

**City of Delta Junction
Delta Junction, Alaska
IFB # 2017-01
City Park Paving**

Bidder's Checklist

List of Solicitation Documents:

- Exhibit A: Instructions to Bidders
- Exhibit B: Bid Form & Price Schedule
- Exhibit C: Non-Collusion Affidavit
- Exhibit D: Standard Form of Agreement
- Exhibit E: General Conditions
- Exhibit F: Supplementary Conditions
- Exhibit G: Special Provisions
- Exhibit H: Laborers' and Mechanics' Minimum Rates of Pay
- Exhibit I: Technical Specifications
- Exhibit J: Project Drawings

Solicitation Timeline

Solicitation Issue Date	8/3/2017
Pre-Bid Conference	8/14/2017
Pre-Approval Request Deadline	8/15/2017
Deadline for Questions/Concerns/Objections	8/16/2017
Bid Opening	8/22/2017

Required Documents to Submit with Contractor Bid:

- Completed Bid Schedule (Exhibit B)
- Completed Non-Collusion Affidavit (Exhibit C)
- Bid Guaranty (See Exhibit A, Item 12.)

All bid documents, including the bid and bid guaranty, shall bear an original signature and be enclosed and sealed in an envelope. All bids must be clearly marked with the IFB number and the time and date of the bid opening. Failure to comply shall render the bid non-responsive.

INDEX OF BIDDING DOCUMENTS

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EXHIBIT A

INSTRUCTIONS TO BIDDERS

City Of
Delta
Junction

2288 Deborah Street
Box 229
Delta Junction, AK
99737
907/895-4656

IFB NO. 2017-01

2017 Delta Junction City Park Paving

◆ **Bid Opening:**

August 22, 2017 at 4:00 PM

◆ Issue Date: **August 3, 2017**

◆ Pre-Bid Conference: **August 14, 2017, 10:00 AM**

◆ Pre-Approval Request Deadline: **August 15, 2017**

◆ Deadline for Questions, Concerns, &
Objections: **August 16, 2017**

Bid Documents Available At:

City Hall

2288 Deborah Street

Delta Junction, AK 99737

Office Hours: 8:00 A.M. TO 5:00 P.M.

Non-Refundable Price: \$100.00

City Administrator

INSTRUCTIONS TO BIDDERS

Bids must be submitted to the City of Delta Junction, according to the following instructions:

1. BIDDING DOCUMENTS

- a. Bidders may obtain hard copy drawings, specifications, and related bid documents from the City of Delta Junction, City Hall, 2288 Deborah Street, Delta Junction, Alaska (P.O. Box 229, Delta Junction, AK 99737), (907) 895-4656 ("City"), upon payment of the purchase price of \$100.00 per set. Funds must be provided by check or cash for the exact amount specified per plan set. Electronic drawings, specifications, and related bid documents can also be obtained from The Plans Room at www.theplansroom.com
- b. Bidding documents include the public notice or invitation for bid, the instructions to bidders, the bidder's check list, the bid form, the non-collusion affidavit, the standard form of agreement and the proposed contract documents, including any addenda issued prior to the receipt of bids. The contract documents proposed for the work consist of the standard form of agreement and corporate acknowledgment, the conditions of the contract (general, supplementary, and special conditions), the drawings, the specifications, and all addenda issued before and all modifications issued after execution of the contract.

2. PRE-BID CONFERENCE

A pre-bid inspection will be held as indicated on the first page of this document. The meeting location for the pre-bid inspection will be the Delta Junction City Hall.

3. BIDDER'S REPRESENTATIONS

Each bidder represents that:

- a. He has read and understands the bidding documents and has consulted advisors, attorneys and other experts to the extent he deems necessary.
- b. He has visited the site, has familiarized himself with the local conditions where the work is to be performed to the extent he deems necessary, and has compared his observations with the requirements of the proposed contract documents and is prepared to make the representations contained in Article 8 of the Standard Form of Agreement.
- c. His bid is based upon the materials, systems, and equipment required by the bidding documents.
- d. He has read, understands and agrees not to conduct unethical practices per the requirements of Paragraphs 8 and 10 of these Instructions to Bidders regarding Ethics. Failure to comply shall subject the bidder to the penalties in the CITY OF DELTA JUNCTION Code of Ordinances.

- e. He warrants the bid for a period of not less than 60 days as provided in Paragraph 20(g) of these Instructions to Bidders.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- a. Bidders shall promptly notify the City of Delta Junction in writing of any ambiguity, inconsistency, or error, which they may discover upon examination of the bidding documents or after observing the work site and local conditions. Failure to notify the City of Delta Junction of such ambiguity, inconsistency, or error before bid opening shall be treated as a waiver of any claims, extra expense or additional right otherwise due the bidder.
- b. Bidders' comments concerning defects and questionable or objectionable material in the IFB must be in writing and received by the City of Delta Junction prior to the date indicated on the cover page of these bid documents. Bidders' original comments should be sent to the City Clerk listed on the front page of the Invitation for Bids. Fax, e-mail or mailed comments will be accepted (Fax # is (907) 895-4375, e-mail address is city@deltajunction.us). **Regardless of the manner of delivery, it will remain the responsibility of the bidder to confirm delivery of all comments to the City of Delta Junction.** Such comments shall allow time for an amendment to be issued, if one is required. They will also help prevent the opening of a defective bid, upon which award cannot be made, and the exposure of bidders' prices.
- c. The City of Delta Junction will make any interpretation, correction, or change of the bidding documents by written addendum. Interpretations, corrections, or changes of the bidding documents made in any other manner or by any other person will not be binding; bidders shall not rely upon such interpretations, corrections, and changes. A bidder who relies upon an interpretation, correction, or change to the bidding documents which is not in written form of an addenda, issued by the City of Delta Junction does so at his own peril without any recourse against the City.
- d. The City will disallow bidders' protests based upon any omissions or errors in the content of the Invitation for Bid if such protests are not made known before the bid opening.

5. ADDENDA

- a. The City of Delta Junction will send notices of addenda to all persons who have purchased a complete set of bid documents as provided in Paragraph 1(a) of these Instructions to Bidders.
- b. The City of Delta Junction will issue no addenda later than seven (7) days before the date for receipt of bids; however, an addendum withdrawing the request for bids, or one that includes postponement of the date for receipt of bids, may be issued at any time.
- c. It is the bidder's responsibility to ascertain before submitting his bid that he has received all addenda issued. The bidder shall acknowledge receipt of such addenda in the space provided

on the bid form. Bids that fail to acknowledge receipt of all addenda are non-responsive.

6. SUBSTITUTIONS AND PRE-APPROVED EQUALS

- a. The City will not consider any additional pre-approved equals unless the City of Delta Junction receives a written request for pre-approved equals, under the procedures described in General Conditions, Section 6.05, prior to the pre-approval request deadline indicated on the cover page of these bid documents. Each request shall identify the material or equipment in the specifications which is to be pre-approved and a complete description of the proposed pre-approved equal, including drawings, cuts, performance and test data, and any other information necessary for an evaluation. Such a request shall include a statement setting forth any changes in other materials, equipment, or other work that incorporation of the additional pre-approved equal would require. The burden of proof of the merit of the proposed pre-approved equal is upon the bidder. The City's decision of approval or disapproval of a proposed pre-approved equal is final. Note: Failure to submit a substitution or pre-approval request on any item, material or product, whose specification or description contains words or verbiage to the effect that no "like", "equivalent", "or-equal", "pre-approved only" or "no substitution" is permitted, prior to the date indicated for pre-approval request deadline will cause that item, material, or product to be rejected during the completion of the work.
- b. If the City approves any proposed pre-approved equal before the opening of bids, such approval will be made by addendum. Approvals made in any other manner are not binding.
- c. The Engineer will consider no substitutions after the contract award unless specifically provided in the contract documents.

7. PREPARATION OF BIDS

- a. All bids must be submitted on forms supplied for the purpose. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made on or included with the bid form. Bids must bear an original signature by a duly authorized representative of the bidder. Bidders may make copies of bid forms for submission of bids. If erasures or other changes (such as using correction fluid or other correction method) appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- b. Information required on the bid form must be completed for all items; failure to do so may render the bid non-responsive. When the solicitation does not require quotations on all items, bidders should insert the words "no bid" in the space provided for any items on which no quotation is made.
- c. All bid documents, including the bid and bid guaranty, shall bear an original signature and be enclosed and sealed in an envelope. All bids must be clearly marked with the IFB number and the time and date of the bid opening. Failure to comply shall render the bid non-responsive.

- d. **Bids sent by electronic means (fax, e-mail etc.) shall be considered non-responsive.** Bidders may acknowledge addenda by fax by signing the addendum in the space provided and transmitting to (907) 895-4375. Acknowledgment of addenda by fax shall only be allowed when the addendum makes no changes to bid forms or any document requiring an original signature. It shall, per paragraph 5 of these instructions to bidders, remain the responsibility of the bidder to acknowledge addenda before the time of the bid opening. Bidder's use of a fax machine shall be at the bidder's sole risk. The City shall attempt to keep the fax machine in good working order but will not be responsible for acknowledgments that are late due to a mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted an acknowledgment before the bid opening. Bidders are, therefore, strongly encouraged to confirm receipt of their acknowledgment with the City of Delta Junction prior to the bid opening.
- e. The City of Delta Junction will consider modification or correction of bids already submitted, provided the City of Delta Junction receives the request before the time set for opening the bids in the IFB. The original bid, as modified by such written communication, will be considered as the bid. The modification or correction must be sealed and clearly marked as a modification or correction to the original bid delivered to the City of Delta Junction prior to the time of bid and signed by the same person as the bid. Bids sent by electronic means (fax, e-mail, etc.) shall be considered non-responsive. It is the bidder's responsibility to confirm receipt of the modification or correction by the City of Delta Junction prior to the time of the bid opening.

8. NON-COLLUSION AFFIDAVIT

The bidder shall certify that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project. The certification shall be provided on the Non-Collusion Affidavit included with the Bidding Documents, or copy thereof. Failure to provide the certification on the correct form shall render the bid non-responsive.

9. ALTERNATIVE BIDS

The City will consider no alternative bids, except the three alternative bids described in the Contract Documents.

10. ETHICS

Bidder understands and agrees to follow Chapter 1.27 of the CITY OF DELTA JUNCTION Code of Ordinances, which provides as follows:

- a. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval,

recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.

- b. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

11. BID PREPARATION COSTS

Except in the case of a successful bid protest, the submission or attempted submission of any bid shall be considered a waiver by the bidder of a claim against the City, its agents or employees, of any costs incurred in bid preparation. In the case of a successful bid protest, only those costs specifically allowed in the CITY OF DELTA JUNCTION Code of Ordinances shall be allowed to the bidder and all other costs of the bidder are considered waived by submission of the bid.

12. BID GUARANTY

- a. Each bid shall be accompanied by a certified check, bank cashier's check, bid bond issued by a surety company licensed to do business in the State of Alaska, or money order in an amount equal to at least five percent (5%) of the bid and payable without condition to the City. This deposit is a guaranty that the bidder, if awarded the contract, will promptly execute the agreement, will furnish good and sufficient bond for the faithful performance of the agreement and for the payment to all persons supplying labor and material for the work, (see General Conditions) and provide the appropriate certificates of insurance (see General Conditions). If the successful bidder fails to execute and deliver the agreements, furnish the required security and provide the required insurance certificates within 10 days after Notice of Award, unless the City has received and approved prior notification of delays, the bid guarantee of that bidder shall, as a liquidated damage, not a penalty, be redeemed by the City. The bid guarantees of all bidders except the three lowest responsive will be returned promptly after the City of Delta Junction's review of the bids and identification of the three lowest responsive bids.
- b. The City may retain the bid guaranty of bidders to whom an award is being considered until either (a) the agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
- c. If the bidder elects to provide the bid guarantee in the form of a bid bond, the bidder shall submit the bond in a form consistent with the standards for bid bonds for government contracts in Alaska. The persons executing the bid bonds on behalf of the bidder and their surety shall be authorized to

bind their respective companies and shall provide original signatures. Any power of attorneys attached to the bid bonds shall be regular and effective in all respects. Failure to provide the original signatures by authorized persons or to provide effective power of attorneys, for persons so required, shall render the bid non-responsive.

13. BID CANCELLATION

The City may cancel, postpone to a definite or indefinite time, or reject any bid or proposal in whole or in part whenever, if in the sole discretion of the City of Delta Junction, it is in the best interest of the City.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received by the City of Delta Junction before the time fixed for the bid opening.

15. RECEIPT AND OPENING OF BIDS

- a. The City of Delta Junction will receive bids during the period stated in the Public Notice and on the cover of this document or as modified by amendment. Bids shall be delivered to: 2228 Deborah Street, Delta Junction, Alaska 99737. Bids may be mailed, at the bidder's risk to: City of Delta Junction, PO Box 229, Delta Junction, Alaska 99737. Bids sent by electronic means (fax, e-mail, etc.) shall not be considered. Bidders shall identify the project name, bid number, and bid opening date on the front of the sealed bid envelope. Bids received before the time set for opening will be kept sealed and secure. The time stamp of the City of Delta Junction will determine the time for receipt. It is the responsibility of the bidder to see that his or her bid is submitted in time.
- b. The City is not responsible for the premature opening of, or the failure to open, a bid not properly addressed and identified or any other problem not caused by the sole negligence of the City.
- c. At the time and place set for the opening of bids, the City's representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present.
- d. After the bids are opened and read, they will be evaluated according to Paragraph 20 of these instructions to bidders and for responsiveness.

16. BIDDERS SUBMITTING MORE THAN ONE BID

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

17. LATE BIDS

Late bids are bids received after the time and date set for receipt of the IFB. The City of Delta Junction will consider no bids

received after the scheduled opening time, but will hold such late bids unopened in the bid file, unless the bidder requests or agrees to other disposition. Other disposition will not take place until after award.

18. QUALIFICATIONS OF BIDDERS

The City of Delta Junction may request a bidder to submit a detailed statement of his or her qualifications, including previous experience in performing similar or comparable work, business and technical organization, financial resources, and equipment and plant available to perform the work. The City may take such steps as it deems necessary to determine the ability of the bidder to perform the duties under the contract, and the bidder shall furnish the City all such information and data for this purpose as may be requested. The City may reject any bid where an investigation of the available information does not satisfy the City that the bidder is qualified to properly carry out the terms of the contract.

19. DEBARMENT LIST

Pursuant to CITY OF DELTA JUNCTION Code of Ordinance Authority to Debar or Suspend, the following persons, firms, corporations, partnerships or associations have been debarred by the City of Delta Junction and are prohibited from working on public contracts for one (1) year from the date of debarment.

<u>Company Name</u>	<u>Date of Debarment</u>	<u>Debarment Expires</u>
NONE		

20. AWARD OF CONTRACT

- a. The City intends to award a contract to the responsible and responsive bidder submitting the lowest bid complying with the requirements of the bid documents.
- b. The City may accept or reject any or all items of any bid where such acceptance or rejection is appropriate and does not affect the basic bid.
- c. The City shall have the right, at its sole discretion, to accept Alternates in the numerical order listed and to determine the low bidder on the basis of the sum of the Base Bid and Alternates accepted. The City, at its sole discretion, may modify the numerical order of the alternates if that modification does not result in a change in the ranking of the low bidder.
- d. The City may waive minor deviations from the specifications, and may waive any informality in bids received, when such waiver is determined by the City of Delta Junction to be in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions are negligible, and waiver of the informality does not grant the bidder a competitive advantage.

