Labor]. Contractor further expressly acknowledges and agrees that prior to bidding on this Contract and the Project, and at the time of submitting its bid and entering into the Contract, it has obtained and fully informed itself of the current wage rate schedule and Contractor by entering into this Contract, assumes full and sole responsibility to keep itself fully informed as to any changes made in the current wage scale required to be paid and will adjust and pay the prevailing wage rates, as such are modified from time to time, at all times during the performance of the Contract.

(b) The Contractor shall submit to the State of Alaska, Department of Labor, a certified payroll on a form suitable to the Department of Labor each week as required by law, with copies thereof to the Owner if requested, and submit to the Owner an executed Minimum Wage Affidavit with each pay request and at the end of the project. The affidavit shall be in the form included in the Contract documents.

(c) Contractor agrees:

(1) that the Contractor, and his subcontractors, shall pay all employees unconditionally and not less than once a week;

(2) that wages shall not be less than those stated in the most current Minimum Wage Schedule published by the State Department of Labor regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) that the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;

(4) that the Owner is authorized to withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between:

(a) the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the work, and

(b) the rates of wages in fact received by laborers, mechanics or field surveyors.

(d) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or Subcontractor has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for all costs and expense incurred thereby and for any excess costs in completing the work. (AS 36.05.070).

Section 33: AFFIRMATIVE ACTION.

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this subsection.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Contractor will send to each labor union or representative of workers and with which it has a collective-bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representative of Contractor commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and the rules, regulations and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) The Contractor will include the provisions paragraphs (a) through (e) of this section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its subcontractors, so that such provisions will be binding upon each Subcontractor, as the case may be. For the purpose of including such provisions in any construction, maintenance, or service contract or subcontract, as required hereby, the term "Contractor" and the term "Subcontractor" may be changed to reflect appropriately the name or designation of the

parties of such contract or subcontract.

(g) The Contractor agrees that he will fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this Contract, and said Contractor will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(h) Full cooperation as expressed in the foregoing clause (g) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the Owner, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all State directives deemed essential by any office or agency of the State of Alaska, or the Owner, to insure compliance with all Federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

(i) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the Contract and sufficient grounds for termination thereof for cause.

Section 34: EMPLOYMENT OF LOCAL RESIDENTS.

Contractor shall, to the extent required by law, comply with the employment preference provisions of Alaska Statutes 36.10.010 et seq.

Section 35: NOTICE TO PROCEED.

Within ten (10) days after submittal by the Contractor of all required documents, and the execution of the Contract by the Owner, written Notice to Proceed will be given by the Owner to the Contractor. Unless otherwise specified in the Notice to Proceed, the Contractor shall begin construction immediately upon receipt of the Notice to Proceed and shall continue regularly thereafter, unless otherwise directed in writing by the Owner, with such work force, materials and equipment as to assure construction progress in accordance with the construction schedule, if any, and that construction is complete within the construction time stated in the Contract Documents.

Section 36: TIME.

All times and time limits stated in the Contract Documents shall be of the essence of the Contract. All references to days shall mean calendar days and the time within which acts are to be done shall be computed by excluding the first and including the last day, and if the last day is a Sunday or legal holiday where the act is to be performed, the act shall be completed on the next business day.

Section 37: CONSTRUCTION TIME.

The Contractor agrees to achieve Substantial Completion as called for in the Contract within the number of days, or by the date specified, for completion of Construction set forth in the Agreement, or in the event that the time for completion is extended by Change Order as provided herein, then within the additional days by which the time is so extended. All changes in Construction Time shall be made only by Change Orders to the Contract. Contractor further agrees to complete the work so that it is ready for final payment in accordance with Section 48.

Section 38: CONSTRUCTION SCHEDULE.

(a) A Construction Schedule, if required, shall be as required by the Special Conditions or Division 1 in the form of either a time bar diagram showing certain of the various operations necessary to complete the construction, including the starting and completion date of each operation shown, or the Construction Schedule shall be prepared by the critical path method and shall set forth a network analysis, which shall consist of an arrow diagram, tabulation of activities, estimated time and starting and completion date of each activity and an indication of the critical path.

(b) In the event progress payments are provided for and authorized in the Special Conditions, the Contractor's Requests for Payment will be considered and payments will be approved by the Owner on the basis of the Contractor's actual progress in relation to the dates shown in the Construction Schedule for completion of various parts of the operations. If the actual progress fails to meet the Construction Schedule, the Contractor shall increase its work force and equipment at its own expense as required to bring the actual progress of the operations into conformance with the Construction Schedule.

(c) During the course of construction the Contractor shall enter on the Construction Schedule its estimate of progress at the end of each calendar month, or at such more frequent intervals as directed by the Engineer, and shall deliver to the Owner two (2) copies thereof with each submittal of the Contractor's Request for Payment.

Section 39: CHANGES IN CONSTRUCTION.

(a) If the Contractor claims that the Engineer's Instructions or additional requirements of the Owner, by drawings or otherwise, entitle the Contractor to additional payment or extension of time under the Contract, or both, the Contractor shall deliver to the Owner a written proposal of changes in Total Contract Amount and Construction Time within ten (10) days after the receipt of such instructions or requirements and before proceeding to execute the changes. Failure of the Contractor to deliver such a proposal shall constitute a waiver by the Contractor of any claim for additional payment or extension of time. If the Owner and the Contractor are in agreement as to changes in Total Contract Amount and Construction Time, a Change Order to the Contract will be issued for approval and execution by the Owner and Contractor.

(b) By proper action of its governing body and without invalidating the Contract, the Owner may order changes in the Contract Documents requiring changes in the construction, order changes in the quantities of the unit price items or make other changes in the Contract provided such changes are within the general scope of the Contract. No official, employee, agent or representative of the Owner, with the exception of the governing body empowered to accept and authorize execution of the Contract, shall have power to authorize any change in the Contract. It shall be the responsibility of the Contractor, before proceeding with any change, except a change which is an emergency in the opinion of the Owner, to determine that the execution of a Change Order has been properly authorized on behalf of the Owner by its governing body.

(c) When a change in construction is ordered by the Owner, a Change Order shall be executed by the Owner and the Contractor; except that the Contractor hereby agrees that changes in the construction for which the Special Conditions or other provisions of the Contract provides that the Contractor is to be reimbursed on the basis of cost plus certain allowances may be made by the Owner, and the Contractor hereby accepts such Change Orders.

(d) When a change in quantities is ordered by the Owner, a Change Order shall be executed by the Owner and the Contractor; except that the Contractor hereby agrees to (1) increases of quantities of unit price items of basic units of construction not exceeding twenty-five percent (25%) of the bid quantities unless otherwise specified in the Special Conditions, (2) increases in quantities of unit price items of integrated units of construction in the aggregate not exceeding twenty-five percent (25%) of the Total Contract Amount, (3) changes in work or quantities for which the Contract provides that the Contractor is to be reimbursed on the basis of cost plus certain allowances, and (4) reductions of quantities of unit price items of basic or integrated units of construction of any amount may be made by the Owner, and the Contractor hereby accepts such Change Orders.

(e) The Contractor shall notify the Engineer in advance of the exact time of commencing any change in the construction or change in quantities where payment is on the basis of cost plus certain allowances and shall keep the Engineer fully informed at all times of the progress of said change and the materials, equipment, and labor involved. The Contractor shall submit to the Engineer a written report of the progress and costs incident to such change on the day following the day during which said change was being carried on. Failure to do so shall constitute a waiver of any and all claims for additional compensation for such changes by the Contractor.

Section 40: EXTENSION OF TIME.

(a) Should the completion of the construction required under the Contract be delayed beyond the time herein specified for completion, the Owner may grant the Contractor additional time for completion by executing a Change Order modifying the Construction Time and Construction Schedule. If the failure of the Contractor to complete the construction within said specified time results from unavoidable delay as hereinafter defined, the Construction Time shall be extended by the number of days lost as a result of the unavoidable delay, provided, however, that the Constructor shall make a claim to the Owner in writing for such extension of time as herein provided. In considering applications for extension of time, the Engineer will classify delays according to the following definitions:

(1) Unavoidable delays in the prosecution or completion of the construction shall include all delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of reasonable care, prudence, foresight and diligence on the part of the Contractor or its Subcontractors. Delay in completion due to contract modifications ordered by the Owner, unforeseeable delays in the completion of the construction of other contractors employed by the Owner, floods, fire, labor strikes, war, the public enemy and Acts of God will be considered unavoidable delays, insofar as they necessarily interfere with the Contractor's completion of the construction. DELAY DUE TO ADVERSE WEATHER CONDITIONS, WILL NOT BE REGARDED AS UNAVOIDABLE DELAYS AS THE CONTRACTOR MUST PLAN ITS CONSTRUCTION WITH PRUDENT ALLOWANCE FOR SUCH CONDITIONS AND IN PARTICULAR, AS SUCH CONDITIONS EXIST IN KETCHIKAN, ALASKA, AND ENVIRONS.

(2) Avoidable delays in the prosecution or completion of the construction shall include all delays which in the opinion of the Engineer could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its Subcontractors. Delays in the prosecution of parts of the construction which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the construction nor the completion of the whole construction within the time herein specified; reasonable loss of time resulting from the necessity of submitting Shop Drawings to the Owner for review and from the making of surveys, measurements, and observations; and such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole construction within the time agreed upon and delays due to adverse weather conditions, shall constitute avoidable delays within the meaning of the Contract.

(b) Claims for extension of time shall be made in writing to the Owner no later than five (5) days after occurrence of the event causing the delay. In the event of continuing cause of delay, only one (1) claim shall be necessary. Contractor agrees that failure to make such claim within the time specified shall constitute a binding waiver of such claim.

(c) No claim for delay shall be allowed on account of failure to furnish Construction Drawings until ten (10) days after written request for such drawings has been made by the Contractor to the Owner. There may be some Construction Drawings which cannot be made until certain work has been done by the Contractor. Request for such Construction Drawings shall not be effective, so as to start the running of the ten (10) day period, until the Contractor's work has advanced to the point which will enable and require such Construction Drawings to be made.

Section 41: OWNER'S USE OF CONSTRUCTION.

(a) The Owner shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the construction after the time for completion of the entire construction has expired, but such taking possession and use shall not be deemed an acceptance of any construction not completed in accordance with the Contract Documents.

(b) The Contractor shall not be entitled to any extra compensation for or extension of time due to costs to the Contractor arising from the use of any portion of the construction by the Owner.

Section 42: PAYMENT OF THE CONTRACT AMOUNT.