- e. The City may reject a bid when 1) the bidder is not in a position to perform the contract; 2) the bid and any provided bid bonds do not bear original signatures and are not signed by hand; 3) the bidder fails to furnish bid bonds, in an acceptable form, or surety deposits, plans, specifications, samples, and so forth, when any were specifically called for in the IFB; 4) the bidder has failed to use the required bid form; 5) the bidder otherwise fails to qualify as a responsible and responsive bidder under CITY OF DELTA JUNCTION 16.21.020(GG) and 16.21.020(HH); or 6) the City Council does not approve the award.
- f. The City may reject the bid of a bidder who 1) has previously failed to perform properly or complete on time contracts of a similar nature; 2) has previously defaulted on any contract with the City; 3) is not, in the opinion of the City, in a position to perform the contract; or, 4) for any other cause listed in CITY OF DELTA JUNCTION Code of Ordinances.
- g. The bid quotation shall be in effect a minimum of sixty (60) days after the bid opening.

21. (OMITTED)

22. FILING AN APPEAL

A bidder may protest the award of a contract or the proposed award of a contract pursuant to CITY OF DELTA JUNCTION Code of Ordinances. The protest must be written and include the following information: 1) the name, address, and telephone number of the protester; 2) the signature of the protester or the protester's representative; 3) identification of the contracting agency and the solicitation or contract at issue; 4) a detailed statement of the legal and factual grounds of the protest; 5) copies of all relevant documents; and 6) a non-refundable filing fee of \$75.00. Protests will be treated in accordance with CITY OF DELTA JUNCTION Code of Ordinance. All protesters are urged to seek resolution of their complaints initially with the City of Delta Junction.

23. PERFORMANCE AND PAYMENT BONDS AND CERTIFICATES OF INSURANCE

The successful bidder shall, within 10 days of the Notice of Award or upon execution of the Agreement, whichever occurs first, furnish:

- 1. A copy of the Agreement signed by a person authorized to bind the bidder to a contract.
- 2. A faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and a labor and material payment bond equal to one hundred percent (100%) of the contract amount; these bonds shall be secured by a surety company satisfactory to the City.
- 3. Certificates of Insurance or other acceptable evidence of insurance as required in Article 5 of the General Conditions of the Contract. The insurance shall be provided by a firm acceptable to the City on a form acceptable to the City.

24. DEFINITIONS AND TERMINOLOGY:

1. Unless noted otherwise, all words and terms shall have the same meanings as listed in the General Conditions of the Contract as modified by the Supplementary Conditions.
2. The following words shall have the following meanings in the Bidding Documents:
 - a. *Bidder*—The corporation, limited liability company, partnership, or individual preparing and/or submitting a proposal to the City of Delta Junction pursuant to the terms and conditions of this Invitation to Bid.
 - b. *City*— The City of Delta Junction Alaska.
 - c. *CITY OF DELTA JUNCTION*-- The City of Delta Junction Alaska.
 - d. *Chief Procurement Officer*— The principal purchasing officer for the CITY OF DELTA JUNCTION.
 - e. *Construction Manager/Engineer* — The person or persons contracted to the City of Delta Junction who are responsible for the engineered design and administration of the construction contract from the Notice of Award to the completion of the work.
 - f. *City of Delta Junction* -- The person or persons employed by the City of Delta Junction who are responsible for the administration of the procurement process up to and including the Notice of Award.

End of Instructions to Bidders

EXHIBIT B

BID SCHEDULE

BID FORM

_____ (‘Bidder”).

doing business as _____

(a corporation, organized and existing under the laws of the State of _____ or (a limited liability company) or (a partnership) or (a joint venture) or (an individual); please select one), hereby submits to the City of Delta Junction, Delta Junction, Alaska (“Owner”) a bid for all work required to complete the 2017 Delta Junction City Park Surfacing Project identified as City of Delta Junction Project 2017-01 and identified in Invitation to Bid # 2017-01 (“the Project”).

- 1) The Bidder, in compliance with the City of Delta Junction’s requirements for Invitation for Bids for the construction of the project indicated above, has examined the plans, specifications with related documents, the addenda described in paragraph 3 below, and the conditions at the site of the proposed project, including the availability of materials and labor, utilities, and proposes to furnish all labor, material, and equipment required for the project in accordance with the contract documents, within the time limits set forth in those documents, and at the prices stated below. These prices cover all expenses incurred in performing the work under the contract documents.
- 2) The Bidder agrees to commence work upon receipt of a written “Notice to Proceed” from the Owner and to fully complete the project within the time stated in the specifications. In the event of breach of this paragraph the Bidder agrees to pay damages to the City as provided in Article 3.3 of the Agreement.
- 3) The Bidder represents to the City that the Bidder has relied upon no oral representations from the City or its consultants in the preparation of this bid and acknowledges receipt of the following addenda:

- 4) The Bidder agrees that if a contract is awarded for this project, the contract price will be determined from the base bid item(s) plus additive alternatives to the extent of the availability of funds for this project, as determined by the Owner.
- 5) The Bidder Furnishes, the enclosed bid guaranty, in the sum of not less than five percent (5%) of the amount of the bid, to the Owner as a guarantee that:
 - a. the Bidder will execute the Agreement.
 - b. within seven (7) days after the contract award, the Bidder agrees to execute the standard form of agreement and to furnish 1) a performance bond in an amount equal to one hundred percent (100%) of the contract amount, 2) a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount, 3) the certificate of insurance as provided in Article 5 of the General Conditions, 4) a copy of his current Alaska contractor’s license, and 5) a copy of his current Alaska business license.
- 6) Unless the City, for good cause, approves a request for additional time before the expiration of the seven (7) day deadline, the City shall have the right to cancel the contract award to the Bidder and to negotiate the award of the Project to the next lowest (or otherwise preferred) bidder if the requirements of subparagraph (a) and (b) of paragraph 5 (above) are not met. Should it be necessary for the City to exercise this option, the Bidder’s who has not met the requirements above shall forfeit their bid guaranty and this shall be paid as liquidated damages to the City.

Price Schedule and Base Bid Computation:

Prices for all items shown following, including both unit price and fixed price items, are complete prices for all work directly allocable to the items including, but not limited to, supervision, coordination, mobilization and demobilization, equipment, labor, materials, freight, services, permits, transportation, and overhead.

PRICE SCHEDULE AND COMPUTATION OF BID

Pay Item Number	Pay Item	Estimated Quantity	Pay Unit	Unit Cost	Total Cost
BASE BID ITEMS:					
640(1)	Mobilization and Demobilization	1	Lump Sum		
Subtotal					
Path B1					
203(1)	Excavation & Embankment to Include placing Porous Backfill	140	Ton		
203(2)	Excavation & Embankment (Application of Base Course C-1)	100	Ton		
203(3)	Excavation & Embankment (Application of Surface Course D-1)	20	Ton		
401(1)	Asphalt Concrete, Type II, Class B	10	Ton		
729(1)	Geotextile	1225	Sq. Ft.		
Subtotal					
Path B2					
203(1)	Excavation & Embankment (Application of Base Course C-1)	370	Ton		
203(2)	Excavation & Embankment (Application of Surface Course D-1)	60	Ton		
401(1)	Asphalt Concrete, Type II, Class B	45	Ton		
729(1)	Geotextile	4900	Sq. Ft.		
Subtotal					
TOTAL BASE BID					\$

ADDITIVE ALTERNATES (Roads/Pathways):					
Path A1 – Alternate #1					
203(1)	Excavation & Embankment to Include placing Porous Backfill	65	Ton		
203(2)	Excavation & Embankment (Application of Base Course C-1)	50	Ton		
203(3)	Excavation & Embankment (Application of Surface Course D-1)	10	Ton		
401(1)	Asphalt Concrete, Type II, Class B	5	Ton		
729(1)	Geotextile	560	Sq. Ft.		
Subtotal					\$
Path A2 – Alternate #2					
203(1)	Excavation & Embankment (Application of Base Course C-1)	140	Ton		
203(2)	Excavation & Embankment (Application of Surface Course D-1)	25	Ton		
401(1)	Asphalt Concrete, Type II, Class B	20	Ton		
729(1)	Geotextile	1820	Sq. Ft.		
Subtotal					\$
Path A3 – Alternate #3					
203(1)	Excavation & Embankment to Include placing Porous Backfill	90	Ton		
203(2)	Excavation & Embankment (Application of Surface Course D-1)	15	Ton		
401(1)	Asphalt Concrete, Type II, Class B	12	Ton		
729(1)	Geotextile	1120	Sq. Ft.		
Subtotal					\$
Path A4 – Alternate #4					
203(1)	Excavation & Embankment to Include placing Porous Backfill	90	Ton		
203(2)	Excavation & Embankment (Application of Surface	15	Ton		

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	Course D-1)				
401(1)	Asphalt Concrete, Type II, Class B	12	Ton		
729(1)	Geotextile	1120	Sq. Ft.		
Subtotal					\$
Path AV1 – Alternate #5					
203(1)	Excavation & Embankment to Include placing Porous Backfill	120	Ton		
203(2)	Excavation & Embankment (Application of Base Course C-1)	140	Ton		
203(3)	Excavation & Embankment (Application of Surface Course D-1)	40	Ton		
729(1)	Geotextile	1750	Sq. Ft.		
Subtotal					\$
TOTAL ALTERNATES (Roads/Pathways) BID					\$
TOTAL BASE + ADDITIVE BIDS					\$

Contractor	
Address	
Phone/Fax	
Authorized Negotiator	

Signature _____

Title _____

Date _____

EXHIBIT C

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
CITY OF DELTA JUNCTION

State of Alaska)
) :ss
_____ Judicial District)

I, _____, of _____
Printed/Typed Name Bidder Firm Name

being duly sworn, do depose and state that:

1. Neither I nor the firm, association, limited liability company or corporation for whom I am acting, as a bidder on the contract to be awarded by the CITY OF DELTA JUNCTION, for the construction of that certain construction project designated:

Project Name:	Delta Junction City Park Paving
Project No.:	CDJ-2017-01

in the CITY OF DELTA JUNCTION, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

2. I further certify that I have taken no action and permitted no inaction which would compromise, impair or defeat the integrity and purpose of the invitation for bids or the bidding process.

Contractor/Bidder

By: _____
Title: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200__.

Notary Public for Alaska
My Commission Expires: _____

EXHIBIT D

STANDARD FORM OF AGREEMENT

STANDARD FORM OF AGREEMENT

CITY OF DELTA JUNCTION
CONTRACT DATE: [TBD]
PROJECT NAME: City of Delta Junction City Park Paving
PROJECT NO.: CDJ-2017-01
IFB NO.: 2017-01
CONTRACT NO.: [TBD]

The parties to this agreement are the Owner,

CITY OF DELTA JUNCTION
2288 Deborah Street
P.O. Box 229
Delta Junction, AK 99737

and the Contractor,

[TBD]

The parties agree that:

ARTICLE 1- WORK

The Contractor shall complete all work shown in the Contract Documents. The Work consists of but is not necessarily limited to:

- 1) Modify the pedestrian entrance at Kimball Street to accommodate handicap users. This includes relocating a portion of the fence to allow for wheelchair entry (Design Drawings, Sheet C1.1) and installing two handicapped parking signs adjacent to the entrance.
- 2) Excavate, Place and Compact Subbase, Base Course, and Asphalt Pavement (where indicated) on paths within the Delta Junction City Park as specified in the plans.

ARTICLE 2 - PROJECT MANAGER

The Owner's Representative for this Project is M2C1 Construction and Engineering, who will act as the Construction Manager/Engineer in connection with the Project.

ARTICLE 3 - CONTRACT TIME

3.1 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 *Dates of Substantial Completion and Final Payment*

A. The Work shall be substantially completed on or before 01 October 2017 and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 01 November 2015.

3.3 *Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The Contractor and Owner agree a failure to complete the Work as described herein constitutes a substantial violation of the Contract Documents as described in Paragraph 15.02.A.4 of the General Conditions. However, without prejudice to any other remedies, at the Owner's sole option, the Contractor may retain the right to complete the Work, provided Contractor shall pay Owner for any damages for delay.

ARTICLE 4- CONTRACT PRICE

4.1 *Lump Sum Contract Price*

A. For all work a Lump Sum of:

_____ Dollars

(\$ _____)

All specific cash allowances are included in the above price and have been computed by Contractor in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 5 - PAYMENT SCHEDULE

The Contractor, not more often than once a month, shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment shall be processed by Construction Manager/Engineer as provided in the General Conditions.

5.1 Prior to Final Completion, Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as approved by Engineer and Owner and less any retainage as provided in Article 14 the General Conditions.

5.2 The Owner, upon recommendation of the Construction Manager/Engineer, shall make final payment of all money due under this Agreement within thirty (30) days of completion and acceptance by Owner as provided in paragraph 14.07 of the General Conditions, subject however to any offsets of damages sustained by Owner.

ARTICLE 6 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the contract between Owner and Contractor, are made a part of this Agreement and consist of the following:

- 6.1 This Agreement (pages 1 through 6, inclusive);
- 6.2 The Contract Documents, consisting of:
 - A. Performance Bond (Contractor Provided);
 - B. Payment Bond (Contractor Provided);
 - C. The Bid Documents, consisting of:
 1. Instructions to bidders;
 2. Bid Schedule;
 3. Non-Collusion Affidavit;
 4. General Conditions;
 5. Special Provisions;
 6. Statement of Work;
 7. Wage Rates;
 8. City of Delta Junction Standard Form of Agreement;
 9. All addenda.
- 6.3 Exhibits to this Agreement consisting of:
 - A. Notice to Proceed;
 - B. Contractor's Bid Form; and
 - C. Documentation submitted by Contractor prior to Notice of Award;
- 6.4 Accepted alternates; and

6.5 Any modifications, including Change Orders, duly prepared and approved pursuant to paragraph 12 of the General Conditions.

6.6 There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7 - MISCELLANEOUS

7.1 Neither Owner nor Contractor, without prior written consent of the other shall assign in whole or in part its interest under any of the Contract Documents; specifically, Contractor shall not assign any money due or to become due without the prior, written consent of Owner. However, if Owner is dissolved as a consequence of the creation of the Deltana Borough, the Deltana Borough shall by operation of law become Owner under this Agreement.

7.2 Without waiver of the prohibitions in paragraph 7.1 of this Agreement, Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to all duties contained in the Contract Documents.

7.3 The Contract Documents constitute the entire agreement between Owner and Contractor, and those Contract Documents supersede all prior negotiations, and may be altered or amended only by a duly executed written instrument.

7.4 Terms used in this Agreement have the meanings set out in the General Conditions, unless the context clearly requires otherwise.

7.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as practicable to expressing the intention of the stricken provision.

7.6 The failure by Owner to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of the right to insist upon future performance.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.1. To induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work. Contractor understands and agrees that any reasonably discoverable varying conditions are the risk of the Contractor under this Agreement.

C. Contractor is familiar with and will comply with all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which, if applicable, have been identified in the Special Provisions; and

(2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Special Provisions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examination, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect progress or performance of the Work or which relate to any aspect of the means, method, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigation, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Owner notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

J. The Contract Documents are generally sufficient to describe and convey that understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - OTHER PROVISIONS

A. The Notice of Award, and not the Contractor's Bid, determines which optional items constitute the Work under this Agreement.

ACCEPTED:

[XXX]
Contractor

By: _____ Date: _____
Title

APPROVED:

CITY OF DELTA JUNCTION
Owner

By: _____ Date: _____
City Administrator

EXHIBIT E

GENERAL CONDITIONS

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
CITY OF DELTA JUNCTION PARK VAULT TOILET INSTALLATION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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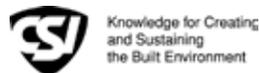
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1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

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

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

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

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment, a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction, which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner, as fiduciary, shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner, as fiduciary, shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner, as fiduciary, shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction that is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity

except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK;
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs

after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an

experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral

satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 *Supplemental Conditions*

A. In the event of a conflict between these General Conditions and the Supplemental Conditions, the Supplemental Conditions will control.

EXHIBIT F

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (Engineers' Joint Contract Documents Committee (EJCDC) No. 1910-8, 1996 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meaning indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC1. CONFLICT WITH GENERAL CONDITIONS

The Supplementary Conditions supplement the General Conditions, Engineers' Joint Contract Documents Committee (EJCDC) Document No. 1910-8 (1996 Edition) Delta Junction City Park Paving. Where conflicts exist between the Supplementary Conditions and the General Conditions, the Supplementary Conditions prevail.

SC1.01.A.4 *Defined Terms*

Delete Subparagraph 1.01.A.4 in its entirety and insert the following in its place:

4. *Asbestos*—Any material that contains sufficient quantities of Asbestos to be defined as Asbestos Containing in any of the laws governing the site location or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

SC1.01.A.19 *Defined Terms*

Delete the definition in its entirety and replace with the following:

ENGINEER— Construction Manager/Engineer -- "M2C1 Construction & Engineering".

SC1.01.A.21 *Defined Terms*

Delete the entire paragraph and insert the following:

21. *Field Order*—A written order or interpretation issued by Construction Manager/Engineer which may require minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times. Orders provided in Design Clarification/Verification Request (DCVR) shall be considered Field Orders.

SC1.01.A.51 *Defined Terms*

Add Item 51 to the list of Defined Terms.

51. *Owner's Project Manager*—The person indicated in Article 2 of the agreement between the Owner and the Contractor.

SC1.01.A.53 *Defined Terms*

Add Item 53 to the list of Defined Terms.

53. *Special Provisions*—That part of the Contract Documents that identifies conditions particular to this project.

SC1.01.A.54 *Defined Terms*

Add Item 54 to the list of Defined Terms.

54. *Lower Tier Claims*—Claims by suppliers, material-men, subcontractors or those performing labor on or for the benefit of the Site made in accordance with Alaska Statutes.

SC1.01.A.55 *Defined Terms*

Add Item 55 to the list of Defined Terms.

55. *Abnormal Weather*—Any deviation beyond the extremes (temperature, wind moisture, etc.) measured by the National Weather Service in the Delta Junction area in the last 20 years for a period 30 days prior or post to a weather condition alleged to have created a delay on the project.

SC1.01.A.56 *Defined Terms*

Add Item 56 to the list of Defined Terms.

56. *Delta Junction Contract Disputes Officer*—The City Administrator of the City of Delta Junction or his or her designee.

SC2.05.C *Before Starting Construction*

Delete the entire paragraph and substitute the following:

"Evidence of Insurance: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, with copies to all other additional insured identified in the Contract Documents, certificates of insurance (and other evidence of insurance which OWNER may require) which CONTRACTOR is required to purchase and maintain in accordance with Article 5 of the General Conditions as modified by the Supplementary Conditions.

*

SC3.01.A *Intent*

Add the following at the end of the paragraph:

In the event of conflicts or discrepancies between the Contract Documents, the CONTRACTOR shall immediately notify the CONSTRUCTION MANAGER/ENGINEER as soon as the discrepancy is found and the CONSTRUCTION MANAGER/ENGINEER shall resolve any such conflicts based upon the following:

1. Where any portion of the Contract Documents is silent on an issue and information on that issue appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall prevail.
2. Where a direct conflict between the Contract Documents exist the document with the highest order of preference shall prevail. The following is the order of precedence (highest first):
 - a. The Agreement
 - b. Addenda, with those of later date having precedence over those of an earlier date.
 - c. The Special Provisions
 - d. The Supplementary Conditions
 - e. The General Conditions (EJCDC document 1910-8)
 - f. The Technical Specifications
 - g. The Drawings
3. Where a direct conflict occurs between two sections of the Technical Specifications and the Drawings contain data on the materials, the Drawings shall indicate which of the Technical Specifications shall take precedence.
4. Where a direct conflict occurs between two of the Drawings, the Drawing of greater scale shall take precedence ($\frac{1}{2}''=1'$ shall be considered a greater scale than $\frac{1}{8}''=1'$ & a scale of $1''=10'$ shall be considered a greater scale than $1''=50'$).

Any work performed by the CONTRACTOR after a discrepancy or conflict is found or should have been found by the CONTRACTOR and before the CONSTRUCTION MANAGER/ENGINEER's resolution hereunder shall be at the CONTRACTOR's sole risk and any costs incurred shall be borne by the CONTRACTOR.

In the event the CONSTRUCTION MANAGER/ENGINEER elects to provide conflict resolution that does not conform to the above order of precedence, an equitable modification as indicated in ARTICLE 10 shall be provided. If the CONSTRUCTION MANAGER/ENGINEER elects to provide conflict resolution that conforms to the above order of precedence, a change condition will not have occurred and a change order will not be issued.

SC4.02.A *Subsurface and Physical Conditions*

Change the word "Supplementary Conditions" to "Special Provisions".

SC4.04.C *Underground Facilities*

Add the following Subparagraph "C" after Subparagraph "B":

- C. Prior to proceeding with any underground work, CONTRACTOR shall;
1. Notify, in writing, all utility owners, with utilities in place on or adjacent to the site, that construction is about to commence.
 2. Coordinate the work with the utility owners and have the utility owner mark all utility locations that might conflict with the work prior to commencement of the work.

SC4.06.A Hazardous Environmental Condition at Site

Change to word "Supplementary Conditions" to "Special Provisions".

SC4.06.C Hazardous Environmental Condition at Site

Delete the words "...with any materials brought to..." and replace with the word "at".

SC4.06.G Hazardous Environmental Condition at Site

Delete the phrase "ENGINEER and ENGINEER's Consultants" from the first sentence.
And;

Change the phrase "... (including but not limited to all fees and charges...) to
"... (including but not limited to all reasonable fees and charges)...". And

Change the phrase "...in this paragraph 4.06.E shall..." to "...in this paragraph shall..."

SC4.06.H Hazardous Environmental Condition at Site

Change to phrase "Nothing in this paragraph 4.06.F shall..." to "Nothing in this
paragraph shall..."

SC5.01.B Performance, Payment, and Other Bonds

After the word "Treasury" add the following: ", rated "A" or better by A. M. Best and
qualified to do business in the State of Alaska per Alaska Statutes."

SC5.03 Certificates of Insurance

Delete the portion of the paragraph from the words "OWNER shall deliver" to the end of
the paragraph. And;

After the end of the sentence that contains the words "...CONTRACTOR is required to
purchase and maintain" add the following:

"At the request of the OWNER, CONTRACTOR shall provide the policy declaration
page, with required endorsements attached thereto showing the type, amount, effective

dates and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number.

Failure to furnish satisfactory evidence of insurance or any lapse of a policy shall, at the OWNER's option, constitute a substantial violation of the Contract Documents as provided in paragraph 15.02.A.4."

SC5.04.B.3 *CONTRACTOR's Liability Insurance*

Between the words "include" and "completed" add the words "products and".

SC5.04.B.5 *CONTRACTOR's Liability Insurance*

Change the words "thirty days" to the words "sixty days".

SC5.04.B.7 *CONTRACTOR's Liability Insurance*

Delete the entire paragraph and substitute the following:

7. All insurance provided hereunder shall be Occurrence policies. Claims-made policies shall not be accepted.

All insurance provided hereunder shall be procured from a company rated "A" or better by A. M. Best Company and qualified to do business in the State of Alaska per Alaska Statutes."

SC5.04.C *CONTRACTOR's Liability Insurance*

Add the following paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, Employers' Liability and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions shall be as required by any applicable law or regulation but in no case shall they be less than the following:

- | | |
|--|------------|
| a. State: | Statutory |
| b. Applicable Federal (e.g. Longshoremen's): | Statutory |
| c. Employer's Liability: | \$ 500,000 |

The CONTRACTOR shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract.

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:

Construction Contract Amount	less than \$2 million	more than \$ 2 million
a. Each Occurrence (Bodily Injury and Property Damage)*	\$2,000,000	\$5,000,000
b. General Aggregate*	\$2,000,000	\$5,000,000
c. Products Completed Operations Aggregate	\$1,000,000	\$1,000,000
d. Personal and Advertising Injury	\$1,000,000	\$1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.		

*Limits may be a combination of primary and excess (umbrella) policy forms

Commercial Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

Combined Single Limit Including Owned, Non-Owned and Hired Automobiles of \$1,000,000

Scheduled Autos may be used in lieu of all Owned, Non-Owned and Hired upon approval of the OWNER and CONSTRUCTION MANAGER/ENGINEER.

4. The insurance shall include the following as additional insureds:

City of Delta Junction, Alaska
 M2C1 Construction & Engineering

SC5.06.A *Property Insurance*

In the event neither of the boxes in this section are marked, delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. 1. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
 - a. include the interests of OWNER, CONTRACTOR, Subcontractors, CONSTRUCTION MANAGER/ENGINEER, ENGINEER’S consultants, and any other individuals or entities identified in the Supplementary Conditions and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - b. be written on a Builder’s Risk “all-risk”, open peril, or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, existing facilities, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage,

theft, vandalism and malicious mischief, earthquake, flood, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

- c. include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects);
 - d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the CONSTRUCTION MANAGER/ENGINEER; and
 - e. allow for partial utilization of the Work by OWNER;
 - f. include testing and start up; and
 - g. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and CONSTRUCTION MANAGER/ENGINEER with 60 days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. CONTRACTOR shall be responsible for any deductible or self-insurance retention.
 3. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Paragraph SGC-5.06.A shall comply with the requirements of Paragraph 5.06.C of the General Conditions.



In the event this box is marked; delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. 1. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
 - include the interests of OWNER, USING AGENCY, CONTRACTOR, Subcontractors, CONSTRUCTION MANAGER/ENGINEER, ENGINEER'S consultants, and any other individuals or entities identified in the Supplementary Conditions and the officers, directors, partners, employees, agents, and other consultants and subcontractors or any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured; or;
 - b. 1. Be written on an "Installation Floater" form, or:

2. Be written on a Builder's Risk "all-risk", open peril, or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, existing facilities, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, flood, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - c. include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects);
 - d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the CONSTRUCTION MANAGER/ENGINEER; and
 - e. allow for partial utilization of the Work by OWNER;
 - f. include testing and start up; and
 - g. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and CONSTRUCTION MANAGER/ENGINEER with 60 days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. CONTRACTOR shall be responsible for any deductible or self-insurance retention.
 4. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Paragraph SGC-5.06.A shall comply with the requirements of Paragraph 5.06.C of the General Conditions.



In the event this box is marked; delete Paragraph 5.06.A in its entirety and insert the following in its place:

Due to the scope of the work of this project, Builder's Risk Insurance is not required.

SC5.06.B *Property Insurance*

The paragraph shall be modified as follows:

Replace the first word "OWNER" with the word "CONTRACTOR".

SC5.06.C Property Insurance

Change the term “30 days” to “60 days”.

SC5.06.D Property Insurance

Delete the paragraph in its entirety.

SC5.06.E Property Insurance

Delete the paragraph in its entirety.

SC5.07.A Waiver of Rights

The paragraph shall be modified as follows:

Delete the first words in the paragraph “OWNER and”, replace the word “intend” on the first line with the word “intends”. On the 3rd sentence of the paragraph delete words “OWNER and”, replace the word “waive” with the word “waives” and replace the words “each other” with the words “the OWNER and CONSTRUCTION MANAGER/ENGINEER”.

SC5.07.B Waiver of Rights

Delete the section in its entirety.

SC5.07.C Waiver of Rights

Delete the section in its entirety.

SC5.09.A Acceptance of Bonds and Insurance; Option to Replace

Delete the words “within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C”

SC5.10.A Partial Utilization. Acknowledgment of Property Insurer

In the first sentence, delete all the words from “...no such use or occupancy...” to “...coverage necessitated thereby.” And replace with “the CONTRACTOR shall ensure that all coverages provided in this Paragraph 5 shall remain in full force and effect.” and;

In the second sentence, change the phrase “property insurance” in both instances to the following “insurance required under this article 5”

SC6.01.B Supervision and Superintendence

Modify the paragraph as follows:

Substitute the words, “without written notice to OWNER and”, with “without the written concurrence of.”

Substitute the words, “except under extraordinary circumstances.”, with “unless he ceases to be in the employ of the CONTRACTOR”.

SC6.05.A Substitutes and “Or-Equals”

Modify the paragraph as follows:

After the word “followed” insert “either,” and;

After the word “permitted” and before the comma insert “, or by words that indicate only the named product or pre-approved equals will be allowed”.

SC6.06.B Concerning Subcontractors, Suppliers, and Others

Change the term “Supplementary Conditions” to the term “Special Provisions”.

SC6.06.C Concerning Subcontractors, Suppliers, and Others

Add the following sentence at the end of Paragraph 6.06.C:

“OWNER or CONSTRUCTION MANAGER/ENGINEER may furnish to any Subcontractor, Supplier, or other individual or entity, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.”

SC6.13.C Safety and Protection

Add the following Paragraph 6.13.C:

“The CONTRACTOR shall coordinate any outages of utilities with all parties affected by such outages. The CONTRACTOR shall abide by all the requirements of utility companies or operators, shall be certain that all affected parties have adequate notice, and shall minimize the number and length of outages. Affected parties may include, but are not limited to, the utility companies, private utility owners, organizations and individuals served by the utilities, the general public, the CONSTRUCTION MANAGER/ENGINEER, other designated representatives of the OWNER and affected Subcontractors. The CONSTRUCTION MANAGER/ENGINEER shall be advised by the CONTRACTOR of any proposed utility outage not less than forty-eight (48) hours (unless a longer period is provided in the contract elsewhere) in advance of the outage. Prior to the outage, the CONTRACTOR shall provide the CONSTRUCTION MANAGER/ENGINEER with satisfactory evidence that appropriate coordination procedures and efforts to comply with applicable requirements have been completed.

The CONTRACTOR shall 1) be entirely responsible for any and all damage sustained by any and all parties affected by utility outages caused by him, whether the outages are

deliberate or accidental, 2) make all necessary efforts to prevent damages, and 3) make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.

The CONTRACTOR shall make arrangements with public or private companies or operators before disconnecting utility services, and shall remove all temporary service connections after their purpose has been served. Existing utility lines shall have the right of way over all other lines, and all such lines encountered by the CONTRACTOR shall be carefully maintained in proper alignment. If the grades at which any line is being laid under the contract intersect with an existing utility line, the CONTRACTOR shall stop laying the line until new grades are established or adjusted by the CONSTRUCTION MANAGER/ENGINEER.”

SC6.21 *Required Licenses*

Add the following Paragraph 6.21:

“6.21 Alaska Business License and Contractor’s License

CONTRACTOR and all of his subcontractors shall have a current Alaska business license and a current Alaska contractor’s license as required by Alaska Statutes. The CONTRACTOR shall be responsible for any additional licenses or permits required in the locality of the work as well as current licenses for all subcontractors and suppliers.”

SC7.02A *Coordination*

Change the term “Supplementary Conditions” to “Special Provisions”.

SC7.02B *Coordination*

Change the term “Supplementary Conditions” to “Special Provisions”.

SC7.03 *Claims Between Contractors*

Add the following new paragraph immediately after paragraph GC-7.02

SC 7.03 Claims Between Contractors

Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR’s performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, CONSTRUCTION MANAGER/ENGINEER or ENGINEER’S consultants, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, CONSTRUCTION MANAGER/ENGINEER, ENGINEER’S consultants and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against

all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, CONSTRUCTION MANAGER/ENGINEER or ENGINEER'S consultants to the extent said claim is based on or arises out of CONTRACTOR'S performance of the Work. Should a separate contractor cause damage to the work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, CONSTRUCTION MANAGER/ENGINEER or ENGINEER'S Consultants or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, CONSTRUCTION MANAGER/ENGINEER or ENGINEER'S Consultants on account of any such damage or Claim.