(a) The Owner hereby agrees to pay to the Contractor as full compensation for the timely, proper and complete performance of the Contract a sum of money as follows:

(1) **Total of Lump Sum Prices.** If the Total Contract Amount is a lump sum price, or the total of lump sum prices, such amounts; or

(2) **Total of Unit Prices.** If the Total Contract Amount is computed from the actual measured quantities in the completed construction at the unit prices for construction listed in the Bid Schedule of the Contractor's Bid Proposal, such amounts; or

(3) **Total of Lump Sum Plus Unit Prices.** If the Total Contract Amount is a combination of (1) and (2) above, the total of such amounts;

provided, said sum of money is further properly adjusted in accordance with the applicable provisions of the Contract.

(b) The making of any payment to the Contractor under the Contract shall not relieve the Contractor of any obligations thereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the Owner such completed construction as is specified in the Contract. The Contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed construction required to be provided under the Contract until the Contract is fully performed and the Owner gives final acceptance in writing of the work, except that the Contractor's warranty and bonds shall remain in force for the period provided herein and the Contract Documents.

Section 43: PAYMENT FOR CHANGES.

(a) Payment for increases of quantities of unit price items of integrated units of construction which in the aggregate do not exceed twenty-five (25%) percent of the Total Contract Amount, and for increases of quantities of unit price items of basic units of construction which do not exceed twenty-five (25%) percent of the bid quantities, and for all quantities of basic and integrated units of construction less than the bid quantities, unless otherwise specified in the Special Conditions, shall be made at the unit prices in the Bid Schedule in the Contractor's Bid Proposal.

(b) Payment for all changes in lump sum items and for that part of the changes in quantities which are increases of quantities of unit price items in excess of twenty-five percent (25%) of the bid quantities for basic units of construction or in excess of twenty-five percent (25%) of the Total Contract Amount for integrated units of construction shall, at the option of the Owner, be determined in one of the following ways:

- (1) by Contractor's proposal and Owner's acceptance of reasonable unit prices, or
- (2) by Contractor's proposal and Owner's acceptance of reasonable lump sum prices, or
- (3) by payment to the Contractor on a cost basis plus certain allowances as follows:

<u>Items for which payment will be made on a cost plus basis</u>	<u>Percentage Allowance for Overhead and profit in addition to net costs</u>
Labor	20%
Materials and equipment	10%
Use of Equipment	15%

The net costs of items for which payment shall be made on a cost plus basis shall be computed as follows:

(a) **Labor.** For all labor, including such foreman supervision as may be necessary, the Contractor shall be paid the payroll cost of such labor and supervision, but not exceeding the current prevailing rates of wages in the locality where the work is performed, applicable health and welfare benefits, social security, unemployment compensation, and other occupational taxes, for each hour that labor and foreman supervision are actually engaged upon such construction, plus that portion of the cost prorated on the basis of time worked, of travel time, subsistence, and other labor benefits which are an obligation of the Contractor under the contractor-union labor agreement, if any, applicable to the Project.

(b) **Materials and Equipment.** For all materials and equipment incorporated in the completed construction, the Contractor shall be paid its actual invoice cost, including actual freight and express charges, less all offered or available discounts, regardless of whether or not they may have been taken.

The Contractor shall furnish as evidence of all charges for materials and equipment, valid copies of vendor's invoices, including freight and express bills. For such materials as may be furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying to its actual cost of such materials.

In the event that the Contractor's cost of such materials and equipment furnished is excessive in the opinion of the Engineer, or if the Contractor does not furnish satisfactory evidence of its costs, the Owner reserves the right to establish the cost of all or a part of such materials delivered to the location of the Project at the lowest current wholesale prices less all applicable discounts at which said materials and equipment are available to the Contractor in the quantities required.

The Owner reserves the right to furnish such materials and equipment as it deems advisable, and the Contractor shall receive no payment for costs or allowances on such materials.

(c) **Use of Equipment.**

(1) **Contractor-Owned Equipment.** For Contractor-owned equipment, including machine-power tools, which is necessary or desirable for the construction in the opinion of the Engineer, 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., 1980 Ridder Park Drive, San Jose, California 95131, (hereinafter referred to as "Blue Book") and as modified by the Special Conditions, for the time that said equipment is in use on such construction, excluding therefrom all time that such equipment is inoperative because of malfunction or breakdown. Such rates shall be the monthly, weekly, daily or hourly rates applicable to the total period the equipment is in use on the project, whichever is lowest and results in the least total amount.

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 Craig City School District reserves the right to establish a rate based on similar equipment in the Blue Book on prevailing commercial rates in the area.

When Contractor-owned equipment is ordered by the Owner to be held at standby, the equipment rental will be paid at one-half (1/2) of the said rate; except, no percentage allowance shall be paid for equipment on ordered standby.

The said equipment rental rates are the maximum rates allowable for equipment of modern design in good working condition and shall include and be full compensation for depreciation, investment costs, and furnishing all fuel, oil, lubrication, repairs, maintenance, insurance and incidental expenses, and all other costs except labor for operation thereof. Individual pieces of equipment having a purchase price of Six Hundred Dollars (\$600.00) or less will be considered to be tools or small equipment, and no rental will be allowed on such tools or small equipment.

In the event the equipment is not at the Project site and the Engineer determines that such equipment would not have been required other than for the changed construction, and it is necessary to obtain such equipment exclusively for such changed construction, the actual costs of moving such equipment to and from the Project site will be paid to the Contractor from the nearest point such equipment is available, plus rental time during movement of the equipment at fifty percent (50%) of said rental rates.

(2) **Equipment Furnished by Others.** If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be made on the basis of actual invoice cost, except that when the equipment is ordered standby no percentage allowances will be made. Use of non-owned equipment at rates higher than those established by the "Rental Rate Blue Book for Construction Equipment," and as modified by the Special Conditions will not be allowed, except upon prior written approval of the Owner.

(d) **Payment in Full.** The compensation as herein provided, including the percentage

allowance, shall be payment in full for all construction furnished hereunder and all expenses of every nature, kind and description, including, but not limited to, social security, unemployment compensation, occupational taxes and any other federal, state or local taxes, premiums on public liability and property damage insurance, use of small tools and equipment for which no separate payment is allowed, overhead expense and profit.

When construction is furnished by a Subcontractor to the Contractor, the percentage allowances shall be allowed only on the costs to the Subcontractors of labor, material and use of equipment.

The Contractor's cost records pertaining to work paid for hereunder shall be open to inspection and audit by representatives of the Owner during the period of the Contract and for not less than one (1) year after the acceptance of all construction. Where payment for labor, materials or use of equipment is based on the cost thereof to a Subcontractor or material supplier to the Contractor, the Contractor expressly warrants that the cost records of such Subcontractor or material supplier shall be open to inspection and audit by representatives of the Owner on the same terms and conditions as the cost records of the Contractor. If an audit is to be started more than sixty (60) days after the acceptance of all construction under the Contract, the Contractor will be given reasonable notice of the time when such audit is to begin.

(e) **List of Construction Equipment.** Within fifteen (15) days after Notice to Proceed, the Contractor shall furnish to the Engineer a list of construction equipment to be used in the Construction together with applicable Blue Book rental rates. For construction equipment for which Blue Book rental rates are not available, the Contractor shall provide its fully documented and established rental rates for such equipment under similar usage. Such rental rates shall become effective when approved by the Engineer. The Contractor shall furnish copies of fuel, oil, lubrication and normal maintenance of construction equipment applicable to the project location.

Section 44: PAYMENT FOR UNCORRECTED CONSTRUCTION.

If, in the opinion of the Engineer, it is inexpedient, impractical or otherwise not in the best interests of the Owner, to correct construction which has been damaged, which is faulty, or which has not been furnished in accordance with the Contract, the Owner shall have the right in its sole discretion, to accept such work and an equitable reduction in the Total Contract Amount shall be made.

Section 45: PROGRESS PAYMENTS.

(a) Partial payments of the Total Contract Amount, if such progress payments are to be allowed or made, will be made as specified in the Special Conditions. No progress payment will be allowed unless provided for in the Special Conditions.

(b) In the event progress payments are provided for in the Special Conditions, the Contractor may, unless otherwise provided in the Special Conditions, submit to the Engineer, not later than the tenth (10th) day of each calendar month, two (2) copies of a Contractor's Request for Payment for construction completed during the previous calendar month. Such Contractor's

Request for Payment shall be in the form provided in the Special Conditions. With each Contractor's Request for Payment, the Contractor shall, if required, submit satisfactory evidence of payment for materials and labor, including payments to Subcontractors, made during the previous month. Each Contractor's Request for Payment shall be computed from construction completed on all items listed in the Bid Proposal less the amounts retained as provided in the Special Conditions or elsewhere in the Contract Documents, including any claims or offsets asserted against the Contractor, including any asserted by the Owner, and less all previously approved Contractor's Requests for Payment. Partial payment may be made for partially completed construction to the extent completed in the opinion of the Engineer.

(c) Partial payments on account of changes in construction may be made periodically in the same manner as partial payments on the Total Contract Amount.

(d) Within fifteen (15) days after proper submission of Contractor's Request for Payment by the Contractor, the Engineer will:

(1) recommend approval of the Contractor's Request for Payment submitted, or

(2) recommend approval of such other amount, if any, as is due the Contractor, in the opinion of the Engineer, informing the Contractor of the amount recommended, if any.

(e) The recommended Contractor's Request for Payment will be submitted to the Owner by the Engineer, and the Owner may authorize a partial payment to the Contractor, on the basis of the recommended Contractor's Request for Payment, but the Owner will withhold a retained amount as specified in the Special Conditions and such other amounts as are recommended by the Engineer or allowed to be retained by the Owner, including any claims or offsets asserted against the Contractor.

Section 46: PAYMENTS WITHHELD.

(a) In addition to the amount retained as otherwise provided in the Contract Documents, the Owner may withhold such amounts from any payment as may be necessary in the opinion of the Engineer or Owner for protection from loss on account of

(1) defective work not remedied;

(2) claims filed or reasonable evidence indicating probable filing of claims;

(3) failure of the Contractor to make proper and full payments promptly to its own employees or to the Subcontractors for materials or labor within a reasonable time after the Contractor has received the material or labor for incorporation into the construction;

(4) a reasonable doubt that the Contract can be completed by another contractor for the balance then unpaid;

(5) damage to the Owner, its buildings, structures, or property, to another

contractor or subcontractor, or any other person, caused or contributed to by the Contractor, its officers, employees, agents, representatives, subcontractors, or persons for whom Contractor is responsible;

(6) bankruptcy, receivership or insolvency of, or the pendency of such proceedings against the Contractor;

(7) costs of the Owner for engineering tests, inspection costs, or other work, costs or expenses, to be reimbursed to the Owner by the Contractor as provided in the Contract Documents;

(8) unsatisfactory prosecution of the work, or failure of the Contractor to complete any part of the construction in accordance with the Construction Schedule or the Contract;

(9) credits refused by the Contractor for construction deleted; or

(10) errors in previous partial payments, or claims by the Owner against the Contractor.