If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract times shall be CONTRACTOR's exclusive remedy with respect to OWNER, CONSTRUCTION MANAGER/ENGINEER and ENGINEER'S Consultants for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, CONSTRUCTION MANAGER/ENGINEER or ENGINEER'S Consultants for activities that are their respective responsibilities.

SC8.11 *Evidence of Financial Arrangements*

Delete the paragraph in its entirety.

SC9.03.A *Project Representative*

Change the term "Supplementary Conditions" to "Special Provisions".

SC10.05.A *Claims and Disputes*

At the start of the second sentence starting with the word "Notice," add the word "Written". And;

The sentence that begins: "Each Claim shall..." and ends "...of said event." Shall be deleted and the following shall be inserted in its place.

"Each Claim shall be accompanied by Claimant's written statement that: a) the claim is presented under the terms of GC10.05 "Claims"; b) all costs and pricing data are true and accurate and the contractor provides a written certification by the CONTRACTOR to that effect; and c) the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event."

SC10.05.B *Claims and Disputes*

Delete the subparagraphs 1. and 2. And insert the following subparagraph 1.:

1. an appeal from the CONSTRUCTION MANAGER/ENGINEER's decision is received within thirty days of the date of the CONSTRUCTION MANAGER/ENGINEER's final decision to the OWNER's Contract Disputes Officer per Article 16.02, Administrative Appeal.

SC11.01.A.5.C *Cost of the Work*

Add the following:

In the case of equipment rented from the CONTRACTOR, the CONTRACTOR shall provide evidence to the CONSTRUCTION MANAGER/ENGINEER that the costs contained in the rental agreement shall be the lesser of the following methods for cost:

1. The cost is the equivalent to that charged by the majority of equipment rental firms in the locale of the Project, or;
2. The cost is as indicated in the financial records of the CONTRACTOR and assumes equipment life indicated in the financial records of the CONTRACTOR.

SC12.01.B.2 *Change of Contract Price*

Delete the entire section and substitute the following:

where the Work involved is not covered by unit prices contained in the Contract Documents by a mutually agreed lump sum. The CONTRACTOR shall provide lump sum proposals whenever it is requested by CONSTRUCTION MANAGER/ENGINEER. All lump sum proposals of the CONTRACTOR shall indicate overhead and profit (CONTRACTOR'S Fee) expressed as percentages of estimated costs in accordance with Paragraph 12.01.C.2, adequate Cost and Pricing information of Estimated Costs shall be provided as follows:

Estimated Costs: The term Estimated Cost means the sum of all costs necessarily expected to be paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order is determined on the basis of a Lump Sum Proposal the estimated costs to be allowed to CONTRACTOR will be only those additional or incremental estimated costs required because of the change in the Work. Except as otherwise may be agreed to in writing by OWNER, such estimated costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the estimated costs itemized in 2(b).

Estimated payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include foreman and other personnel employed full time at the Site. Estimated payroll costs shall include, and be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays may be included in the above to the extent demonstrated by the progress schedule to be necessary to avoid a delay in the project.

Estimated cost of all materials and equipment furnished and incorporated in the Work, including estimated costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All expected trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall be shown to accrue to OWNER. CONTRACTOR shall make provisions so that they may be obtained.

Estimated payments made by CONTRACTOR to Subcontractors for Work to be performed by Subcontractors. If required by CONSTRUCTION MANAGER/ENGINEER, CONTRACTOR shall obtain three (3) competitive bids from subcontractors, acceptable to CONSTRUCTION MANAGER/ENGINEER and CONTRACTOR, and shall deliver such bids to the CONSTRUCTION MANAGER/ENGINEER, who will determine which bids, if any, will be acceptable. If the CONTRACTOR provides a subcontractor proposal of Estimated Cost for which no acceptable competitive pressure is possible, as described hereinbefore, the Subcontractor's proposal shall provide all Estimated Cost and Pricing data and fees as provided in this paragraph.

Estimated costs of special consultants (including, but not limited to, testing laboratories and surveyors) expected to be employed as a result of the change.

Expected supplemental costs including the following;

The estimated proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR'S employees expected to be incurred in discharge of duties connected with the Change.

Expected cost, including transportation and maintenance, of all materials suppliers, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are expected to be consumed in the performance of the Change and expected cost less expected market value, of such items to be used, but not consumed, and will remain the property of the CONTRACTOR.

Expected rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by CONSTRUCTION MANAGER/ENGINEER, and the expected costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All expected costs shall be in accordance with the terms and conditions of said rental agreements. For rentals to be made from the CONTRACTOR, the rental price to be allowed shall be the going rate determined from

local rental companies or the CONTRACTOR'S standard rate, whichever is lower.

Sales, consumer, use, and other similar taxes related to the Change and for which CONTRACTOR will be liable, imposed by Laws and Regulations.

The expected cost of utilities and fuel related to the Change.

The expected cost of premiums for additional Bonds and insurance to be required because of the changes in the Work.

- b. *Estimated Costs Excluded:* The Estimated Costs shall not include any of the following items:

Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work. The costs for these personnel shall be considered administrative costs covered by the CONTRACTOR's fee.

Estimated expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

Any allowance for CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital to be employed for the Changes and charges against CONTRACTOR for delinquent payments.

Estimated costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

Estimated cost, other than allowed fee, that is expressed as a percentage of any other cost.

Other estimated overhead or general expense cost of any kind and the costs of any item not specifically included in Paragraph 12.01.B.2.

CONTRACTOR's Fee: The allowable fee for all change proposals shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order is determined from a Lump Sum proposal, the CONTRACTOR's fee shall be determined as set forth in Paragraph 12.01.C.

Documentation: Whenever a Lump Sum proposal is provided by the CONTRACTOR, the proposal shall provide all quantity surveys, unit pricing analysis, and summary necessary to adequately describe the expected changes

in cost, be in a form acceptable to CONSTRUCTION MANAGER/ENGINEER, and provide any further information requested by CONSTRUCTION MANAGER/ENGINEER during his review of the proposal. If proposal results in a Change Order, CONTRACTOR will establish and maintain records of actual costs thereof in accordance with generally accepted accounting practices and submit together with supporting data in a form acceptable to CONSTRUCTION MANAGER/ENGINEER, upon request; or;

SC12.01.C.1 Change of Contract Price

Delete Subparagraph 12.01.C.1 in its entirety.

SC12.01.C.2 Change of Contract Price

Subparagraph 12.01.C.2 shall be modified as follows:

Delete the paragraph in its entirety and substitute the following:

A fee based upon the following percentages of the various portions of either the Cost of the Work or the Estimated Cost of the Work:

For costs incurred under Paragraph 11.01.A.1 and 11.01.A.2 and for estimated costs expected to be incurred under Paragraph 12.01.B.2.a.1 and 12.01.B.2.a.2, the CONTRACTOR's fee shall be 15 percent;

for costs incurred under Paragraph 11.01.A.3 and for estimated costs expected to be incurred under Paragraph 12.01.B.2.a.1, the CONTRACTOR's fee shall be five percent;

where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee or Estimated Cost plus a fee, the intent of Paragraph 12.01.C.2 is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred or expected costs to be incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2, in the case of costs and 12.01.B.2.a.1, and 12.01.B.2.a.2 in the case of expected costs, and any higher tier Subcontractor and CONTRACTOR will be paid a fee of five percent of the amount paid to the next lower tier Subcontractor, except in no case will the Fee to all parties exceed a total of 27% of the costs of the lowest tier Subcontractor;

no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B or expected costs itemized under Paragraphs 12.01.B.2.a.4, 12.01.B.2.a.5 and 12.01.B.2.b;

the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost or estimated cost will be the amount of the actual net decrease in costs or estimated cost plus a deduction in CONTRACTOR's fee by an amount equal to 5% of such net decrease and a

deduction in Subcontractor's fee by an amount equal to 5% for each tier not to exceed 16% of such net decrease; and

when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's and/or Subcontractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.e, inclusive.

SC12.03.A Delays Beyond CONTRACTOR's Control

Modify the paragraph as follows:

Change the term "abnormal weather" to "Abnormal Weather".

SC12.06.A.2 Delay Damages

Modify the paragraph as follows:

Change the term "abnormal weather" to "Abnormal Weather". Add "or" to the end of the paragraph.

SC12.06.A.3 Delay Damages

Add the following paragraph:

any delay which is in any way attributable to efforts of the CONTRACTOR to substitute some article or material for an article or material specified in the contract documents, even if the use of such article or material is permitted on the grounds that it is an "approved or pre-approved equal material or article;" or

SC12.06.A.4 Delay Damages

Add the following paragraph:

any delay that occurs without the written notice of the CONTRACTOR to OWNER and CONSTRUCTION MANAGER/ENGINEER within three (3) days of the beginning of any delay which is in the control of the OWNER. In the event of a continuing delay, the CONTRACTOR need only submit one notification of the delay; or

SC12.06.A.5 Delay Damages

Add the following paragraph:

any delay for which the OWNER is not the sole cause of delay to the entire work. The OWNER shall not be considered the cause of delay in any of the following:

If the causes of Delay are partially beyond the control of the OWNER.

If the causes of Delay are partially in the control of the CONTRACTOR.

If a delay, in the control of the OWNER, occurs during any time period for which exists a concurrent delay condition that is either fully or partially in the control of the CONTRACTOR, or a concurrent delay that is either fully or partially beyond the control of the OWNER.

SC12.06.C Delay Damages

Add the following paragraph:

If the construction time is exceeded due to no fault of the OWNER or CONSTRUCTION MANAGER/ENGINEER, the CONTRACTOR shall be responsible for all fees and expenses of the CONSTRUCTION MANAGER/ENGINEER, and other designated OWNER representative in connection with prolonged contract administration, observation, and inspection of construction and other efforts and services reasonably deemed necessary by the OWNER and the CONSTRUCTION MANAGER/ENGINEER. The contract time shall be defined for purposes of this subparagraph as the original contract time modified by any change order extension.

SC13.01 Notice of Defects

Add to the end of the paragraph the following:

“No inspection, approval or occupancy, including, but not limited to, certificates of substantial completion, final inspection, approval, occupancy, or final payment by the OWNER, shall relieve the CONTRACTOR of his obligations to provide the work consistent with the Contract Documents. At the OWNER’s sole option either: 1) The CONTRACTOR shall remedy any and all defects whenever discovered in the Work, or 2) The OWNER shall remedy any and all defects whenever discovered in the Work and shall charge any and all expenses incurred during said remedy to the account of the contract. In the event the costs of the remedy exceed funds due CONTRACTOR, the CONTRACTOR shall reimburse the OWNER the remaining balance”.

SC13.03.B Tests and Inspections

Modify the paragraph as follows:

Change the word “OWNER” to the word “CONTRACTOR” and the word “except” to the word “including”.

At the end of the paragraph add “CONTRACTOR shall employ and pay for the services of an independent testing laboratory acceptable to the CONSTRUCTION MANAGER/ENGINEER and OWNER to perform all tests and inspections not specifically indicated in the Contract Documents to be performed by CONSTRUCTION MANAGER/ENGINEER or OWNER.”

SC13.08.A Acceptance of Defective Work

Add the following to the end of the paragraph "OWNER's acceptance under this paragraph shall only be valid if done in writing and accompanied with an accurate certification by the CONTRACTOR indicating any and all areas of non-compliance and the ramifications of the non-compliance."

SC14.02.A.3 *Progress Payments*

Delete the entire paragraph and insert the following:

The OWNER will retain ten percent (10%) of the amount of each approved Application for Payment until completion and final acceptance of the work covered by the agreement, which shall be paid to the CONTRACTOR per Paragraph 14.07. At any time after completion of 50% of the work, the OWNER, at its sole discretion, may authorize a reduction in the retainage or the method whereby the retainage is calculated. At any time after completion of the Substantial Completion inspection, the OWNER, at its sole discretion, may authorize a further reduction of the retainage.

SC14.07.A.2 *Final Payment*

Delete all of the words from "...of all Lien rights..." to the end of the paragraph and insert the following:

"of all Lower Tier Claim rights arising out of or Lower Tier Claims filed in connection with the Work."

SC15.03.A.3 *Owner May Terminate for Convenience*

After the words "... (including but not limited to all..." add the word "reasonable".

SC16.02 *Administrative Appeal*

Add the following paragraph;

16.02 *Administrative Appeal*

OWNER and CONTRACTOR agree that they shall submit any and all appeals of either the CONSTRUCTION MANAGER/ENGINEER's final decisions (per Article 10.05.B) or assumed decisions (per Article 10.05.C) on claims and counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof for final decision by the OWNER's Contract Disputes Officer. The OWNER's Contract Disputes Officer shall render a written decision within thirty days of the last submittal of the claimant or the last submittal of the opposing party, if any. If the OWNER's Contract Disputes Officer fails to render a decision within thirty days it shall be deemed to be a decision in the favor of the OWNER. The decision of the OWNER's Contract Disputes Officer shall be final and binding upon OWNER and CONTRACTOR unless either party demands Arbitration (per article 16.03) of the claim, counterclaim, dispute or other matter by certified mail

within thirty days of the decision or assumed decision (whichever is earlier) of the OWNER's Contract Disputes Officer.

SC16.03 *Arbitration*

16.03 *Arbitration*

All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except of claims which have been waived by the making or acceptance of final payment as provided by Article 14) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16.03. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16.03 will be specifically enforceable under the prevailing law of any court having jurisdiction.

No demand for arbitration or any other legal process, to the extent permitted in this agreement, may be made or initiated until the procedures and requirements of Articles 10.05 and 16.02 have been exhausted. A party may file a demand for arbitration if the OWNER's Contract Disputes Officer has issued a final decision or a final decision may be assumed due to the passage of thirty days. However, the party loses the power to file such a demand for arbitration if the demand is not sent within the thirty day time period set forth in Article 16.02.A & C and the final decision of the OWNER's Contract Disputes Officer shall become final and binding.

Notice of the demand for arbitration shall be filed in writing and sent by certified mail to the other party to the Agreement and to the American Arbitration Association. The demand for arbitration shall be made within thirty days after the final decision of the OWNER's Contract Disputes Officer as provided in paragraph 16.02.A as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including CONSTRUCTION MANAGER/ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration.

such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph: but no such consent shall constitute consent to arbitration of any dispute not specifically described in

such consent or to arbitration with any party not specifically identified in such consent.

All decisions issued under this article are reviewable pursuant to the Alaska Uniform Arbitration Act, AS 09.43. Any such review shall be brought in the Alaska Superior Court, Fourth Judicial District, Fairbanks, Alaska.

The appointment of arbitrators shall be as follows:

For claims less than \$100,000, there shall be one arbitrator. If the parties do not agree on an arbitrator after review of two lists of arbitrators from the American Arbitration Association (AAA) then the AAA itself, pursuant to its own Construction Industry Arbitration Rules (CIAR), may choose the arbitrator.

For claims of \$100,000 or more, there shall be a panel of three arbitrators. Both parties shall agree to each arbitrator. If the parties cannot agree on three arbitrators after review of two lists from the American Arbitration Association, then the AAA itself, pursuant to its rules, may choose the remaining member(s).

After certification of an arbitrator or panel, the CONTRACTOR shall permit the OWNER sufficient access to the CONTRACTOR's books and records to permit an audit of those records relating to the CONTRACTOR's claims. The OWNER may conduct such an audit after certification of the arbitrator or panel.

In claims for less than \$100,000, each party may take the following discovery from the other; one deposition and one request for production of documents. In claims for \$100,000 or more, each party may take the following discovery from the other: two depositions, one set of no more than fifteen interrogatories, and one set of requests for production of documents.