Section 47: TERMINATION FOR CONVENIENCE.

(a) The performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner 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 the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:

(1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. In which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle in good faith all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent Owner may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner, any property of the types referred to in (6) above: Provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner; and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than sixty (60) days from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such sixty (60) day period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to the Owner, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), the Contractor and the Owner may agree upon the 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 clause, which amount or amounts may include a reasonable allowance for profit on work done: Provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated, and

any claims or offsets against the Contractor pursuant to the Contract, or otherwise, by the Owner or other persons. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to paragraph (d).

(e) In the event of the failure of the Contractor and the Owner to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Owner shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

(1) With respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

- (i) The cost of such work;
- (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b)(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (i) above; and
- (iii) A sum, as profit on (i) above, determined by the Owner to be fair and reasonable: Provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(2) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b)(9); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under (1) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated, and any claims or offsets by the Owner. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to

become undeliverable to the Owner, or to a buyer pursuant to paragraph (b)(7).

(f) The Contractor shall have the right to dispute under Section 71 [Remedies] from any determination made by the Owner under paragraphs (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Owner has made a determination of the amount due under paragraphs (c) or (e) above, the Owner shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Owner or (2) if a proceeding is initiated under Section 71 [Remedies], the amount finally determined in such proceeding.

(g) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Owner may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

(h) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established contract price for such continued portion.

Section 48: ACCEPTANCE AND FINAL PAYMENT.

(a) When the Contractor has completed the construction in accordance with the terms of the Contract Documents and all construction has operated satisfactorily for not less than fifteen (15) days after completion, the Contractor shall submit to the Engineer a Contractor's Final Request for Payment; Statement Concerning Claims; Release, Waiver and Discharge of Claims and Liens on the forms included in the Contract Documents; and such other completed documents as may be required by the Owner for the release of any monies held.

(b) The Contractor's Final Request for Payment shall be prepared on the basis of the Contract, including all authorized Change Orders, but not inclusive of proposals or claims of the Contractor which have not been accepted by executed Change Order. The Contractor's Final Request for Payment shall constitute a complete waiver and release of any and all claims by the Contractor except for unsettled claims that have been properly and timely filed as provided in the Contract and as are expressly and specifically stated and set forth in the Contractor's Statement Concerning Claims on the form for such included in the Special Conditions.

(c) The Statement Concerning Claims shall warrant that the Contractor has fully completed the performance of the Contract and the construction included in the Contract and has

fully paid for all labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from the Contract, except for any itemized payments due but not yet made as set forth in the statement of claims. If any dispute exists between the Contractor and any person, firm or corporation to which the Contractor might be obligated in connection with the Contract, the Contractor shall state the name of claimant and amount and general nature of the claim against the Contractor. Such Statement Concerning Claims shall also state the amount and nature of all present and future claims that the Contractor may have against the Owner relative to the Contract in addition to the Contractor's Final Request for Payment.

(d) After receipt of a properly completed Statement Concerning Claims and Contractor's Final Request for Payment, the Engineer will, within a reasonable time, make a recommendation to the Owner relative to acceptance of the construction. Such a recommendation shall not constitute a recommendation of acceptance of construction not furnished in accordance with the Contract. The Contractor's Final Request for Payment will be reviewed in the same manner as any other Contractor's Request for Payment.

(e) Upon receipt of the Statement Concerning Claims, and a Release and Waiver of Claims and Liens, in the form included in the Contract Documents, recommended Contractor's Final Request for Payment, any other documents necessary for the release of monies held, and the Engineer's recommendation relative to acceptance of the construction, the Owner will, within a reasonable time, take action on the Contractor's Final Request for Payment and on acceptance of the construction. Such action shall be subject to the conditions of the Performance Bond and Payment Bond, legal and contractual rights of the Owner, required warranties, and correction of faulty construction after final payment. The Owner shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, including any asserted by the Owner, a sum sufficient, in the opinion of the Owner to provide for the payment of the same. It is also understood and agreed that, in case of any breach by the Contractor of the provisions hereof, the Owner may retain from any payment or payments, which may become due hereunder, a sum sufficient, in the opinion of the Owner, to compensate for all damages occasioned by such breach, including in such damages any damages arising out of delay on the part of the Contractor.

(f) The acceptance of construction will be evidenced by a Notice of Acceptance of Construction in writing signed by a duly authorized official of the Owner in the manner provided for written notices. No other act of the Owner shall constitute acceptance of the construction.

(g) Thirty (30) days after the Owner has accepted the construction, as above provided, the Contractor may submit a Request for Payment of the Retained Amount; provided, however, that the Owner may also retain such additional amounts and for such lengths of time as may be required by law or by the Special Conditions. If any liens remain unsatisfied after Payment of the Retained Amount is made, the Contractor shall immediately reimburse the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and reasonable attorneys' fees.

Section 49: CONSTRUCTION FURNISHED PRIOR TO NOTICE TO PROCEED.

Notwithstanding any other provision of the Contract, the Owner shall not be obligated to accept or to pay for any construction furnished by the Contractor, prior to delivery of a written Notice to Proceed whether or not the Owner has knowledge of the furnishing of such construction.

Section 50: SALES AND SIMILAR TAXES.

The Contractor shall timely pay all federal, state, and local sales, excise or other taxes or assessments incurred or required to be collected or paid by the Contractor.

Section 51: CREDIT.

In the event construction is deleted or modified or specified material, equipment, method or process substituted so as to effect a reduction in cost, the Owner shall be entitled to a credit in an equitable amount.

Section 52: OWNER'S OPERATIONS.

The Contractor shall schedule all construction so as not to interfere with the operations of the Owner. Where such interference is essential to prosecution of the construction special arrangements shall be made and the written consent of the Owner as to time and method obtained forty-eight (48) hours in advance of the construction.

Section 53: OVERTIME INSPECTION.

In the event the Contractor elects to work on a Saturday, Sunday, a holiday, or longer than an eight-hour work shift on a regular working day, such work shall be considered as overtime work. On all such overtime work an Inspector, and a survey crew, if required, will be present, unless determined not necessary by the Owner. The Contractor shall reimburse the Owner for the full amount of the straight time plus overtime costs to the Owner for employees of the Owner, consultants, or government agencies required to work overtime hours.

The Contractor authorizes the Owner to deduct all such costs from any amounts due, or to become due the Contractor.

Overtime due to special construction problems, such as concrete finishing, asphalt rolling, making live sewer hookups, alleviating traffic problems, etc., will not be charged if the Engineer determines that the waiver of reimbursement of overtime charges is justified and deemed to be in the best interests of the Owner.

Section 54: OWNER'S CONSTRUCTION.

The Owner reserves the right to furnish in connection with the Project, construction which is not included in the Contract either by the Owner's forces or by the forces of other contractors.

Section 55: OTHER CONTRACTS.

(a) The Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be entered into by the Owner in the prosecution of the Project, to the end that the Contractor may perform the Contract in coordination with such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the Project site. The Contractor shall not cause any unreasonable hindrance or delay to any other contractor working on the Project. If, in the opinion of the Engineer, the performance of the Contract is likely to be interfered with by the simultaneous performance of some other contract or contracts to which the Owner is a party or by the Owner's own forces, the Owner may, but is not obligated to, decide which contractors shall cease a part of or all of their construction temporarily and which contractor shall continue, or whether the construction under all contracts can be coordinated so that all contractors may proceed simultaneously. The Owner shall not be responsible for any delays or damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the performance, failure to perform or attempted performance by any other contractor of any other contract.

(b) The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their construction at the Project site and shall properly connect and coordinate its construction with theirs. If another contractor or contractors are working in the same area, with equal rights and privileges, it shall be the responsibility of the Contractor to make whatever arrangements with said other contractors as are necessary for the proper execution and coordination of the construction.

(c) If any part of the Contractor's construction depends upon the construction of any other contractor for proper execution or results, the Contractor shall inspect the other contractor's construction and, at least ten (10) days prior to the time the Contractor begins construction on such part, report to the Engineer in writing any defects in such other contractor's construction that renders it unsuitable for such proper execution and results. Failure on the part of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's construction as fit and proper for the reception of the Contractor's construction, except as to defects which may subsequently develop in the other contractor's construction.

(d) The Contractor agrees to save the Owner and the Engineer harmless from any claim, suit or demand of any other contractor by reason of the failure of the Contractor to conform with the Construction Schedule or construction time.

Section 56: LANDS BY OWNER.

Unless otherwise provided in the Special Conditions, the Owner will provide the lands upon which the construction under the Contract is to be furnished, together with the right-of-access to such lands. The Contractor shall confine its equipment, storage of materials, and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with its materials; provided, however, such discretion by the Owner shall not impose upon the Owner any duty or responsibility for the safety or loss or damage to any equipment, materials, other property or project safety, all of such to remain the responsibility of Contractor.

Section 57: LANDS BY CONTRACTOR.

The Contractor shall provide at its own expense and with no cost or liability to the Owner, any additional land and access thereto, not shown or described in the Contract Documents as provided by the Owner that may be required for temporary construction facilities or storage of materials. The Contractor shall confine its equipment, storage of materials and operation of its workmen to those areas described in the Contract Documents and such additional areas as it provides at its own expense.

Section 58: EMPLOYEES.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ or continue to employ on the Project anyone not skilled in the work assigned to it or any person unsatisfactory to the Owner. All employees who perform any work shall be properly licensed, and shall be the holders of all certificates of fitness, and permits as may be required by law.

Section 59: PROJECT SAFETY.

(a) The Contractor shall exercise all precautions for the safety of its employees and of the general public and of the Owner's employees and property, and shall comply with all applicable provisions of federal, state, and municipal safety laws, building and construction codes, and the safety rules and other regulations of the Owner, including, but not limited to, the requirements of the U.S. Occupational Safety and Health Administration (OSHA) or applicable state statutes in lieu thereof. The Contractor shall also comply with the recommendations in the "Manual of Accident Prevention in Construction of the Associated General Contractors of America" insofar as applicable, unless such recommendations are incompatible with federal, state or municipal laws or regulations. Monthly reports of all lost-time accidents shall be promptly submitted to and shall include such data as are requested by the Owner.

(b) The Contractor shall enforce all instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking, and shall require all persons employed in the construction to comply with all building, post or institutional regulations while on the premises. The Contractor shall require all employees to be familiar with and comply with the Owner's safety regulations. The Contractor shall not permit any part of any structure to be loaded with a weight exceeding its maximum allowable loading or that will otherwise jeopardize its safety.

(c) Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Engineer has so directed and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. Upon completion of the project, the Contractor will reset all such signs in their permanent location at no cost to the Owner.