Regardless of the amount of the claim, if the fair market value of equipment, or any other tangible or intangible property (including the value of a business) is in dispute, then both parties shall allow reasonable access to their premises and records for the purpose of viewing and evaluating such property.

The arbitrator or panel may enforce the discovery permitted by this Article, and discovery under this article shall be substantially similar to the Alaska Rules of Civil Procedure.

Pursuant to AS 09.43.100, the parties agree to divide the costs of arbitration as follows:

Each party shall bear its own expenses, including attorney's fees, witness fees, transportation costs, reproduction costs, and other similar expenses related to its prosecution or its own claim or defense. Any other expenses shall be divided in accordance with CIAR.

2. The parties agree to pay the Arbitrator's Fee and expenses as follows: Each party shall pay $\frac{1}{2}$ of the Arbitrator's Fees and expenses regardless of the outcome of the arbitration proceedings.

A dispute on the timeliness of a demand for a final decision of the OWNER's Contract Disputes Officer or a demand for arbitration shall be considered in the same manner as all other disputes and shall first be remanded to the CONSTRUCTION MANAGER/ENGINEER for a decision. If either party disputes the decision of the CONSTRUCTION MANAGER/ENGINEER, he shall, within the time limits set forth in

paragraph 10.05.B appeal to the OWNER's Contract Disputes Officer. If either party disputes the final decision of the OWNER's Contract Disputes Officer he shall within the time limits set forth in Article 16 request arbitration on the timeliness issue.

SC17.05.A *Interpretation, Controlling Law & Venue*

Change the title of paragraph 17.05 to "Interpretation, Controlling Law & Venue"

Delete the words "state in which the Project is located.", and insert the following: "State of Alaska with venue in the Fourth Judicial District at Fairbanks, Alaska. All suits, claims or arbitration reviews to the extent allowed in the agreement shall be brought only in the Alaska Superior Court, Fourth Judicial District at Fairbanks, Alaska. All parties have been afforded the opportunity to review this contract prior to signing with the assistance of counsel. This contract shall not be interpreted against the drafter.

SC18 EQUAL EMPLOYMENT OPPORTUNITY

Add the following Paragraph 18 to the General Conditions:

18. *EQUAL EMPLOYMENT OPPORTUNITY*

The CONTRACTOR will not discriminate against any employee or any applicant for employment for any unlawful reason.

The CONTRACTOR will make all necessary efforts to ensure, with respect to both his organization and his subcontractor, that the non-discrimination provisions of Paragraph 18.1 shall be included in, but not limited to, the following actions: 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.

The CONTRACTOR shall furnish all information and reports which may be or become required by federal or state agencies and will permit access to his books, record and accounts by such agencies for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

SC19 WAGE RATES, REGULATIONS, AND LABOR STANDARDS

Add the following Paragraph 19 to the General Conditions:

19. *WAGE RATES, REGULATIONS, AND LABOR STANDARD*

The CONTRACTOR, and any subcontractors, regardless of tier, shall pay all employees unconditionally and not less than once a week.

The wages paid by the CONTRACTOR, and any subcontractors, regardless of tier, may not be less than those stated in the advertised specifications, regardless of the

contractual relationship between the CONTRACTOR or any subcontractors and laborers, mechanics or field surveyors;

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.

The CONTRACTOR and any subcontractors, regardless of tier, shall comply with all applicable provisions of Title 36 of the Alaska Statutes including AS 36.90.210 and all other applicable Federal, State and Local laws.

The CONTRACTOR and each subcontractor, regardless of tier, shall, before the Friday of each week, file with the Alaska Department of Labor a sworn affidavit for the previous week, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and such other information which the Alaska Department of Labor requires. The CONTRACTOR and all subcontractors shall also submit a copy of the certified payroll and transmittal letter to the agency noted above to the CONSTRUCTION MANAGER/ENGINEER.

The OWNER shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between:

the rates of wages required by the contract to be paid laborers, mechanics or field surveyors on the work, and

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

19.7 In the event, CONTRACTOR or any subcontractor, regardless of tier, is found to have paid any laborer, mechanic, or field surveyor a rate of wages less than the rate of wages required by the contract to be paid or any other violation of this Article, the OWNER may, at its option, consider the violation to constitute a substantial violation of the Contract Documents as provided in paragraph 15.02.A.4.

End of Supplementary Conditions

EXHIBIT G

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SP1 CONFLICT WITH GENERAL CONDITIONS & SUPPLEMENTARY CONDITIONS

The Special Provisions supplement the General Conditions and the Supplementary Conditions. Where conflicts exist between the Special Provisions and the General or Supplementary Conditions, the Special Provisions shall prevail.

SP2 BUSINESS OFFICE

For the duration of the contract, the CONTRACTOR shall maintain a business office staffed during normal working hours (8:00 am to 5:00 pm) Monday through Friday, excluding holidays. This office shall be provided with commercial communications, and maintain personnel familiar with the contract requirements.

SP3 USING AGENCY

Not Applicable

SP4 REPORTS

Subsurface and Physical Conditions

As provided in GC4.02.A (as modified by the Supplementary Conditions), the following is a listing of the Reports and Drawings, the reports of explorations and tests of subsurface conditions at or contiguous to the Site that were relied upon by the CONSTRUCTION MANAGER/ENGINEER in the preparation of the Contract Documents:

Local historic knowledge of existing geotechnical conditions.

The technical data CONTRACTOR may use is:

Same

Hazardous Environmental Condition at the Site

As provided in GC4.06.A (as modified by the Supplementary Conditions), the following is a listing of the drawings and reports indicating Hazardous Environmental Conditions at the Site that were relied upon by the CONSTRUCTION MANAGER/ENGINEER in the preparation of the Contract Documents:

There is no historic knowledge or records of existing Hazardous Environmental Conditions at the Site.

3. The technical data upon which the CONTRACTOR may rely is:

Same

4. Special Conditions at the Site

None

SP5 IDENTITY OF SUBCONTRACTORS, SUPPLIERS AND OTHER INDIVIDUALS

As provided in GC6.06.B (as modified by the Supplementary Conditions), the following Subcontractors, Suppliers and other Individuals are to be submitted to OWNER in advance for acceptance. List shall be provided at least 5 days prior to contract execution.

Any Tier II Subcontractors or Consultants to be utilized.

SP6 COORDINATION

- A. As provided in GC7.02.A (as modified by the Supplementary Conditions), the following is a listing of Other Work at the site for which coordination is required. No other work is anticipated at the site.
- B. As provided in GC7.02.B (as modified by the Supplementary Conditions), the following is a listing of other work for which the CONTRACTOR is responsible for coordination. No other work is anticipated at the site.

SP7 RESIDENT PROJECT REPRESENTATIVE

As provided in GC9.03.A (as modified by the Supplementary Conditions), the CONSTRUCTION MANAGER/ENGINEER will have a Resident Project Representative for a portion of the Project. The authority of the Resident Project Representative shall be the following;

Resident Project Representative's authority and responsibility areas stated in GC9.10 E.

End of Special Provisions

EXHIBIT H

LABORER'S AND MECHANIC'S MINIMUM RATES OF PAY

(EFFECTIVE 01 April 2017)

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2017
Issue 34

Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600

ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
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April 1, 2017

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2017.

All projects with a final bid date of April 11, 2017, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,


Heidi Drygas
Commissioner

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

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

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

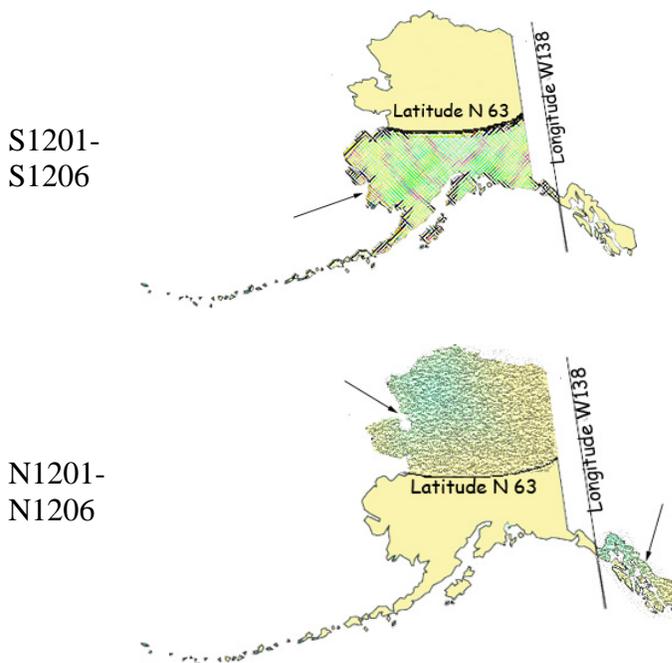
Sec. 36.05.900. Definition.

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

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

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



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**** NEW ** APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

- | | | |
|---------------|-----------------------------------|--------------------------|
| Boilermakers | Elevator Constructors & Mechanics | Plumbers and Pipefitters |
| Bricklayers | Insulation Workers | Roofers |
| Carpenters | Ironworkers | Sheetmetal Workers |
| Cement Masons | Laborers | Surveyors |

Culinary Workers
Electricians
Equipment Operators

Mechanics
Millwrights
Painters
Piledriving Occupations

Sprinkler Fitters
Truck Drivers
Tug Boat Workers
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

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

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

Company Name

Debarment Expires

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

A0101	Boilermaker (journeyman)	44.26	8.57	15.34	1.60	VAC 3.00	SAF 0.34	73.11
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	40.81	9.53	8.50	0.55	L&M 0.15	0.49	60.03
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Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
Terrazzo Worker
Tile Setter

A0202	Tuck Pointer Caulker	40.81	9.53	8.50	0.55	L&M 0.15	0.49	60.03
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Cleaner (PCC)

A0203	Marble & Tile Finisher	34.79	9.53	8.50	0.55	L&M 0.15	0.49	54.01
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Terrazzo Finisher

A0204	Torginal Applicator	38.83	9.53	8.50	0.55	L&M 0.15	0.49	58.05
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	38.34	9.78	14.56	0.70	L&M 0.10	SAF 0.15	63.63
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10		58.01
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Application of Sealing Compound
Application of Underlayment
Building, General
Cement Mason (journeyman)
Concrete

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

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401 Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Concrete Paving
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Spackling/Skim Coating

N0402 Group II, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Form Setter

N0403 Group III, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Concrete Saw (self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator

N0404 Group IV, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder
- Tunnel Worker

N0405 Group V, including:	37.75	7.43	11.80	1.18	L&M 0.10	58.26
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- Plasterer

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401 Group I, including:	37.25	7.43	11.80	1.18	L&M 0.10	57.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

							L&M	
S0401	Group I, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
S0402	Group II, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Form Setter							
S0403	Group III, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
S0404	Group IV, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
S0405	Group V, including:	37.50	7.43	11.80	1.18	0.10		58.01
	Plasterer							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers * See note on last page							
A0501	Baker/Cook	25.67	7.25	6.66		LEG 0.07	39.65
A0503	General Helper	22.67	7.25	6.66		LEG 0.07	36.65
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	7.25	6.66		LEG 0.07	40.20
A0505	Head Housekeeper	23.04	7.25	6.66		LEG 0.07	37.02
	Head Kitchen Help						
Dredgemen							
**See note on last page if remote site							
A0601	Assistant Engineer	39.51	9.30	12.25	1.00	L&M 0.10	62.16
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.35	9.30	12.25	1.00	L&M 0.10	61.00
A0603	Fireman	38.79	9.30	12.25	1.00	L&M 0.10	61.44
A0605	Leverman Clamshell	42.04	9.30	12.25	1.00	L&M 0.10	64.69
A0606	Leverman Hydraulic	40.28	9.30	12.25	1.00	L&M 0.10	62.93
A0607	Mate & Boatman	39.51	9.30	12.25	1.00	L&M 0.10	62.16
A0608	Oiler (dredge)	38.79	9.30	12.25	1.00	L&M 0.10	61.44
Electricians							
A0701	Inside Cable Splicer	39.82	12.67	13.01	0.95	L&M 0.20 LEG 0.15	66.80

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Electricians

A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.67	13.25	0.95	L&M	LEG	66.71
A0703	Power Cable Splicer	52.27	12.67	18.76	0.95	0.20	0.15	85.00
A0704	Tele Com Cable Splicer	47.45	12.67	15.44	0.95	L&M	LEG	76.86
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.67	18.71	0.95	L&M	LEG	83.20
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.67	18.56	0.95	L&M	LEG	78.23
A0707	Straight Line Installer - Repairman	45.70	12.67	15.39	0.95	L&M	LEG	75.06
A0708	Powderman	48.52	12.67	18.65	0.95	L&M	LEG	81.14
A0710	Material Handler	26.57	11.97	4.78	0.15	L&M	LEG	43.77
A0712	Tree Trimmer Groundman	27.17	12.67	11.56	0.15	L&M	LEG	51.85
A0713	Journeyman Tree Trimmer	35.84	12.67	11.82	0.15	L&M	LEG	60.78
A0714	Vegetation Control Sprayer	39.29	12.67	11.92	0.15	L&M	LEG	64.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.67	12.96	0.95	L&M	LEG	65.00

Elevator Workers

A0802	Elevator Constructor	37.63	15.28	15.71	0.60	L&M	VAC	72.95
A0803	Elevator Constructor Mechanic	53.76	15.28	15.71	0.60	L&M	VAC	91.62

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	9.51	1.20		SAF	58.75
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	9.51	1.20		SAF	58.75
A0904	Insulator, Group II	38.68	9.24	9.51	1.20		SAF	58.75
A0905	Fire Stop	38.68	9.24	9.51	1.20		SAF	58.75

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	8.33	19.87	1.57		L&M	IAF	66.58
	Bender Operators								
	Bridge & Structural								
	Machinery Mover								
	Ornamental								
	Reinforcing								
	Rigger								
	Sheeter								
	Signalman								
	Stage Rigger								
	Toxic Haz-Mat Work								
	Welder								
A1102	Helicopter	37.25	8.33	19.87	1.57		L&M	IAF	67.58
	Tower (energy producing windmill type towers to include nacelle and blades)								
A1103	Fence/Barrier Installer	32.75	8.33	19.62	1.47		L&M	IAF	62.73
	Guard Rail Installer								
A1104	Guard Rail Layout Man	33.49	8.33	19.62	1.47		L&M	IAF	63.47

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

**See note on last page if remote site

N1201	Group I, including:	30.55	8.21	17.06	1.25		L&M	LEG	57.47
	Asphalt Worker (shovelman, plant crew)								

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

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

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20 57.47
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20 58.47

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

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

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

**See note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20 58.47
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Scaffold Building & Erecting						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						
	Timberman						

					L&M	LEG	
N1203	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20 59.37
	Bit Grinder						
	Camera/Tool/Video Operator						
	Guardrail Machine Operator						
	High Rigger & Tree Topper						
	High Scaler						
	Multiplate						
	Plastic Welding						
	Slurry Seal Squeegee Man						
	Traffic Control Supervisor						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1203	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	35.73	8.21	17.06	1.25	0.20	0.20	62.65

Asphalt Raker, Asphalt Belly Dump Lay Down
 Drill Doctor (in the field)
 Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
 Licensed Powderman
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayers
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
N1205	Group IV	20.12	8.21	17.06	1.25	0.20	0.20	47.04

Final Building Cleanup
 Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	39.27	5.50	17.06	1.25	0.20	0.20	63.48

Federally Licensed Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20	57.47

Asphalt Worker (shovelman, plant crew)
 Brush Cutter
 Camp Maintenance Laborer
 Carpenter Tender or Helper
 Choke Setter, Hook Tender, Rigger, Signalman
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)
 Crusher Plant Laborer
 Demolition Laborer
 Ditch Digger
 Dumpman
 Environmental Laborer (hazard/toxic waste, oil spill)
 Fence Installer
 Fire Watch Laborer
 Flagman

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

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

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	57.47
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
S1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	58.47
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

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

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

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47

- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
S1203	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	35.73	8.21	17.06	1.25	0.20	0.20	62.65

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

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

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

**See note on last page if remote site

						L&M	LEG	
S1205	Group IV	20.12	8.21	17.06	1.25	0.20	0.20	47.04
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
S1206	Group IIIB	39.27	5.50	17.06	1.25	0.20	0.20	63.48
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Millwrights

						L&M		
A1251	Millwright (journeyman)	36.74	9.78	12.21	1.00	0.40	0.05	60.18

						L&M		
A1252	Millwright Welder	37.74	9.78	12.21	1.00	0.40	0.05	61.18

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N1301	Group I, including:	32.07	8.03	11.10	1.08	0.07		52.35
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							

						L&M		
N1302	Group II, including:	32.59	8.03	11.10	1.08	0.07		52.87
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1302	Group II, including:	32.59	8.03	11.10	1.08	L&M 0.07	52.87
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	38.63	8.03	12.46	1.05	0.05	60.22
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.31	8.03	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1301	Group I, including :	30.31	8.03	10.85	1.08	L&M 0.07	50.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	31.56	8.03	10.85	1.08	L&M 0.07	51.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	31.66	8.03	10.85	1.08	L&M 0.07	51.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1304	Group IV, including:	38.63	8.03	11.71	1.08		L&M	59.52
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	29.31	8.03	5.02	0.83		L&M	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Piledrivers

**See note on last page if remote site

A1401	Piledriver	38.34	9.78	14.56	0.70		L&M	IAF	63.63
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

A1402	Piledriver-Welder/Toxic Worker	39.34	9.78	14.56	0.70		L&M	IAF	64.63
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A1403	Remotely Operated Vehicle Pilot/Technician	42.65	9.78	14.56	0.70		L&M	IAF	67.94
	Single Atmosphere Suit, Bell or Submersible Pilot								

A1404	Diver (working) ***See note on last page	82.45	9.78	14.56	0.70		L&M	IAF	107.74
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A1405	Diver (standby) ***See note on last page	42.65	9.78	14.56	0.70		L&M	IAF	67.94
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A1406	Dive Tender ***See note on last page	41.65	9.78	14.56	0.70		L&M	IAF	66.94
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A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	9.78	14.56	0.70		L&M	IAF	69.19
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Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.81	8.25	14.60	1.25		L&M	S&L	66.01
	Plumber								

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

Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.81	8.25	14.60	1.25	L&M	S&L	66.01
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Welder

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	39.85	8.88	12.72	1.25	L&M		62.90
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Plumber

Welder

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	38.02	12.97	11.25	2.50	L&M		64.98
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Plumber

Welder

Power Equipment Operators
 **See note on last page if remote site

A1601	Group I, including:	40.28	9.30	12.25	1.00	L&M		62.93
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
 - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)

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

Power Equipment Operators

**See note on last page if remote site

					L&M	
A1601 Group I, including:	40.28	9.30	12.25	1.00	0.10	62.93
Drag Scraper, Yarder, and similar types						
Drilling Machines, Core, Cable, Rotary and Exploration						
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
Helicopters						
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
Hydro Ax, Feller Buncher & similar						
Hydro Excavation (Vac-Truck and Similar)						
Licensed Line & Grade						
Loaders (2 1/2 yards through 5 yards, including all attachments):						
(a) Forklifts (with telescopic boom & swing attachment)						
(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
(c) Loaders, (with forks or pipe clamp)						
(d) Loaders, (elevating belt type, Euclid & similar types)						
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)						
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
Micro Tunneling Machine						
Mixers: Mobile type with hoist combination						
Motor Patrol Grader						
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
Operator on Dredges						
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
Plant Operator (Asphalt & Concrete)						
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
Remote Controlled Equipment						
Scraper (through 40 yards)						
Service Oiler/Service Engineer						
Shot Blast Machine						
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)						
Sideboom (under 45 tons)						
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)						
Sub Grader (Gurries, Reclaimer & similar types)						
Tack Tractor						
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter						
Unlicensed Off-Road Hauler						
Wate Kote Machine						

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

Power Equipment Operators

**See note on last page if remote site

A1602 Group IA, including:	42.04	9.30	12.25	1.00	L&M 0.10	64.69
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- Camera/Tool/Video Operator (Slipline)
- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
 - (a) Clamshells & Draglines (over 3 yards)
 - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

A1603 Group II, including:	39.51	9.30	12.25	1.00	L&M 0.10	62.16
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Grade Checker
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.79	9.30	12.25	1.00	L&M 0.10	61.44
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

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

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1604	Group III, including:	38.79	9.30	12.25	1.00	0.10	61.44
	Compressor						
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Athey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 200 k.w.)						
	Pumps, Water						
	Roller (other than Asphalt)						
	Saws, Concrete						
	Skid Hustler						
	Skid Steer (with all attachments)						
	Stake Hopper						
	Straightening Machine						
	Tow Tractor						

						L&M	
A1605	Group IV, including:	32.58	9.30	12.25	1.00	0.10	55.23
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

						L&M	
A1701	Rofer & Waterproofer	44.62	11.75	2.91	0.81	0.10	0.03 60.22
A1702	Rofer Material Handler	31.23	11.75	2.91	0.81	0.10	0.03 46.83

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

Sheet Metal Workers, Region I (North of N63 latitude)

						L&M	
N1801	Sheet Metal Journeyman	47.13	10.16	10.64	1.45	0.12	69.50

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

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

						L&M	
S1801	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	0.37	65.38

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Sheet Metal Workers, Region II (South of N63 latitude)

S1801	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	L&M 0.37	65.38
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	46.00	9.17	13.65	0.47	L&M 0.25	69.54
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.81	10.58	10.39	1.35	L&M 0.10	65.23
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A2002	Party Chief	41.22	10.58	10.39	1.35	L&M 0.10	63.64
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A2003	Line & Grade Technician/Office Technician	40.62	10.58	10.39	1.35	L&M 0.10	63.04
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.50	10.58	10.39	1.35	L&M 0.10	60.92
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A2005	Stake Hop/Grademan	35.57	10.58	10.39	1.35	L&M 0.10	57.99
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A2006	Chain Person (for crews with more than 2 people)	34.16	10.58	10.39	1.35	L&M 0.10	56.58
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.59	10.58	10.39	1.35	L&M 0.10	62.01
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

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

Truck Drivers

**See note on last page if remote site

						L&M	
A2101	Group I, including:	39.59	10.58	10.39	1.35	0.10	62.01

- Material Coordinator and Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

						L&M	
A2102	Group 1A including:	40.86	10.58	10.39	1.35	0.10	63.28

- Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
- Jeeps (driver under load)

						L&M	
A2103	Group II, including:	38.33	10.58	10.39	1.35	0.10	60.75

- All Deltas, Commanders, Rollagons, & similar equipment
- Boom Truck/Knuckle Truck (over 5 tons)
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Lowboys (including attached trailers & jeeps up to & including 8 axles)
- Mechanics
- Partsman
- Ready-mix (over 7 yards up to & including 12 yards)
- Stringing Truck
- Super Vac Truck/Cacasco Truck/Heat Stress Truck
- Turn-O-Wagon or DW-10 (not self loading)

						L&M	
A2104	Group III, including:	37.51	10.58	10.39	1.35	0.10	59.93

- Batch Trucks (8 yards & up)
- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Oil Distributor Driver
- Thermal Plastic Layout Technician
- Traffic Control Technician

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

Truck Drivers

**See note on last page if remote site

A2104 Group III, including:	37.51	10.58	10.39	1.35	0.10	L&M	59.93
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.93	10.58	10.39	1.35	0.10	L&M	59.35
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	36.17	10.58	10.39	1.35	0.10	L&M	58.59
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

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

Truck Drivers
 **See note on last page if remote site

						L&M	
A2106	Group V, including:	36.17	10.58	10.39	1.35	0.10	58.59
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 **See note on last page if remote site

						L&M	LEG
N2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	60.53
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	34.71	8.21	17.06	1.25	0.20	61.63
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	35.70	8.21	17.06	1.25	0.20	62.62
	Miner						
	Retimberman						

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

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

**See note on last page if remote site

					L&M	LEG	
N2204	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	66.22
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					L&M	LEG	
N2206	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	67.41
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

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

**See note on last page if remote site

					L&M	LEG	
S2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	60.53
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

					L&M	LEG	
S2202	Group II, including:	34.71	8.21	17.06	1.25	0.20	61.63
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					L&M	LEG	
S2203	Group III, including:	35.70	8.21	17.06	1.25	0.20	62.62
	Miner						
	Retimberman						

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

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

**See note on last page if remote site

						L&M	LEG	
S2204	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	0.20	66.22
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	0.20	67.41
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M		
A2207	Group I	44.31	9.30	12.25	1.00	0.10		66.96
A2208	Group IA	46.24	9.30	12.25	1.00	0.10		68.89
A2209	Group II	43.46	9.30	12.25	1.00	0.10		66.11
A2210	Group III	42.67	9.30	12.25	1.00	0.10		65.32
A2211	Group IV	35.84	9.30	12.25	1.00	0.10		58.49

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

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

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

EXHIBIT I

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The Technical Specifications have been organized under the format of the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction 2017 Edition (ASSHC).

Only the portions of the ASSHC that are specifically incorporated by reference herein shall apply to this project. All modifications to the ASSHC, which are applicable to this Contract, are written out in these Technical Specifications, by Subsection.

Such modifications, as incorporated and provided herein, shall govern over any discrepancies in the Standard Specifications.

In the event of any conflict or inconsistency between contract documents, the order of descending precedence shall be as follows: The Agreement, Addenda (with those of later date having precedence over those of an earlier date), The Special Provisions; The Supplementary Conditions; The General Conditions (EJCDC document 1910-8); The Technical Specifications; and The Drawings.

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Section 703	Aggregates
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DIVISION 100 GENERAL PROVISIONS

General: Where conflicts exist between Division 100 of the Standard State Specifications and the (EJCDC) General Conditions, Supplementary or Special Conditions, the latter documents prevail, Division 100 specifications will only be included when referenced directly herein, or referenced indirectly from those sections of the Standard State Specifications included herein.

**SECTION 101
DEFINITIONS AND TERMS**

Include the following subsections:

- 101-1.01 General
- 101-1.02 Acronyms
- 101-1.03 Definitions

Make modifications as described herein:

Contract

Delete in its entirety and substitute the following:

“The Contract is the Agreement as defined in Article 1 Definitions, of the General Conditions.”

Contracting Officer

Change “Commissioner” to the City Council/Mayor and Contracting Officer to City Administrator.”

Department

Delete in its entirety and substitute the following:

The City of Delta Junction.

Engineer

Delete in its entirety and substitute the following:

Replace with Construction Manager/Engineer -- “M2C1 Construction & Engineering”

Highway, Street, or Road

Includes Paths for this project

Special Provisions

Delete in its entirety and substitute the following:

Technical Specifications.

State

Delete in its entirety and substitute the following:

The City of Delta Junction.

SECTION 104
SCOPE OF WORK

Include the following subsections:

104-1.01 Intent of Contract

Add the following:

This intent of this project is to make improvements to the Delta Junction City Park, with the following parts:

- 1) Modify the pedestrian entrance at Kimball Street to accommodate handicap users. This includes relocating a portion of the fence to allow for wheelchair entry (Design Drawings, Sheet C1.1) and installing two handicapped parking signs adjacent to the entrance.
- 2) Excavate, Place and Compact Subbase, Base, Surface Course, and Asphalt Pavement (where indicated) on paths within the Delta Junction City Park as specified in the plans and the following table:

City Park Paving Project 2017															
BASELINE SCOPE															
MATERIAL DATA										MATERIAL CALCULATIONS					
Base/Alt.	Path Name	Subbase Porous Backfill Depth (Ft)	Base Course Depth (Ft)	Surface Course Depth (Ft)	Asphalt Depth (Ft)	Base Course Width (Ft)	Surface Course Width (Ft)	Paving Width (Ft)	Length (~Ft)*	Paving Area (~Sq. Ft.)	Porous Backfill (~Tons)	Base Course (C-1) (~Tons)	D-1 (~Tons)	Asphalt (~Tons)	Geotextile (~Sq. Ft.)
BASE BID	B1	2	1	1/6	1/6	7	5	3	175	525	130	91	11	7	1225
BASE BID	B2	0	1	1/6	1/6	14	12	10	350	3500	0	363	52	44	4900
BASELINE SCOPE TOTALS=										4025	130	454	63	51	6125
ADDITIVE ALTERNATE OPTIONS															
MATERIAL DATA										MATERIAL CALCULATIONS					
Base/Alt.	Path Name	Subbase Porous Backfill Depth (Ft)	Base Course Depth (Ft)	Surface Course Depth (Ft)	Asphalt Depth (Ft)	Base Course Width (Ft)	Surface Course Width (Ft)	Paving Width (Ft)	Length (~Ft)*	Paving Area (~Sq. Ft.)	Porous Backfill (~Tons)	Base Course (C-1) (~Tons)	D-1 (~Tons)	Asphalt (~Tons)	Geotextile (~Sq. Ft.)
ALT #1	A1	2	1	1/6	1/6	7	5	3	80	240	60	42	5	3	560
ALT #2	A2	0	1	1/6	1/6	14	12	10	130	1300	0	135	20	17	1820
ALT #3	A3	0	1	1/6	1/6	14	12	10	80	800	0	83	12	10	1120
ALT #4	A4	0	1	1/6	1/6	14	12	10	80	800	0	83	12	10	1120
ALT #5	AV1	1	1	1/3	0	14	12	0	125	N/A	112	130	38	0	1750
ADDITIVE ALTERNATIVE TOTALS=										3140	172	473	87	40	6370
*All numbers are approximate. Contractor responsible for verifying path lengths and material quantities															
*Porous Backfill to be 3" minus															
*Surface Course to be D1															
*Surface Course and Asphalt thickness to be 2"															

104-1.05 Cleanup

CONTROL OF WORK

Include the following subsection:

105-1.03 Conformity with Plans and Specifications
105-1.04 Coordination of Plans, Specifications, and Special Provisions

SECTION 106 CONTROL OF MATERIAL

Include the following subsections:

106-1.01 Source of Supply and Quality Requirements

Delete in its entirety and substitute the following:

Furnish all materials required to complete the work.
Furnish only materials that meet Contract requirements.

106-1.02 Local Material Sources

Delete item 2. Inspection and Acceptance
Delete item 3. Awareness Training
For item 4. Type of Sources, delete types 4b., 4c., and 4d., and 4e.
Delete item 5. Rights, Permits, and Plan Approvals for Material Sources.

106-1,03 Testing and Acceptance

Delete in its entirety and substitute the following:

1. The Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing. The Contractor shall submit name of testing laboratory in writing to Construction Manager/Engineer for approval. At the Construction Manager/Engineer request, the Contractor shall provide additional information on the proposed testing laboratory, including Bureau of Standards Certification.

Employment of a testing laboratory shall in no way relieve the Contractor of his obligation to perform work in accordance with requirements of contract documents.

All tests shall conform to requirements of standard for testing referenced in individual specifications sections.

2. The Laboratory shall be licensed to operate in the State of Alaska.

The Laboratory shall have a full-time Engineer registered in Alaska on staff to review services.

Testing equipment shall be calibrated at reasonable intervals with devices of accuracy traceable to either NBS standards or accepted values of natural physical constants.