(d) The Contractor shall provide adequate signs, barricades, signal lights and watchmen

and take all necessary precautions for the protection of the construction and the safety of the public. All barricades and obstructions shall be protected at night by satisfactory signal lights which shall be kept lighted from sunset to sunrise. Barricades shall be constructed, painted, and placed in accordance with the manual on Uniform Traffic Control Devices, published by the United States Department of Transportation.

(e) The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Project, and to ensure the protection of persons and property in a manner satisfactory to the Owner. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Emergency traffic such as police, fire and disaster units, shall be provided reasonable access at all times. The Contractor shall be liable for any damages which may result from his failure to provide such reasonable access.

(f) When work is being performed below the standards required herein, or other applicable standards, or when the Engineer or Owner believes the condition endangers the safety of the general public, employees of the Project, or any property, including the buildings or property of the Owner, the Engineer may immediately issue a written stop-work order describing the sub-standard work and deliver the same to the Contractor. The Contractor shall cease work and not resume work on the stopped portion of the project until acceptable remedial action has been taken. Such protective measures shall not be construed as releasing the Contractor of any obligation or liability arising under the Contract and shall be at no cost, expense, or liability, for stopping the work of otherwise, to the Owner.

Section 60: INSTRUMENT SURVEYS.

(a) The Owner will furnish the instrument surveys necessary to establish certain bench marks, base lines and property boundaries specifically noted on the Contract Drawings and such construction surveys, if any, as are specifically required to be provided by the Owner in the Special Conditions. From the information provided by the Owner, the Contractor shall develop and make such additional detailed surveys as are needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations.

(b) All bench marks, base lines, and property boundaries, as originally established by the Owner, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the Owner the reasonable cost to the Owner of re-establishing them if they are disturbed. The Contractor shall notify the Engineer in writing at least ten (10) days in advance of the time the Contractor will commence work on any parts of the construction requiring surveys to be furnished by the Owner.

(c) The Contractor shall provide reasonable and necessary opportunities and facilities to the Engineer for setting points and making measurements during construction.

Section 61: PROTECTION OF PROPERTY.

(a) The Contractor shall continuously maintain full and adequate protection of all its

construction, the Owner's buildings and other property and the adjacent public and private property from damage, injury, or loss arising from, or in relation to, the construction. The Contractor shall promptly pay for any damage, injury or loss resulting from the act or omission of Contractor or the lack of adequate protection, and upon the failure to do so the Owner shall be entitled to withhold and pay from any amounts otherwise due the Contractor, or from any retainage, any such claim for damages or pursue any other remedy, including suspension or termination of the Contract without liability.

(b) The Contractor shall not enter upon public or private property for any purpose without obtaining permission from the proper public authority or private property owner. In the event of construction on state highways, city or public roads, or any public right-of-way, it will be the Contractor's responsibility to notify the authority having jurisdiction thereover before beginning construction and to ascertain that the schedule of operations proposed is satisfactory to the authority.

(c) Wherever construction under the Contract is undertaken on easements or rights-of-way over private property, or public easements, rights-of-way, or franchise, all construction operations shall be confined to the limits of such easement, right-of-way or franchise and be completed so as to cause the least amount of disturbance and a minimum amount of damage.

(d) Construction across public or private property shall be carried out in one (1) continuous operation with immediate restoration and cleanup of the construction area. If the Contractor should fail to perform such construction, restoration and cleanup continuously, the Owner may give the Contractor a written notice to do so. In the event of failure by the Contractor to complete such construction, restoration and cleanup within five (5) days after receipt of such notice, the Owner may complete the same to the extent the Owner deems advisable. The cost of all labor, material, supervision and other expenses incurred by the Owner in so doing shall be paid by the Contractor to the Owner and may be deducted from any payments due the Contractor under the Contract.

(e) The Contractor shall protect and maintain all underground or above-ground utilities and structures affected by the construction and all lawns, shrubs, trees, fences, and other improvements on property crossed by or adjacent to its operations, and all damage shall be repaired and restored by the Contractor at its expense in a satisfactory manner. The Contractor will be responsible for all damage caused by its construction to roads, highways, ditches, walls, bridges, culverts, utilities, barricades, lights or other property, whether such damage be at the Project site or elsewhere and the Contractor shall repair or replace at its own expense all such damage in a satisfactory manner.

(f) It is expressly understood that the Contractor shall restore, at Contractor's sole cost and expense, all property, whether public or private, the use of which is obtained by easement, permit or right-of-way, to a condition at least equal to its original condition. Before beginning construction the Contractor shall file with the Engineer properly identified and dated photographs of such property as may be designated on the Contract Drawings or described in the Special Conditions.

Section 62: CUTTING AND PATCHING.

The Contractor shall at its own expense do all necessary cutting and patching of its construction that may be required in order to properly receive the construction of other contractors on the project or as required by the Contract Documents. The Contractor shall restore all such cut or patched construction to a condition satisfactory to the Owner. The cost resulting from replacement of defective cutting and patching construction shall be borne by the Contractor.

Section 63: CLEANUP.

At the time of termination or suspension for an extended period of all or any portion of the construction, or at completion but before final acceptance by the Owner, the Contractor at its own expense shall remove from the Owner's property and from all public and private property, all of its equipment and such unused materials as the Owner has made no payment for, temporary structures, rubbish and waste materials resulting from its operations and leave the Project site in a neat and orderly fashion satisfactory to the Owner. The Contractor shall at all times during the progress of the construction maintain the site in as neat and orderly a condition as construction operations will permit. In the event the Contractor fails to do so, in addition to any other remedy, including declaring the Contractor in default, the Owner may remove and store such equipment and unused materials and dispose of rubbish and waste at the expense of the Contractor. The cost of such removal, storage and disposal may be deducted from any payment due the Contractor.

Section 64: SANITARY PROVISIONS.

The Contractor shall furnish and maintain temporary toilet facilities of a type, number and location satisfactory to the Owner and all public authorities having jurisdiction, for all workmen employed for the Project. The Contractor shall maintain the same in a sanitary condition from the beginning of the construction until completion and shall then remove the temporary toilet facilities and disinfect the premises.

Section 65: INDEX OF ACCOUNTS.

Prior to final payment, or at any other time if requested by Owner to evaluate any claim, or potential claim by the Contractor, and at the option of the Owner, the Contractor shall furnish to the Owner a complete accounting of the actual costs of labor, material, and other charges, and certified copies of all invoices for materials and payrolls for all labor incorporated into the Project.

Section 66: EXISTING UTILITIES AND IMPROVEMENTS.

(a) The Contractor shall remove such existing improvements on the Project site as may be necessary for the performance of the construction and, unless otherwise specified in the Special Conditions, shall rebuild the existing improvements in as good a condition as found; provided that existing improvements which interfere with the performance of the construction shall be maintained by the Contractor until their removal is authorized or directed by the Owner.

(b) The Contractor shall make all necessary arrangements and do all things required to avoid interference with the maintenance and operation of power, telegraph, telephone, water, sewer, gas and other utility lines, properties, and facilities of every kind, all in a manner satisfactory to the owners and operators thereof.

(c) If construction under the Contract crosses highways, railroads, streets, or other utilities under the jurisdiction of the state, borough, cities, federal government, or other public body, public utility, or private entity, the Contractor shall secure written permission from the proper authority before executing such construction. A copy of this written permission shall be filed with the Owner before any construction is started. The Contractor shall furnish a written release from the proper authority before final acceptance of the construction by the Owner.

(d) Existing utilities indicated anywhere on the Contract Drawings have been plotted from information currently available to the Engineer. The source of information generally consists of construction records and other data obtained verbally from officials associated with the particular utility. The data is shown on the Contract Drawings for whatever benefit the Contractor may derive, and unless specific instructions or data concerning certain utilities are set forth in the Special Conditions, the data shown on the Contract Drawings shall not necessarily be considered precise or complete, and the Owner and the Engineer make no guarantee as to completeness, precision or dimensions, and that other aboveground or underground utilities or facilities not shown on the Contract Drawings may be encountered during the course of construction. In any case, minor lines, such as water, gas and sewer may not be indicated. This shall in no way relieve the Contractor from its responsibility for maintenance of existing utilities and performance of the Contract. Under no circumstances will errors or omissions in location of existing utilities or improvements, whether they be visible from the surface, buried or otherwise obscured, be considered as a basis for additional compensation to the Contractor.

(e) The Contractor shall be responsible for all damage to existing utilities and facilities during construction and shall restore all damaged facilities to their original condition to the satisfaction of the Owner and the Owner of the utilities and facilities at no cost to the Owner.

Section 67: INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND OWNER.

The Contractor is an independent Contractor and is not, and shall not be construed to be a partner, joint venturer, employee or agent of the Owner and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of the Owner.

Section 68: NO THIRD PARTY BENEFICIARIES.

Nothing in this Contract shall be construed to give any person other than the Owner and the Contractor any legal or equitable right, remedy or claim under this Contract, but it shall be held to be for the sole and exclusive benefit of the Owner and the Contractor.

Section 69: CONTRACTOR QUALIFIED.

The Contractor expressly represents and warrants it is the holder of all professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by the Contract and is presently ready, able and willing to undertake and perform all of such work and services, and supply all necessary materials, in a good, safe, and workmanlike manner, at the times, in the manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments provided for in the Contract.

Section 70: ENTIRE AGREEMENT.

This Contract, and any schedules, appendices or exhibits attached thereto set forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition thereto, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto. This Contract constitutes a final, complete and exclusive statement of the agreement between the parties.

Section 71: LAW APPLICABLE.

The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this Contract. Venue as to any action, claim, or proceeding arising out of, or based upon this Contract, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, Alaska.

Section 72: REMEDIES.

Except as may be otherwise provided in this Contract, all disputes, claims, counterclaims, and other matters in question between the Owner and the Contractor arising out of or relating to this Contract or the breach thereof will be decided in a court of competent jurisdiction.

SPECIAL CONDITIONS

The General Conditions are supplemented and/or amended by the following Special Conditions:

Section 1: PAYMENTS

(a) Retainage

Until such time as the work is accepted by the Owner, the retained percentage may be ten percent (10%) of the value of the completed work, provided, however, when the dollar value of the completed work has reached fifty percent (50%) or more, the Contractor may request that the retainage be reduced to five percent (5%). The Owner may, but shall not be required to, reduce the retainage based on the Contractor's progress schedule, clean-up, contract completion cost, and other factors.

Should the amount due the Contractor under the estimate and Request for Payment for any given month be less than five thousand dollars (\$5,000), at the option of the Engineer, no payment shall be made for that month.

Partial payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the Contractor of responsibility for defective workmanship or material.

The estimates upon which partial payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the Contractor uses such estimates as a basis for making payment to subcontractors, he does so at his own risk, and he shall bear all loss that may result.

The making of partial payments under the Contract, either before or after the date set for completion of the work, shall not operate to invalidate any of the provisions of the Contract or release the surety.

At the time payment is made for any materials which have been stored at or near the site, the ownership of such materials shall vest in the Owner, and they shall remain in storage until used on the work, however, the Contractor shall have the continuing duty and responsibility to protect all such items and any loss or damage thereto shall be at the cost and expense of, and shall be paid by the Contractor. Such materials shall not be used on other work.

(b) Advances on Material

For materials delivered and held in storage upon the work (or near the site of the work if approved by the Engineer), allowances will be made in the partial payments

to the Contractor. These allowances shall be in amounts not exceeding one hundred percent (100%) of the net cost to the Contractor of the material f.o.b. the work, and from such allowances there shall be retained the percentages regularly provided for in connection with partial payments.

At the option of the Engineer, no allowance for materials shall be made on any partial payment or estimate unless the total allowable value for all materials on hand is at least one thousand dollars (\$1,000) and no allowance shall be made upon any single class of material the value of which is not at least five hundred dollars (\$500). The inventory of materials for which advances are requested shall be kept to a reasonable size as approved by the Engineer. No allowance shall be made upon fuels, supplies, forms, lumber, falsework, or other materials, or on temporary structures of any kind, which will not become an integral part of the finished construction.

As a basis for determining the amount of advances on material, the Contractor shall make available to the Engineer such invoices, freight bills, and other information concerning the materials in question, as the Engineer may request.

Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payment for materials on hand, allowances for material on hand will be omitted from partial payment.

(c) **Allowances for Materials Left on Hand**

Materials not required by the unit or lump sum prices named in the Bid Proposal but delivered to the work at the order of the Engineer but left unused due to changes in plans, shall, if the materials are not practicably returnable for credit, be purchased from the Contractor by the Owner at their actual cost (without percentage allowance for profit), and shall thereupon become the property of the Owner.

(d) **Final Payment**

Final estimate and final request for payment shall be made as provided in Section 48 of the General Conditions.

(e) **Suspension of Payments**

No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications or Contract Documents remains uncomplished with.

(f) **Correction of Work after Final Payment**

Neither payment of all or any portion of the contract price, final acceptance, notice

of acceptance of construction, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship. Contractor shall remedy any defects due thereto and proceed as provided in Section 265, Warranties, and as otherwise provided in the Contract.

(g) **Payments**

Payments under the Contract shall be paid in cash (check) by the Owner unless otherwise provided.

(h) **Final Payment - Certificate of Compliance**

No final payment shall be made until the Contractor shall file with the Engineer, prior to acceptance of the work, a Certification of Compliance in form substantially as follows: "I (we) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications, and contract documents for the above work, and that:

- a. Not less than the prevailing rates of wages as ascertained by the governing body of the contracting agency has been paid to laborers, workmen and mechanics employed on this work;
- b. There have been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontracted work;
- c. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors;
- d. All claims for material and labor and other service performed in connection with these specifications have been paid;
- e. All monies due to the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, Hospital Associations, and/or others have been paid;
- f. No asbestos containing materials have been incorporated in the project and the project is "asbestos-free".

(i) **Final Release**

Before the Owner pays the Contractor the final payment for the work, the Contractor shall sign and deliver to the Owner a statement of claims and final release sworn to under oath and duly notarized on the form included in these

contract documents.

Section 2: FORMS

The form of Contractor's Request for Payment, the Statement of Claims, and the Final Release, that shall be required and used shall be on the forms set forth and included in these contract documents.

Section 3: ALASKA FOREST PRODUCTS

Pursuant to AS 36.15.010 timber, lumber, and manufactured lumber products originating in this state from local forests shall be used wherever practical or specified.

Section 4: ARCHAEOLOGICAL REMAINS

Pursuant to AS 41.35 Construction shall be halted if archaeological remains are uncovered in order to permit archaeological survey. The Contractor shall notify the Owner and the State Archaeologist, Department of Natural Resources, if archaeological remains are found. The Owner will then address and resolve the matter.

Section 5: LIQUIDATED DAMAGES

Pursuant to Section 7 of the General Conditions, liquidated damages for failure to complete all work called for under the Contract Documents by the time required to complete such work, as specified in Section 2 (Construction time) of the Agreement and Section 6 of these Special Conditions, are fixed at Four Hundred Dollars (\$400.00) per calendar day.

Section 6: CONSTRUCTION TIME

Construction Time is February 15th, 2024 to April 15th, 2024.

Section 7: SITE ACCESS

All access to the project site prior to the June 12, 2023 must be coordinated with the Director of Maintenance, Craig City School District.

SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work under separate contracts.
 - 4. Access to site.
 - 5. Coordination with occupants.
 - 6. Work restrictions.
 - 7. Specification and Drawing conventions.

- B. Related Requirements:
 - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project Identification: Craig High School Biomass Project
 - 1. Project Location: 1 Panther Way, Craig, AK 99921.
 - 2. Owner: Owner's Representative: Chris Reitan, Superintendent, Craig City School District, PO Box800/100 School Rd., Craig, AK, 99921 (907)826.3274

- B. Project Manager: R&M Engineering-Ketchikan, Inc., 7180 Revilla Road, Suite 300, Ketchikan, AK 99901, (907) 225-7197.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Site work consists of regrading and widening an existing walking path for a new gravel access road along with the installation of a new rock retaining wall.

- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.4 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:30 a.m. to 7:00 p.m., Seven days a week, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Project Manager & Owner not less than two days in advance of proposed utility interruptions.
- D. Restricted Substances: Use of tobacco products and other controlled substances within the existing building or on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

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

END OF SECTION 011000

**SECTION 012500
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 CONTENTS

This section deals with the measurement and payment provisions of the project and gives a general description of the various bid items.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Unit Prices: Section 012510

2. MEASUREMENT

2.01 RESPONSIBILITY FOR MEASUREMENT

The Owner's Resident Project Representative shall make all measurements and determine all quantities and amounts of work done under the Contract. At the time measurements are made for quantity determinations, the Contractor or his or her authorized assistant shall be present to verify such measurements. From quantity figures so ascertained, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate shall be submitted to the Resident Project Representative for his or her review and check not later than the twentieth day of each month. The form of such monthly estimates to be subject to the approval of the Resident Project Representative.

DESCRIPTION OF TALLY METHOD FOR PAYMENT QUANTITIES:

When items are specified to be paid for by the cubic yard, ton, or truck count, the following tally system will be used:

All trucks to be employed on this work shall be measured by the Resident Project Representative to determine the capacity of each truck. The Contractor shall verify any such measurements. Trucks shall not haul quantities in excess of state legal load limits.

Each truck shall be clearly numbered with no duplication numbers.

Duplicate tally tickets shall be prepared to accompany each truckload of material delivered on the project. The tickets shall bear at least the following information:

Truck Number.

Quantity delivered in cubic yards or tons as applicable.

Driver's name and date.

Location of delivery. By street and stationing on each street.

Place for receipting by the Resident Project Representative.

It will be the Contractor's responsibility to see that a ticket is given to the Resident Project Representative on the project for each truckload of material delivered. Pay

quantities will be prepared on a basis of said tally tickets.

When the bid item stipulates quantities by weight they shall be weighed on scales that are in accordance with the requirements of the state highway department for similar use. Certified weight bills shall be furnished.

If this method is impracticable, or if the bid item stipulates payment by cubic yards, then the weight of the material delivered shall be computed from the volume of material delivered on the basis of one cubic yard of crushed or backfill gravel weighing 2,800 pounds and one cubic yard of crushed rock weighing 2,600 pounds.

2.02 MEASUREMENT FOR PIPELINES

Measurement for payment shall be along the pipe from center to center of fittings or structures. In the case of water lines, the measurements shall be taken through any valves.

2.03 TEMPLATE QUANTITIES

Where pay limit dimensions are shown on the Contract drawings for excavation, repaving, bedding, or other work the quantity to be measured for payment shall be the lesser of actual quantities furnished, or computed quantities to pay limit lines.

2.04 MEASUREMENT FOR LUMP SUM ITEMS

Measurement shall be the Owner's Representative estimate of percentage completion.

3. PAYMENT

3.01 PAYMENT FOR ON-SITE MATERIALS

Payment for Material on site may be made at invoice amount including freight only for materials landed in Craig, Alaska.

*** * * END OF SECTION * * ***

**SECTION 012510
UNIT PRICES**

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Bid Form
- B. Agreement
- C. Measurement and Payment: Section 012500

1.2 DESCRIPTION OF BID ITEMS

- A. The bid items described herein are applicable to all contracts where the bid item is listed in the Bid Form unless otherwise provided in the Contract Documents. Additional bid items may be included in the bid form. Payment will be made only for items listed in the proposal. All other items required for the work shall be considered as incidental to the construction.

1.3 ESTIMATED QUANTITIES

- A. The estimated quantities shown in the bid forms are estimates only, being given only as the basis for the comparison of bids, and the Owner does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work, or to make changes in the work required as may be deemed necessary is reserved by the Owner as provided elsewhere in these specifications and General Conditions. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the Contract. All prospective bidders should note that certain bid items may be included in the Contract Proposal to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits or additional compensation should the use of these items be deemed unnecessary.

1.4 EARTHWORK BID ITEMS

- A. Shot Rock Embankment:
 - 1. The unit price bid per cubic yard for shot rock embankment shall constitute full compensation for labor, material and equipment required to supply, deliver and place the material at locations shown on the plans or as designated by the Owner.
 - 2. Measurement for payment shall be based upon a truck count tally system.
- B. Unsuitable Excavation:

1. The unit price bid per cubic yard for common excavation shall constitute full compensation for labor, material and equipment required for excavation, removal and disposal of the unsuitable material at an offsite waste area.
 2. Measurement for payment of Unsuitable Excavation is on a cubic yard basis by the truck count tally method.
- C. Base Course Grading D-1:
1. The unit price bid per cubic yard for base course shall constitute full compensation for labor, material and equipment required to supply, deliver, and place the material at locations shown on the plans or as designated by the Owner.
 2. Measurement for payment shall be based upon a truck count tally system. The measurement may include moisture up to a maximum of 7% of dry weight of the material as determined by laboratory testing of the base course material from field samples performed by the Engineer.
 3. When check tests by the Engineer indicate that moisture content in excess of 7.0% may be occurring, the frequency of testing will be increased as determined by the Engineer and the results averaged. When this average tested moisture content is greater than 7.0%, the CY, as measured over the period tested, shall be reduced by a percentage equal to the difference between the actual moisture content and 7.0%. No credit will be due to the contractor when moisture content is less than 7.0%. Samples for determination of moisture content shall be collected at the point of weighing.
 4. Water needed for compaction and added to the base material on the grade will be considered incidental.
 5. Measurement for payment of Base Course is on a cubic yard basis by the truck count tally method.
- D. Stacked Block Wall:
1. The unit price bid per square for stacked block wall shall constitute full compensation for labor, materials and equipment required to place the blocks and install geogrid tie backs at locations shown on the plans or as designated by the Owner.
 2. The unit price shall include all cost of placement, removal and disposal of unsuitable material, preparation of the subgrade, installation of geogrid, and installation of 6" perforated drain piping, drain rock, filter cloth, and concrete wall bases.
 3. Measurement for payment shall be based upon the exposed face of wall after construction.