3. Contractor Submittals

A. Prior to start of work, submit testing laboratory name, address, and telephone number.

B. Prior to start of work, submit written quality assurance plan for testing services for Project.

4. The Laboratory shall provide qualified personnel at the site after due notice.

The Laboratory shall perform specified inspections, sampling, and testing of materials and products in accordance with specified standards.

The Laboratory shall ascertain compliance of materials and mixes with the requirements of the contract documents.

The Laboratory shall promptly notify Construction Manager/Engineer and Contractor of any observed irregularities or non-conformance of work or products.

5. Laboratory Reports

After each inspection and test, the Laboratory shall promptly submit copies of the Laboratory report to Construction Manager/Engineer and to Contractor. The report shall include: Date issued, project title and number, name of inspector, date and time of sampling or inspection, identification of product and specifications section, location in the project, type of conformance with contract documents. When requested by Construction Manager/Engineer, the Laboratory shall provide the interpretation of test results.

6. Limits on Testing Laboratory Authority

The Laboratory may not alter any requirements of contract documents.

The Laboratory may not approve or reject any portion of the work.

The Laboratory may not assume any duties of Contractor or Construction Manager/Engineer.

The Laboratory has no authority to stop work

7. Contractor Responsibilities

The Contractor shall cooperate with Laboratory personnel, and provide access to work.

The Contractor shall provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and to provide storage and curing of test samples.

The Contractor shall be responsible for scheduling all inspections and testing.

The Contractor shall notify Construction Manager/Engineer and Laboratory 24 hours prior to expected time of operations requiring inspection and testing services

8. Field Quality Control

Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

Allow testing agency to inspect and test subgrades and each fill or backfill layer.

When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

8. Tests Required

A. Characterization, Gradation, and standard Density Tests

Existing materials: One test of each soil stratum encountered. Subsequent verification and approval of other subgrades and satisfactory soils may be used on a visual comparison of subgrades and satisfactory soils with tested subgrade and satisfactory soils when approved by Construction Manager/Engineer. Characterization testing shall be performed on each type of material placed in the form of moisture-density relationship (ASTM D1557), gradation (ASTM D422/C136/C117), and frost susceptibility (as applicable). Characterization testing shall be performed at the following frequencies:

1. Reconditioned Road Surface: One test per material type.
2. Crushed Aggregate Base Course, Grading D-1: One test per source.
3. Subbase (3" Minus) Testing: One test per source.

B. Compaction Tests

Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable for the following:

1. Crushed Aggregate Base Course, Grading D-1: One test per 50 feet of path length with 3-tests minimum per path.
2. Subbase: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 500 sq. ft. (~46.5 sq. m) or less of paved area, but in no case fewer than 3 tests for any given path.

3. Asphalt Concrete Pavement: One test per 50 feet of path length.
Additional tests shall be taken where surface irregularities indicate possible lack of compaction.
4. Costs of Laboratory and tests shall be considered incidental to specific work performed.

- 106-1.04 Plant Inspection
- 106-1.05 Certificates of Compliance
- 106-1.06 Storage of Materials

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Include the following subsections:

- 107-1.01 Laws to be Observed
- 107-1.02 Permits, Licenses and Taxes
- 107-1.06 Sanitary, Health, and Safety Provisions
- 107-1.07 Archaeological or Historical Discoveries
- 107-1.11 Protection and Restoration of Property and Landscape
- 107-1.13 Responsibility for Damage Claims
- In the first sentence, change "claims or actions for injuries" to read: "claims, actions or liabilities from injuries."
- 107-1.15 Contractor's Responsibility for Work
- 107-1.17 Furnishing Right-of-Way
- 107-1.19 No Waiver of Legal Rights

SECTION 109
MEASUREMENT AND PAYMENT

Include the following subsections:

- 109-1.01 General
- 109-1.02 Measurement of Quantities
- 109-1.03 Scope of Payment
- 109-1.04 Compensation for Altered Quantities

Delete "Subsection 104-1.02" in the last paragraph and replace with "General Conditions, Article 11."

109-1.05 Compensation for Extra Work on Time and Materials Basis

Delete in its entirety and substitute the following: "General Conditions, Article 10,"

DIVISION 200— EARTHWORK

SECTION 203 EXCAVATION AND EMBANKMENT

Include the following subsections:

203-1.01 Description

Keep this paragraph with the following addition.

Embankment for the purposes of this section refers to the hauling, placement, and compacting Subbase (Porous Backfill), Base (C-1) and Surface Course (D-1) materials to the Plan required grades.

203-2.01 Materials

Keep this paragraph with the following deletion.

203-2.01.2b will be excluded as it is not expected to encounter bedrock, or amounts of rock requiring blasting in the area of the proposed site.

CONSTRUCTION REQUIREMENTS

203-3.01 General

Keep this paragraph with the following addition:

The Construction Manager/Engineer will be present during the determination of "unsuitable" materials to be excavated within the project limits and will, in conjunction with City of Delta Junction representation, determine and direct where these extra materials will be removed to. Further, approved borrow for backfill will need to meet a minimum of 95% proctor density.

203-3.02 Rock Excavation

Remove this paragraph in its entirety. Large amounts of rock are not anticipated on this project.

203-3.03 Embankment Construction

Keep this paragraph with the following substitution:

Reference in the second paragraph to section 703-2.07 shall be changed to section 703-2.03

2017 Delta Junction City Park Paving
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- 203-3.04 Compaction With Moisture and Density Control
- 203-3.05 Compaction Without Moisture and Density Control
- 203-4.01 Method of Measurement

Keep this paragraph with the following deletions.

203-4.01-.4, 5, 6, & 7 will all be excluded as they are not applicable to this project.

- 203-5.01 Basis of Payment

Keep this paragraph with the following addition:

Payment for excavation and embankment shall be included in the bid based on anticipated weights of embankment materials. Amounts in excess of this will be compensated by negotiated unit rate (Tons) that reflects haul distance to barrow/disposal sites.

**DIVISION 400- ASPHALT PAVEMENTS
AND SURFACE TREATMENTS**

SECTION 401
ASPHALT CONCRETE PAVEMENT

Include the following subsections:

- 401-1.01 Description
- 401-2.01 Composition of Mixture — Job Mix Design

Delete the following paragraph:

“Use Asphalt Concrete Type II, Class B for temporary pavement.”

Delete items 2, 3, and 4 under, “Submit the following to the Engineer at least...”

Delete the last 4 Paragraphs of the subsection beginning with, “The Engineer will then evaluate...”

Add the following:

Provide a job mix design following the requirements specified above. The Job Mix Design must be stamped by a Professional Engineer registered in the state of Alaska. Furnish the Job Mix Design to the Engineer at least 15 working days before production of asphalt concrete mixture. Submit samples to the Construction Manager/Engineer, upon request, for Job Mix Design verification testing. Do not produce asphalt concrete mixture for payment until the Job Mix Design is approved.

- 401-2.02 Aggregate
- 401-2.03 Asphalt Cement
- 401-2.04 Anti-strip Additives

401-2.05 Process Quality Control

Delete the second paragraph, "Failure to perform..."

401-3.01 Weather Limitations

Add the following:

Construction of asphalt concrete pavement will not be allowed before May 15, or after September 15, without specific written approval of the Construction Manager/Engineer. Lack of approval to pave after September 15, will not be considered a basis of claim for added costs incurred by the Contractor due to the project having to "winter over."

401-3.02 Equipment, General

401-3.03 Asphalt Mixing Plant

401-3.04 Hauling Equipment

401-3.05 Asphalt Payers

401-3.06 Rollers

401-3.07 Preparation of Existing Surface

Delete in its entirety and substitute the following:

Prior to placing asphalt concrete mixture, uniformly coat contact surfaces of sawcut pavement with tack coat material.

Tack coat material is to be applied so that the entire vertical face is completely and evenly coated prior to commencement of paving operation.

401-3.08 Preparation of Asphalt

401-3.09 Preparation of Aggregates

401-3.10 Mixing

401-3.11 Temporary Storage

401-3.12 Placing and Spreading

401-3.13 Compaction

401-3.14 Joints

401-3.15 Surface Tolerances

401-3.16 Patching Defective Areas

401-4.01 Method of Measurement

Delete in its entirety and substitute the following:

Asphalt concrete will be measured by the ton accepted and approved. Quantity will be determined by weight ticket.

There is no bid item for Job Mix Design, it is considered incidental to providing asphalt pavement.

Add New Subsection:

401-4.04 Allowable Variance in Quantities

Contractor will be paid for actual amount of Asphalt Concrete used as calculated by summation of the weight tickets as long as that sum is between 95% and 110% of the theoretical weight of asphalt required.

The theoretical weight of asphalt required shall be computed as follows:

$$Tw = LX 24' X 2/12' X D$$

Where

Tw = Theoretical Weight

L = Length of Road Paved in feet

D= Density of Compacted Asphalt in pounds per cubic foot

Where

Density of compacted asphalt is taken as the lesser of average density measured in the field or Max Theoretical Density.

Where

Max Theoretical Density is figured as:

$$Mtd = MSG X 62.4 pcf$$

Where

Mtd = Max Theoretical Density

MSG = Max Specific Gravity as described in the mix design.

The contractor will not be paid for quantities of asphalt in excess of 110% of the theoretical weight of asphalt.

If the summation of the weight tickets exceeds 110 % of the Theoretical Weight of Asphalt Required, the contractor will be paid for 110% of the Theoretical Weight of Asphalt Required.

If the summation of the weight tickets is less than 95% of the Theoretical Weight of Asphalt Required, it is incumbent on the contractor to prove to the Owner's satisfaction that the contractor has provided the material and dimensions required by the agreement.

If it is discovered that either the material or the dimensions significantly vary from what is specified, the owner may reject the project in part or in whole at the owner's sole discretion.

401-5.01 Basis of Payment

Delete in its entirety and substitute the following:

The accepted quantity of asphalt concrete will be paid at the contract unit price, complete, in place. Asphalt cement, anti-stripping additives, and tack coat are subsidiary to asphalt concrete.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
401(1)	Asphalt Concrete, Type II, Class B	Ton

SECTION 607
FENCES

639-1.01	Descriptions
639-2.01	Materials
639-3.01	Construction Requirements
639-4.01	Method of Measurement
639-5.01	Basis of Payment

SECTION 640
MOBILIZATION AND DEMOBILIZATION

Include the following subsections:

640-1.01	Description
640-4.01	Method of Measurement

Delete in its entirety and substitute the following:
Full payment will be made at final acceptance of project.

640-5.01	Basis of Payment
----------	------------------

DIVISION 700 – MATERIALS

SECTION 702
ASPHALT MATERIALS

Include the following subsections:

702-2.01	Asphalt Binder
702-2.02	Cut-Back Asphalt
702-2.03	Emulsified Asphalt
702-2.04	Storage and Application Temperatures

2017 Delta Junction City Park Paving
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- 702-2.05 Joint Adhesive
- 702-2.06 Joint Sealant
- 702-2.07 Warm Mix Asphalt
- 702-2.08 Asphalt Release Agent

SECTION 703
AGGREGATES

Include the following subsections:

- 703-2.03 Aggregate for Base and Surface Course

Add the following:

For the purposes of this section Porous Backfill Material as defined in Section 703-2.10 will be treated as a subbase course. As defined by Table 703-2 C-1 will be treated as a Base Course and D-1 will be treated as Surface Course materials.

- 703-2.04 Aggregate for Plant Mix Asphalt Pavement

Add the following to the third paragraph:

Gradations on aggregates extracted from bituminous mixtures shall be determined by AASHTO T 30.

- 703-2.10 Porous Backfill Material

Add the following:

Following excavations for path build-up, pad development, and all other base (C-1) and pre-surface course (D-1) fill requirements. Backfill to be clean, detritus free, ice-free, 3" Minus Backfill Material per this specification's requirements and per Table 703-10.

- 703-2.12 Sand Blanket (where required)

SECTION 729
GEOSYNTHETICS

Include the following subsections:

- 729-2.03 Paving Fabric

Meet AASHTO M 288 for Paving Fabric. Note: This fabric will be used as a separation layer between native material and the 3" minus fill being placed under all paths.

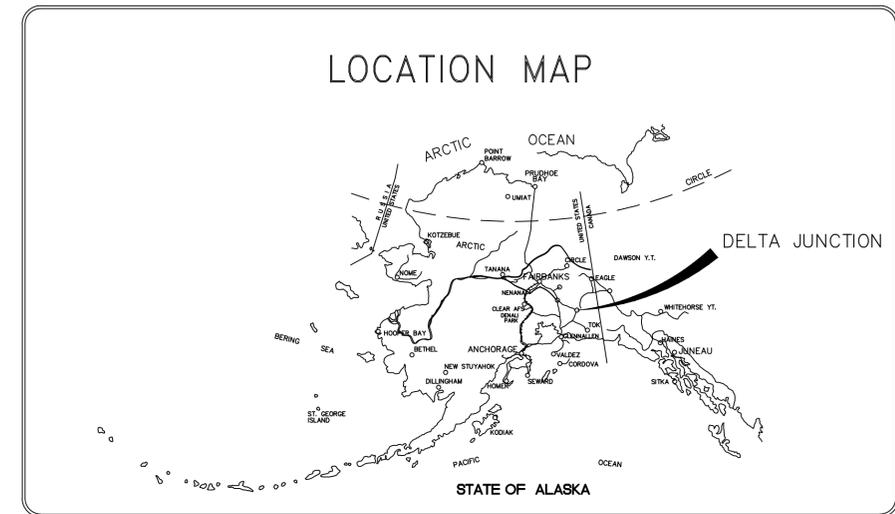
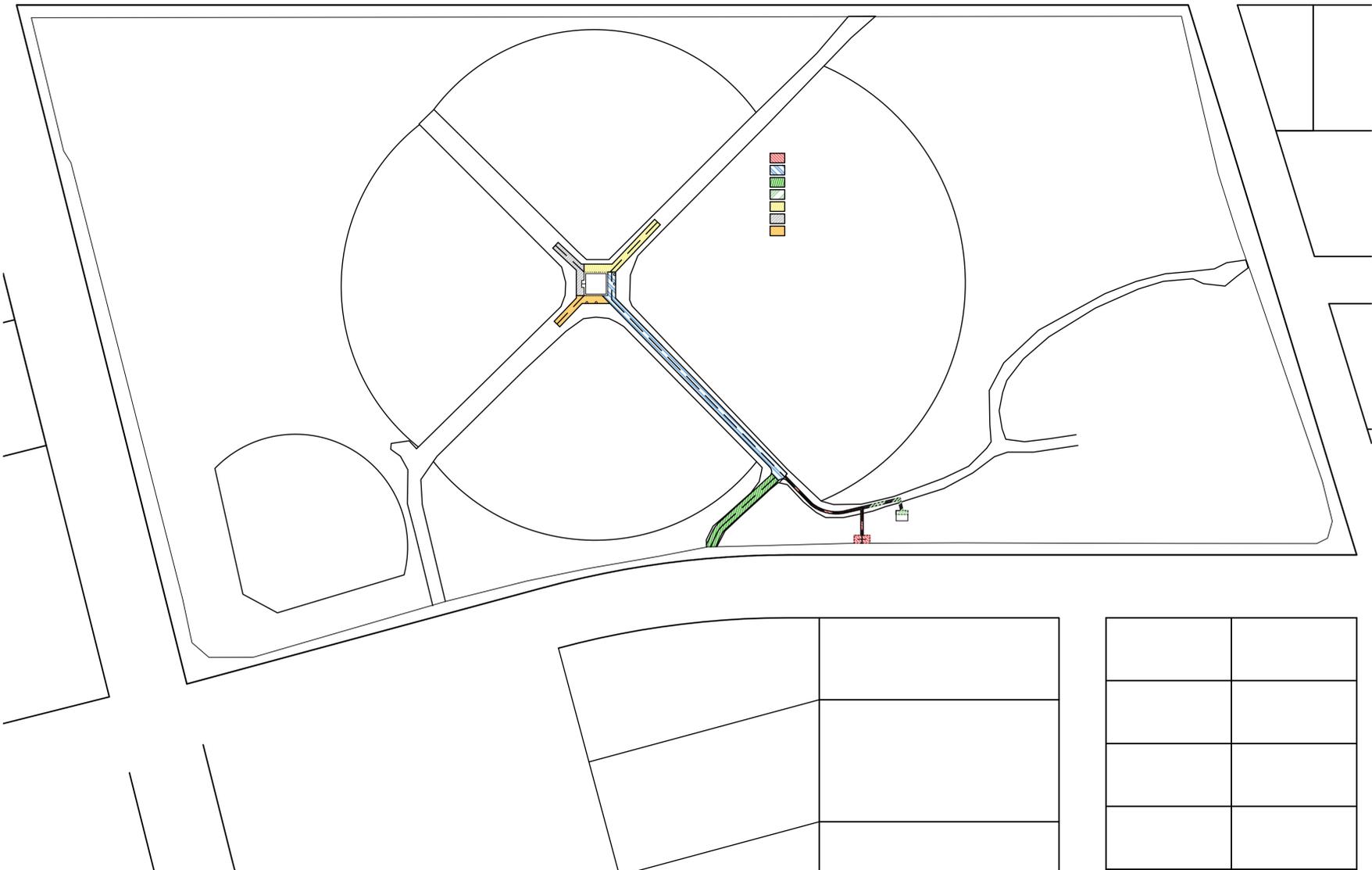
EXHIBIT J