1.5 STORM DRAINAGE BID ITEMS

- A. Storm Sewer Pipe:

1. The unit price bid per linear foot for storm sewer pipe of the size, type, and class specified shall constitute full compensation for all labor, materials, and equipment required to install Owner furnished storm sewer pipe as specified and as shown on the Plans, or as directed by the Engineer.
 2. The unit price shall include all costs of, but not limited to, clearing, grubbing, grading for the trenching operations, excavation, backfill, gravel bedding, compaction, polyethylene encasement, sheeting, shoring, dewatering, testing, disposal of excess excavated material, disposal of debris, cleanup, surface shaping, ditch regrading, restoration of existing drainage patterns, and easement restoration.
 3. Measurement for payment shall be along the horizontal centerline of the pipe from end to end of pipe or from center of structure to center of structure.
1. The unit price bid per SY of geotextile fabric shall constitute full compensation for all labor, materials, and equipment required to install geotextile fabric placed beneath the clean drain rock for the installation of the turf.

B. Catch Basin:

1. This work includes furnishing all materials, equipment, and labor to provide necessary excavation, backfilling, waste haul of unsuitable excavated material, and compaction to provide a complete, owner furnished precast concrete catch basin, complete, in accordance with the contract drawings and specifications.
2. Also included is D-1 base and backfill all connections to incoming and outgoing pipes, catch basin frames and lids, seals, adjustment rings, cutting, chipping, grouting, pavement repair, and furnishing and installing of any pipeline appurtenances for which payment is not otherwise specified.
3. Not included are rock excavation, select roadway borrow, top course.
4. Payment for catch basins shall be per each at the unit price bid in the proposal.

1.6 PAVING AND SURFACING BID ITEMS

A. General:

1. Measurement for paving and surfacing bid items shall have the following limitations:
 - a. Measurement by the Ton:
 - 1) Measurement of hot-mix asphaltic paving materials, unless otherwise provided, shall be weighed on State certified truck scales approved by the Engineer. Asphalt concrete pavement shall be measured per ton of 2,000 pounds based on the amount of hot mix asphaltic material actually used in the completed and accepted work modified as follows: the quantity paid for shall not exceed 105% of tonnage determined on the basis of the average core density, the

specified neat line thickness, and the completed area of asphaltic concrete pavement.

- 2) Measurement of crushed aggregate surfacing shall meet the same requirements as hot mix asphaltic pavement except the quantity paid shall not exceed 110% of neat line thickness.

B. Crushed Aggregate Surfacing:

1. The unit price bid per cubic yard or per ton for crushed aggregate surfacing when segregated in the bid proposal shall constitute full compensation for all labor, material and equipment required to furnish, deliver and place crushed aggregate on roads to the width and depth as prescribed and designated by the Owner.
2. Also to be included in this item shall be the cost of all motor patrol or grader work, or any other equipment required to shape the roadway to proper grade before the crushed aggregate is placed, as well as all equipment required to spread and compact the crushed surfacing uniformly on the road. Grader work shall include necessary scarification of existing road surfacing that may be required to achieve proper grade and consolidation.
3. During dry periods, the Engineer may require water sprinkling prior to placement of the crushed aggregate and while spreading the aggregate. The cost of such sprinkling shall be included in the unit price bid for crushed aggregate.
4. Measurement for payment shall be based upon a truck count tally system or neat line measurements outlined in the Contract Documents and Contract Drawings, whichever is less.

C. Concrete Sidewalk and Valley Gutter

1. This work includes furnishing all materials, equipment, and labor to provide new concrete sidewalks and (with wheelchair ramps) and valley gutter, complete, in accordance with the contract drawings and specifications. The D-1 base course will be measured for payment under the Base Course, Grading D-1 bid item.
2. Payment for concrete sidewalk shall be per square yard of finished concrete surface at the unit price bid in the proposal.

1.7 WATER AND SEWER BID ITEMS

A. Install Water Service Line

1. The unit price bid per lineal foot installation shall constitute full compensation for furnishing all labor, material and equipment required to furnish and install the customer service connection and make a connection to an existing main line, complete in place as shown on the Contract Drawings.
2. Specifically included but not limited to, shall be the cost of road restoration, excavation and backfill, compaction and connections to any existing piping.

3. Open cut or jetted service installations shall be paid for under this bid item.
 4. The service saddle, corp. cock, valve box and fittings shall be installed as required in the standard detail and shall be considered incidental costs
 5. Asphalt Pavement is excluded in this bid item and shall be contracted separately by the owner.
- B. Install Sewer Service Line
1. The unit price per foot for sanitary service lateral shall constitute full compensation for all labor, materials, and equipment necessary for excavation, pipe bedding, backfilling, and installing the sanitary service lateral as depicted and described in the plans and specifications. Asphalt concrete replacement and traffic control shall be included in separate bid items.
 2. The unit price per foot shall also include connection to the existing service pipe and installation of all cleanouts as shown on the drawings.

1.8 MISCELLANEOUS BID ITEMS

- A. Mobilization
1. This work shall consist of preconstruction costs of preparatory work and operations performed by the Contractor, including but not limited to, those necessary for the movement of his personnel, equipment, supplies and incidentals to the project site; for the establishment of his offices, buildings and other facilities necessary for work on this project; for premiums on bonds and insurance for the project, and for work and operations which he must perform or costs he must incur before beginning production work on the various items on the project site. Mobilization costs for all subcontracted work shall be considered to be included.
 2. Items which are not to be included in this item include but are not limited to:
 - a. Any portion of the work covered by specific bid item or incidental work which is to be included in a bid item or items.
 - b. Profit, interest on borrowed money, overhead or management costs.
 3. The lump sum contract price for "Mobilization", partial payments will be as follows:
 - a. When 5% of the total original contract amount is earned from other bid items, 50% of the amount bid for mobilization, or 5% of the total original contract amount, whichever is the least will be paid.
 - b. When 10% of the total original contract amount is earned from other bid items, 100% of the amount bid for mobilization, or 10% of the original contract amount, whichever is the least, will be paid.

- c. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10% of the total original contract amount will be paid.

B. Galvanized Chain Link Fence

1. This work includes furnishing all labor and equipment to install owner furnished chain link fence, complete, in accordance with the contract drawings and specifications. Also included is gates, size and number as indicated on contract drawings. Also included are four poles, bases and anchor installation.
2. Payment for galvanized chain link fence, 8-feet tall shall be per measured in-place lineal foot along the center line of the top fence between the centers of each post at the unit price bid in the proposal.

*** * * END OF SECTION * * ***

**SECTION 012600
CONTRACT MODIFICATION PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Project Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Project Manager are not instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Project Manager within 21 days of the notice of the claim.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed

change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.3 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Project Manager will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or similar document.

1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Project Manager may issue a Construction Change Directive on AIA Document G714 or similar document. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

**SECTION 013100
PROJECT MANAGEMENT AND COORDINATION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Requests for Information (RFIs).
 - 2. Project meetings.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Project Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Project Manager will return RFIs submitted to Project Manager by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Date.

3. Name of Contractor.
 4. Name of Project Manager.
 5. RFI number, numbered sequentially.
 6. RFI subject.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 11. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 Software-generated form with substantially the same content as indicated above, acceptable to Project Manager.
- D. Project Manager's Action: Project Manager will review each RFI, determine action required, and respond. Allow seven working days for Project Manager's response for each RFI. RFIs received by Project Manager after 1:00 p.m. will be considered as received the following working day.
1. Project Manager's action may include a request for additional information, in which case Project Manager's time for response will date from time of receipt of additional information.
 2. Project Manager's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Manager in writing within 10 days of receipt of the RFI response.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Project Manager of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Project Manager, within three days of the meeting.

- B. Preconstruction Conference: Project Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Project Manager, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner and Project Manager, Contractor and its superintendent; major subcontractors and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - a. Unless previously submitted to the Project Manager or Owner, the Contractor shall bring one copy of each of the following submittals:
 - 1) Project Overview Bar Chart Schedule, based on Critical Path scheduling.
 - 2) Procurement schedule of Major equipment and materials requiring long lead times.
 - 3) Shop Drawings, Samples, Submittal Schedule.
 - 4) Name and telephone number of Contractor's representatives, including on- site Superintendent.
 - 5) Schedule of Values.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Submittal procedures.
 - i. Preparation of record documents.
 - j. Use of the premises and existing building.
 - k. Work restrictions.
 - l. Working hours.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Procedures for moisture and mold control.
 - p. Procedures for disruptions and shutdowns.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.

- u. Security.
 - v. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Project Manager of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at regular intervals.
- 1. Attendees: In addition to representatives of Owner and Project Manager, each contractor, subcontractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

**SECTION 013300
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Proposed product list.
- D. Product data.
- E. Shop Drawings.
- F. Samples.
- G. Other submittals.
- H. Design data.
- I. Test reports.
- J. Certificates.
- K. Construction photographs.
- L. Contractor review.
- M. Owner/Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Owner/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Submittal Transmittal Form provided to Contractor by Project Manager.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

- E. Schedule submittals to expedite Project.
- F. For each submittal for review, allow minimum 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Project Manager/Consultant review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Project Manager will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Project Manager.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Owner/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Project Manager for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.7 SAMPLES

- A. Samples: Action Submittal: Submit to Project Manager for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Project Manager for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Project Manager selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Project Manager will retain one.

- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.8 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 017000 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Project Manager's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Project Manager's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Project Manager, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Project Manager.

1.11 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of construction throughout progress of Work as specified and acceptable to Project Manager.

1.12 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Project Manager.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Project Manager.

1.13 PROJECT MANAGER REVIEW

- A. Do not make "mass submittals" to Project Manager. "Mass submittals" are defined as three or more submittals or items in one day or six or more submittals or items in one week. If "mass submittals" are received, Project Manager's review time stated above will be extended as necessary to perform proper review. Project Manager will review "mass submittals" based on priority determined by Project Manager.
- B. Informational submittals and other similar data are for Project Manager's information, do not require Project Manager's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.

E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013300

**SECTION 015000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.

- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Discard or replace water-damaged and wet material.
 - 2. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 3. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 017300 EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.

- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting documents.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine walls and roofs for suitable conditions where products and systems are to be installed.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. **Field Measurements:** Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. **Space Requirements:** Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. **Review of Contract Documents and Field Conditions:** Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. **General:** Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. **Tools and Equipment:** Do not use tools or equipment that produce harmful noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 2. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 017300

**SECTION 017700
CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout and final payment, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Final cleaning.
 - 4. Repair of the Work.

1.2 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

1.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Project Manager, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

- A. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

END OF SECTION 017700

**SECTION 017839
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Product Data: Submit one paper copy or an annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

**SECTION 020210
EXISTING UTILITIES**

PART 1 - GENERAL

1.1 PUBLIC AND PRIVATE UTILITIES

- A. Existing above-ground utilities, including but not limited to power transmission and distribution, telegraph, telephone and traffic control systems, whether shown on the drawings or not, shall be maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor in a manner satisfactory to owners and operators of the utilities.

- B. Existing major underground utilities and appurtenant structures, whether shown on the drawings or not, shall be maintained, relocated, rerouted, removed and restored by the Contractor. In the following special cases, the Contractor will be reimbursed in accordance with the General Conditions for all costs of modifying, rerouting, relaying or maintaining service of major underground utilities.
 - 1. An existing utility is found during construction to cross the ditch line at an elevation between the top and bottom of the proposed pipeline or structure to be constructed under this contract together with the required pipe zone.
 - 2. An existing underground utility is found during construction to cross or project within the utility conflict limits for the proposed work at an angle of 30° or less at any elevation.
 - 3. For the purposes of these special cases, utility conflict limit shall be two (2) feet either side of the edge of the pipe.
 - 4. The existing water line is excluded from this special case and no reimbursement will be made for conflicts.
 - 5. In no case shall the Contractor be reimbursed if the conflict is clearly shown on the drawings.

- C. Minor underground utility service lines, including but not limited to sanitary sewer services, gas services, water services, house or yard drains, and electricity or telephone services and driveway culverts shall be maintained, relocated, rerouted, removed and restored by the Contractor with the least possible interference with such services and in no case shall the interference of such service lines be considered for extra compensation under any of the special cases listed above, except sanitary sewer service occurring at an elevation between the top and bottom of the proposed pipeline or structure together with the pipe zone.

- D. The right is reserved by owners of public utilities and franchises to enter upon any street, road, right-of-way, or easement for the purpose of maintaining their property and for making necessary repairs or adjustments caused by the Contractor's operations. The Contractor shall save the Owner harmless of any costs so incurred.

- E. For purpose of this section, "pipe zone" is defined as extending from the bottom of the required excavation to six (6) inches over the top of the pipe.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 QUALITY ASSURANCE

- A. It is recommended that the Contractor make arrangements with the applicable utility company or department to aid in the location and maintenance of existing utilities.

3.2 RESTORATION OF DRAINAGE FACILITIES

- A. Where it is necessary for drainage facilities to be removed and replaced, existing pipe and catch basins may be reinstalled when approved by the agency having jurisdiction.
- B. The materials shall be cleaned.
- C. When it is necessary to replace existing pipe or catch basins, the new materials shall be of equal strength and similar design to existing materials.
- D. Installation shall be in accordance with the applicable provisions of these specifications.
- E. All costs, whether new or existing facilities are installed, shall be considered to be included in the prices bid for the various items and no additional payment shall be allowed.

END OF SECTION 020210

**SECTION 023000
SUBSURFACE CONDITIONS**

PART 1 - GENERAL

1.1 SOIL REPORTS

- A. Any data on soil and/or subsurface conditions shown in the Plans or Specifications is not to be taken as a representation, but is based on limited information and is at best only an opinion; consequently, such data cannot be considered precise or complete and there is no guarantee as to its completeness, accuracy, or precision.
- B. A limited soils investigation was performed for this project to determine general characteristics of the existing subsurface. Due to limited project budget, the scope was limited and may not have adequately addressed the subsurface conditions in all areas.
- C. Additional Investigation:
 - 1. Contractor should visit the site and acquaint himself with site conditions before submitting a bid, and the submission of a bid will be prima facie evidence that he has done so.
 - 2. Prior to bidding, Contractor may make his own subsurface investigations to satisfy himself with site and subsurface conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 QUALITY ASSURANCE

- A. The Contractor shall readjust work performed that does not meet technical or design requirements.
- B. The Contractor shall make no deviations from the Contract Documents without specific and written approval of the Owner.
- C. The Contractor shall be responsible for obtaining approval from responsible agency or property owner before performing any exploratory excavations.

END OF SECTION 023000

**SECTION 024119
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK INCLUDED

- A. Selective demolition of designated infrastructure, removal of equipment and, disconnecting, reconnecting, and relocation of valves and piping and appurtenant systems to accommodate installing new water treatment equipment, as shown in the Drawings and described in the Specifications.

1.3 DEFINITIONS

- A. Selective Demolition is the removal of existing selected infrastructure from its current location at the Project Site in a manner that does not destroy the items to be removed, nor alter the ability of these items to be reused elsewhere for similar purpose. Selective demolition is to be executed so as not to damage adjacent infrastructure.
- B. Salvage is the transport and storage of items scheduled for demolition.
 - 1. Salvaged items are to be removed using means and methods which do not alter the useful function of the item after removal and storage.
 - 2. Salvaged items are to be transported by the CONTRACTOR to a storage location designated by the OWNER and/or otherwise indicated in these Contract Documents.
 - 3. Salvaged items are to be protected by the CONTRACTOR against damage or loss while storing, handling, and transporting to OWNER.
- C. Disposal is the transport of all items from the project site not scheduled for salvage, and delivery to a waste disposal site permitted to receive the items.

Alternately, at the CONTRACTOR's choosing, items scheduled for disposal may be salvaged by the CONTRACTOR for their own use. The CONTRACTOR's election to salvage items scheduled for disposal shall not require interim storage of those items at the project site nor placement at a location where authority for that purpose has not been granted by the OWNER.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition of structure, safety of adjacent

structures, dust control, lead coatings removal, service utilities, discovered hazards, and safety of personnel.

- B. Do not disable or disrupt building fire or life safety systems without prior written notice from the OWNER.
- C. Conform to state and federal procedures upon discovery of hazardous or contaminated materials.

1.4 PRE-DEMOLITION MEETING

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

1.5 FIELD CONDITIONS

- A. Owner will occupy portions of the main school building immediately adjacent the selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Owner will not occupy existing shop building for duration of Project.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 COORDINATION

- A. Arrange selective demolition schedule so as to not interfere with Owner's operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition.
- B. Review Project Record Documents of existing construction or other existing conditions provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

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

3.4 SELECTIVE DEMOLITION

- A. Demolish and remove components in an orderly and careful manner, per the approved plans.
 - 1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 2. Dispose of demolished items and materials promptly.
- B. Remove appurtenances of items scheduled for demolition when said appurtenance serves no other function or supports no other item or piece of equipment.
- C. Protect existing ancillary facilities and appurtenances.
- D. At penetrations of fire rated wall, partitions, ceilings, roof or floor constructions, completely seal voids with fire rated material to full thickness of the penetrated element. Maintain all fire assembly rating wall or area separation construction in accordance with applicable codes.
- E. Refinish any affected surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project Site.
 - 1. Do not store demolished materials on site.
 - 2. Do not place demolished materials in Owners trash containers.
 - 3. Owner will not allow demolished material to be collected as part of regular trash collection service for the building.
 - 4. Remove and transport debris in a manner that will prevent spillage on adjacent

surfaces and areas.

5. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.6 CLEAN UP

A. Leave areas of work in clean condition.

END OF SECTION 024119

**SECTION 310000
EARTHWORK**

PART 1 - GENERAL

1.2 GENERAL REQUIREMENTS

- A. This section describes general requirements for all types of earthwork and is applicable to all earthworks required on the project.

1.3 CLASSIFICATION

- A. All excavation is unclassified. The terms earthwork or excavation include all materials excavated or removed regardless of material characteristics. The Contractor shall make his own estimate of the kind and extent of materials, which will be encountered in the excavation.

1.4 QUALITY CONTROL ASSURANCE

- A. Soils and Backfill: Moisture density standard ASTM D1557 or AASHTO T-180 Method "D", unless otherwise specifically approved.
- B. In-place Density Determination: Sandcone method ASTM D1556 or Nuclear Method ASTM D2922.
- C. Classification of Soils ASTM D2487.
- D. Quality assurance monitoring of subgrade backfill and embankment materials shall be paid for by the Owner.
- E. Minimum frequency for testing is indicated below. Additional testing may be necessary depending on circumstances and failure rate.

- 1. Mechanical Analysis on Imported Material
 - a. One sample for approval, prior to use of the following, plus regular checks as shown:

<u>Material</u>	<u>Frequency</u>
Backfill gravel	One per 2000 tons
Foundation gravel	One per 600 L.F.
Bedding, all types	One per 600 L.F.
Crushed Top Course	One per 1000 tons

- 2. Mechanical Analysis on Native Soils
 - a. Street Improvements - minimum one per 600 feet on in place material prior to compaction.
- 3. Density - Trench Backfill
 - a. Dedicated Rights of Way - 3 per 300 L.F. of trench @ spring line, mid trench and surface.

- b. Easements, one at spring line per 300 L.F.
- 4. Density - Street and Road Construction
 - a. One test per 400 L.F. on each lift of classified fill and backfill.
 - b. One test per 400 L.F. on completed subgrade prior to approval of concrete pour, or placement of leveling course.

1.5 SUBMITTALS

- A. Import backfill gradation and moisture density compaction curve test reports.
- B. Embankment and native backfill materials gradations and moisture density standards curve test reports.
- C. Certification of gradation and compliance with referenced standards, and moisture density standards test reports from qualified testing laboratory.
- D. Density test results in approved format.
- E. If at any time the Contractor changes the source and/or stockpile from which materials are obtained, certificates of gradation for these new sources will also be required. The Contractor shall make allowances in his unit prices bid for these items to cover expenses incurred in having this certification made and no additional compensation will be allowed.
- F. During construction, the Owner may elect to have further gradation testing completed on the materials being furnished by the Contractor. This testing will be at the expense of the Owner, however, the Contractor shall provide material samples as may be necessary to complete this testing and these material samples will be furnished from material available on the job site or from the Contractor's source and/or supplier.

PART 2 - PRODUCTS

2.1 BACKFILL MATERIALS

- A. These materials shall be native materials and as described in this section.

2.2 GRAVEL BEDDING MATERIAL

- A. Bedding material shall be a locally available clean natural occurring or crushed sand/gravel mixture free from organic matter and conforming to the following gradation when tested in accordance with ASTM D422.

<u>U.S. Standard Sieve Size</u>	<u>Percent Passing, by Weight</u>
3/4"	100
3/8"	70 - 100
No. 4	55 - 100
No. 10	35 - 95
No. 20	20 - 80

No. 40	10 - 55
No. 100	0 - 10
No. 200	0 - 3

- B. Aggregate material conforming to "Standard Specifications for Highway Construction", latest edition of the Alaska Department of Transportation and Public Facilities, untreated base classification D-1, will be acceptable in lieu of the gradations specified in paragraph 2.2A.

2.3 BACKFILL GRAVEL

- A. Backfill gravel shall be naturally occurring screened or crushed gravel. It shall be free from muck, frozen material, roots, sod or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily. It shall have a plasticity index not greater than six (6).
- B. All material shall have maximum size of four (4) inches and not more than ten (10) percent shall pass a No. 200 sieve. The percent of minus 200 will be determined on minus three (3) inch material.
- C. Tallying for pay quantities shall be as established by the Contractor and Engineer prior to construction.

2.4 CRUSHED AGGREGATE BASE COURSE

- A. Aggregate shall be crushed stone or crushed gravel, and shall consist of sound, tough, durable pebbles or rock fragments of uniform quality. All material shall be free from clay balls, vegetable matter or other deleterious matters. In addition, aggregate shall meet the following requirements:

Percent of Wear	AASHTO T-96	50 max.
Degradation Value	ATM T-13	45 min.
Percent Fracture	ATM T-4	70 min.

- B. Crushed aggregate base course shall meet the requirements of the State of Alaska "Standard Specifications for Highway Construction", latest edition, section 703-2.03. Gradation shall conform to the requirements of grading D-1 unless otherwise specified.
- C. A special gradation, E-1, for gravel road applications only shall meet all the requirements for grading D-1 except the percent passing the No. 200 sieve shall be between 6-10%.

2.5 SHOT ROCK EMBANKMENT

- A. Shot rock embankment shall be naturally appearing blasted rock from a quarry. It shall generally be 6" minus in size except that the top 6 inches of the embankment shall be 3 inch minus.

2.6 RIPRAP

- A. Riprap shall consist of broken stone, concrete in sacks, or concrete slabs placed on shoulders, slopes or such other places as may be indicated in the Plans or as directed by the Engineer.
- B. The stone for loose riprap shall be hard, sound and durable. It shall be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather.
- C. Spalls are defined as broken rock in sizes ranging from 3” to 1/3 cubic foot. Loose riprap shall be free of rock fines, soil or other extraneous material.
- D. Should the riprap contain insufficient spalls within the definition and gradation requirement listed above, the Contractor shall furnish and place supplementary spall material from a source approved by the Engineer, at the Contractor’s expense.
- E. The grading of the riprap shall be determined by the Engineer by visual inspection of the load before it is dumped into place, or, if so ordered by the Engineer, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load.
- F. Stone shall be hard angular quarry and have a percentage of wear of not more than 50 at 500 revolutions as determined by ASTM C-535. The least dimension of any piece of stone shall be not less than 160 pounds per dry cubic foot. Rock shall have an absorption rate greater than 2.5% as determined by ASTM C 97-83.
- G. The riprap stone shall form a smooth gradation curve without a large spread between median and maximum sizes and shall have the following gradation limits.
 - 1. CLASS I – No more than 10% of the stones by total weight shall weigh more than 400 pounds per piece and no more than 15% by weight of the stones shall weigh less than 50 pounds per piece. The stones shall be evenly graded and a minimum of 50% by weight of the stones shall weigh 200 pounds or more per piece.
 - 2. CLASS II – The following gradation is required:

Specific Stone Size Stone Wt. (lbs)	Percent Smaller By Weight %
300	100
150	50 - 80
75	20 - 50
50	0 - 20

- 3. CLASS III – No more than 10% by total weight of the stones shall weigh more than 140 lbs each, and not more than 50% by total weight of the stones shall weigh less than 70 lbs each.

PART 3 - EXECUTION

3.1 BEDDING MATERIALS

- A. Bedding materials shall be placed in accordance with the requirements for the utility being installed. Refer to appropriate utility specification section.

3.2 CRUSHED AGGREGATE BASE COURSE

- A. Conform to Section 301 of the AKDOT&PF, SSHC except as follows for placement requirements.
 - 1. Density requirement shall be 95% of the maximum density as determined by WAQTC FOP for AASHTO T180 or ATM 212.

3.3 SHOT ROCK EMBANKMENT

- A. Embankment shall be placed in lifts whose loose thickness does not exceed 2 feet. Material shall be dumped on the existing fill and dozed into place. In addition to mechanical compaction, it shall be compacted by routing the hauling and placing equipment over the entire area prior to placing the next lift.

3.4 RIPRAP

- A. A footing trench shall be excavated along the toe of the slope when shown on the plans. The stones shall be handled or dumped into place so as to secure a stone mass of the thickness, height, and length shown on the plans, or as staked with a minimum of voids.
Undesirable voids shall be filled in with small stones or spalls. The rock shall be manipulated sufficiently by means of a bulldozer, rock tongs, or other suitable equipment to secure a reasonably regular surface and mass stability.
- B. Riprap protection shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the underlying material. Placing of riprap protection in layers or by dumping into chutes or by similar methods likely to cause segregation will not be permitted.

All material going into riprap protection shall be so placed and distributed that there will be no large accumulation or area composed largely of either the larger or smaller sizes of stone.

- C. Unless otherwise authorized, the riprap protection shall be placed in conjunction with the construction of the embankment with only sufficient lag in construction of the riprap protection as may be necessary to prevent mixture of embankment and riprap material.

- D. The Contractor shall provide a level compact area of sufficient size to dump and sort typical loads of riprap at approved locations(s). He shall further dump loads specified in the area and assist the Engineer as needed to sort and measure the stones in the load for the purpose of determining if the riprap is within specifications. Mechanical equipment as needed to assist in the sorting shall be provided by the Contractor at not additional cost to the Owner.

END OF SECTION 310000

SECTION 312500
EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Furnishing, installing, and maintaining temporary erosion controls and temporary sedimentation controls.

B. Related Sections

1. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.
2. Section 31 00 00 -Earthwork.

1.2 REFERENCES

- A. EPA, "Storm Water Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices."
- B. State of Alaska Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Alaska State Department of Ecology - Stormwater Management Manual for Western Alaska.

1.3 DEFINITIONS

- A. Temporary erosion controls shall include grassing, mulching, watering, and reseeding on-site sloped surfaces, providing berms at the top of the slopes and providing interceptor ditches at the ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or minimized.
- B. Temporary sedimentation controls shall include silt dams, traps, barriers, and appurtenances to control soil erosion.
- C. Notice of Intent (NOI) – Application for Alaska Pollution Discharge Elimination System (APDES) permit.

- D. Storm Water Pollution Prevention Plan (SWPPP) – Construction document for erosion control measures to be implemented on site.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with conditions of contract and general conditions sections:
 - 1. Product data for silt barriers and netting.
 - 2. The Contractor has the option to submit additional control measures in the form of shop drawings.
 - 3. The Contractor **DOES NOT NEED TO** apply for the APDES permit on the owners behalf due to the project size, however, the project shall have a project specific SWPPP in place.
 - 4. The Contractor shall prepare and submit for review two copies of the SWPPP to the owner and project engineer.

1.5 QUALITY ASSURANCE

- A. Provide erosion control methods in accordance with methods as indicated on the erosion control plan and/or requirements of authorities having jurisdiction. The Contractor shall comply with all National Pollutant Discharge Elimination System (APDES) rules and regulations in terms of both installation and maintenance during construction.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the site under provisions of general conditions.
- B. Store and protect products under provisions of general conditions.

PART 2 - PRODUCTS

2.1 SILT-BARRIER PRODUCTS

- A. Filter stone shall be crushed one (1)-inch stone without excessive fines or dust.
- B. Silt barrier shall be Mirafi 140N or approved equal which provides a water flow capacity of 40 gallons per minute per square foot.

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with erosion control measures as mandated by Metlakatla Indian Community and/or the State of Alaska. At a minimum, comply with standards as

set forth in Alaska State Standard Specifications for Road, Bridge, and Municipal Construction in the absence of more stringent local regulations.

- B. Silt dams, traps, barriers, and appurtenances shall be installed and shall be maintained in place for duration of construction. This is done by periodically replacing silted structures or removing the silt from the up gradient side of it.
- C. Erosion and sedimentation controls shall be maintained in a condition which will retain unfiltered water.
- D. The Contractor shall be solely responsible for ensuring that no silt or debris leaves the immediate construction site. Any silt or debris that does leave the immediate site shall be cleaned up, and the area disturbed shall be returned to its natural state as directed by the Owner's Representative at the Contractor's expense.
- E. The Contractor shall be responsible to clean-up all silt debris built up on the site and for the removal of all erosion control measures at the appropriate times as directed by the Owner's Representative.
- F. The Contractor shall be required to maintain temporary construction entrances and remove all mud and debris from public roads on a daily basis, or more often if needed.

END OF SECTION 312500

**SECTION 334000
STORM DRAINAGE**

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 31 00 00
- B. Base Course: 31 20 03
- C. Trenching, Backfilling and Compaction: Section 33 05 00

1.2 QUALITY ASSURANCE

- A. Conform to the requirements of Section 33 10 00.

1.3 SUMMARY

- A. The WORK under this Section includes providing all labor, tools, and equipment necessary for installing all CPP storm pipe, storm drain manholes, and storm drain catch basins all furnished by Craig School District.

PART 2 - PRODUCTS

2.1 BEDDING MATERIALS

- A. Refer to Section 31 20 03.

2.2 GENERAL REQUIREMENTS FOR PIPE MATERIAL

- A. Pipe used for storm sewer and drainage culvert construction may be of any of the materials specified herein unless otherwise provided.

2.3 SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE

- A. All required smooth interior corrugated polyethylene pipe for the project will be furnished by Ketchikan Gateway Borough.

2.4 WALL DRAIN

- A. Wall drains shall be 6" perforated PVC wrapped with 1" clean drain rock and filter cloth complying with Section 32 30 00.

2.5 CATCH BASINS

- A. Catch basins for the project will be furnished by Craig School District.

2.6 CATCH BASIN FRAMES, GRATES, AND COVERS

- A. Frames, grates, and covers required for the project will be furnished by Ketchikan Gateway Borough.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Conform to applicable requirements of Section 33 30 00 except as modified herein.

3.2 BEDDING FOR CORRUGATED PIPE

- A. Material for sidefill around and to the crown elevation of corrugated pipe shall be selected and shall not contain stones larger than 3 inches in greatest dimension, frozen lumps, roots, or moisture in excess of that permitting thorough compaction.
- B. Material placed within the pipe compaction zone shall be brought up simultaneously on each side of the pipe to the top of the pipe and compacted to 95% as defined by Section 31 00 00.

END OF SECTION 334000