PROJECT DRAWINGS

CITY OF DELTA JUNCTION

CITY PARK PATH PAVING

DELTA JUNCTION, ALASKA



DRAWING INDEX

CIVIL	
SHEET No.	TITLE
T1	TITLE PAGE
C1	OVERALL SITE PLAN
C1.1	PARK ENTRANCE OVERVIEW
C1.2	INTERSECTION OVERVIEW
C1.3	PAVILION OVERVIEW
C2.1	DETAILS AND NOTES
C2.2	DETAILS AND NOTES



CITY PARK
DELTA JUNCTION, ALASKA 99737

TITLE PAGE

DATE: 07/28/2017
PROJECT NO: 1711
DRAWN: ADC, PVK
CHECKED: SPH

REVISION	DATE

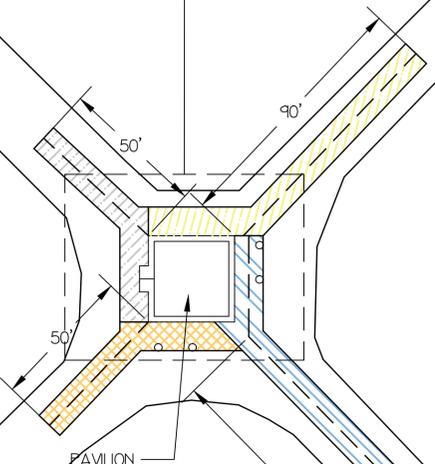
T 1

FINAL



-  BASE B1
-  BASE B2
-  ALTERNATE AV1
-  ALTERNATE A1
-  ALTERNATE A2
-  ALTERNATE A3
-  ALTERNATE A4

SEE PAGE C1.3



PAVILION

315'

4
C2.1 C1

SEE PAGE C1.2

1
C2.1 C1

2
C2.1 C1

30'

92'

49'

48'

20'

OUTHOUSE

SEE PAGE C1.1

1
C 1
OVERALL SITE PLAN OVERVIEW
SCALE: 1/32" = 1'-0"



CITY PARK
DELTA JUNCTION, ALASKA 99737

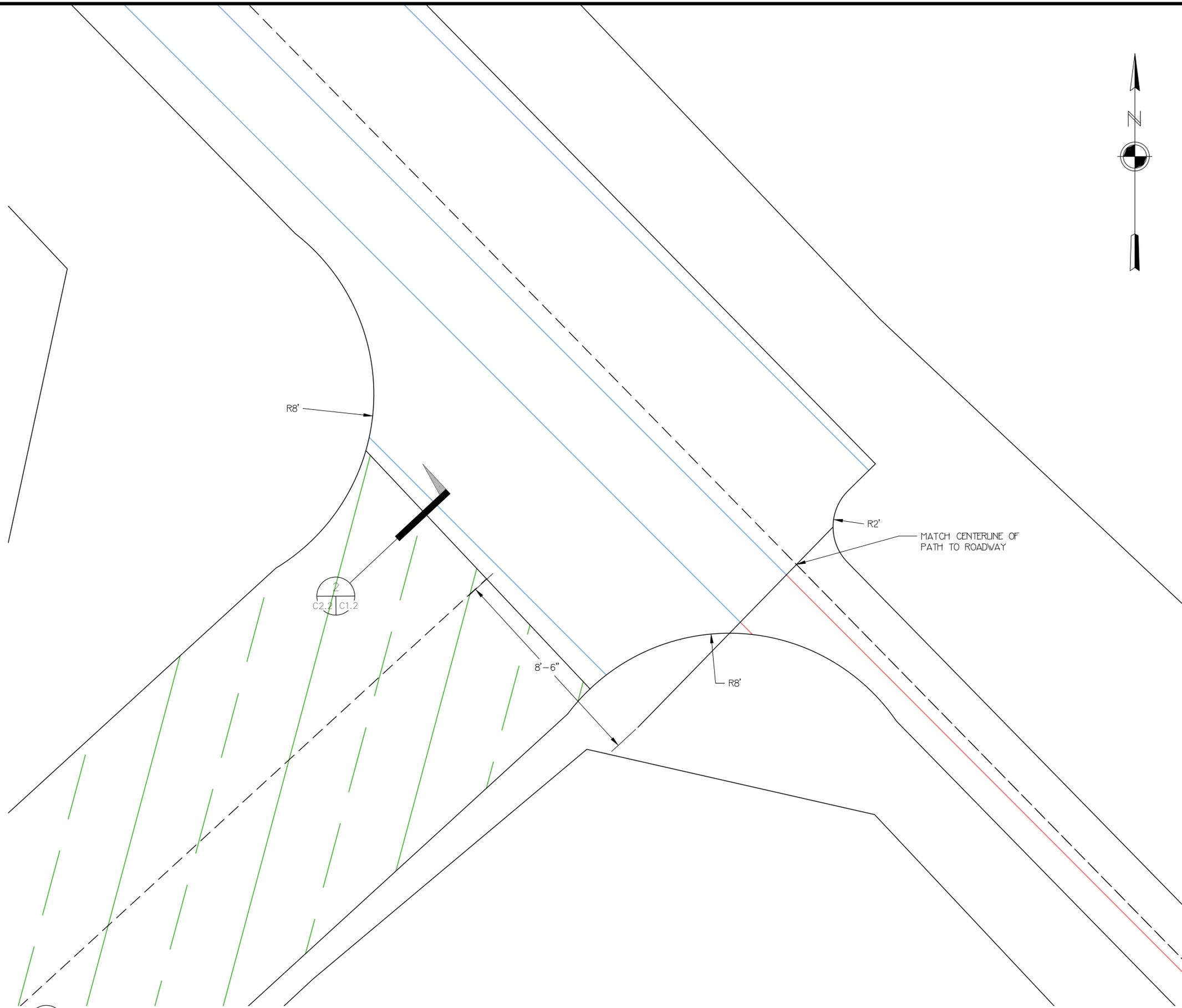
SITE PLAN OVERVIEW

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PROJECT NO: 1711
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CITY PARK
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INTERSECTION OVERVIEW

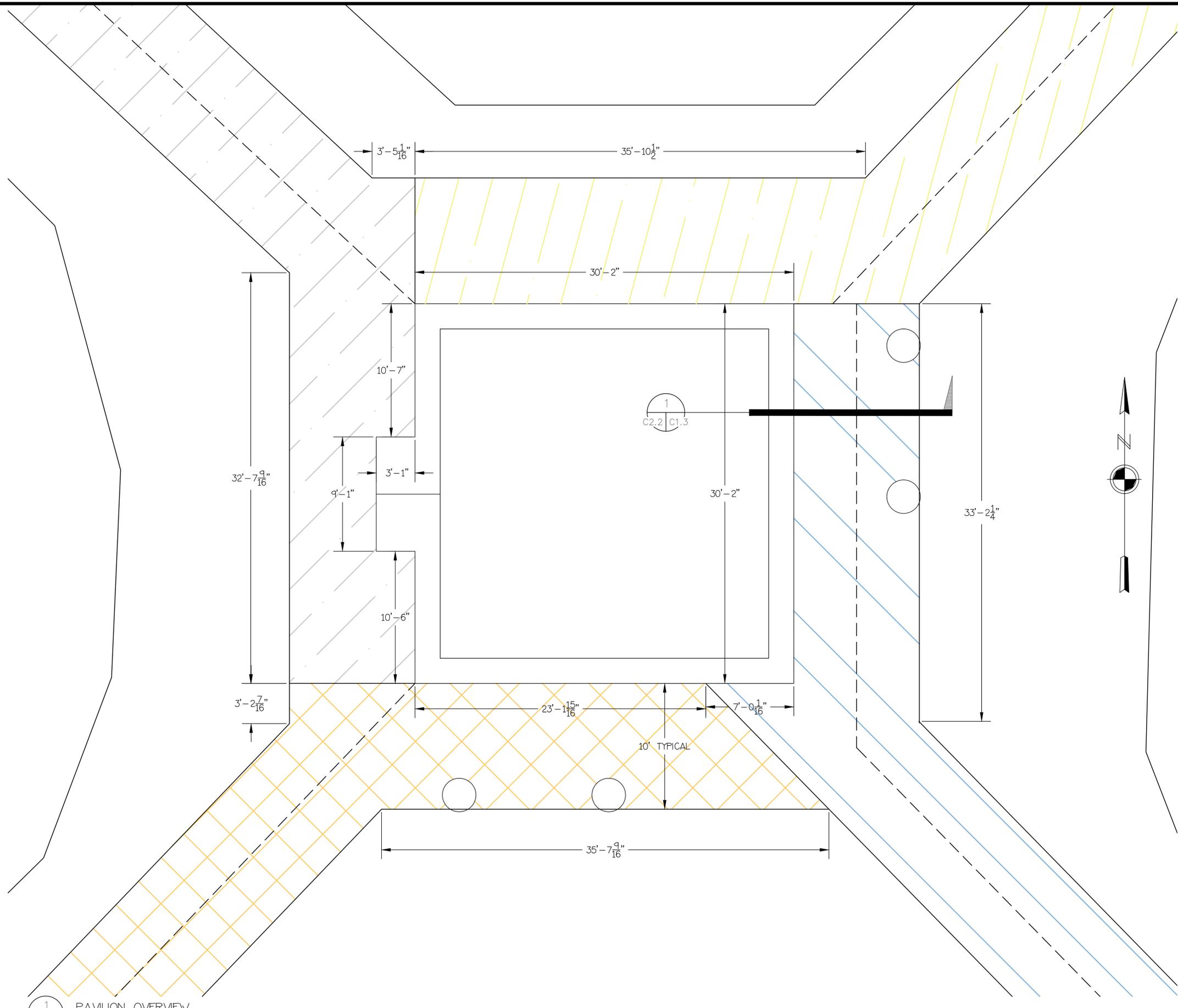
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 PROJECT NO: 1711
 DRAWN: ADC, PVK
 CHECKED: SPH

REVISION	DATE

C 1.2

FINAL

1 INTERSECTION PLAN OVERVIEW
 -C 1.2 SCALE: 1/2"=1'-0"



1 PAVILION OVERVIEW
C 1.3 SCALE: 1/4"=1'-0"



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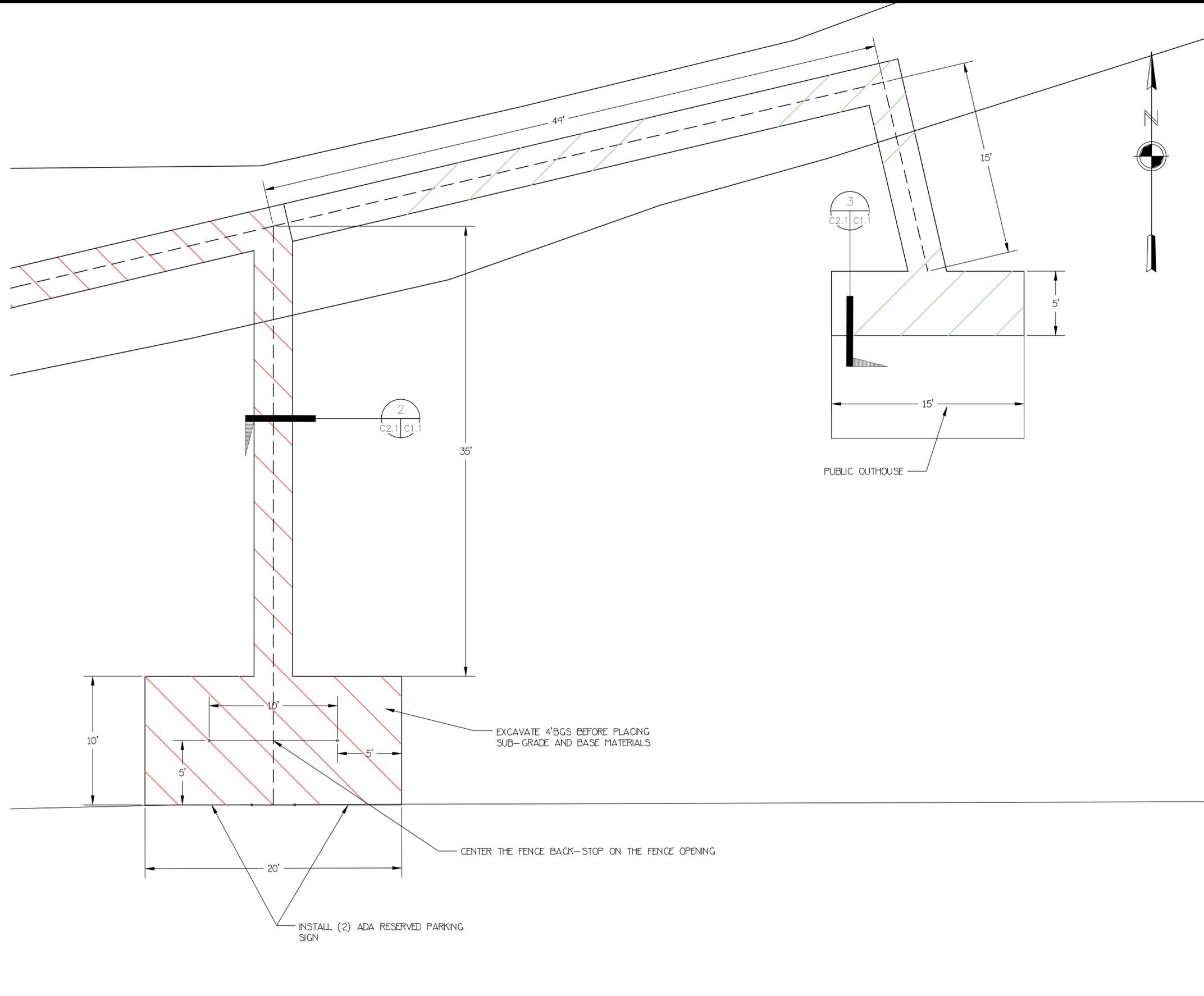
PAVILION OVERVIEW

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 PROJECT NO: 1711
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C 1.3

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1
C 1.1 PARK ENTRANCE OVERVIEW
SCALE: 3/16"=1'-0"



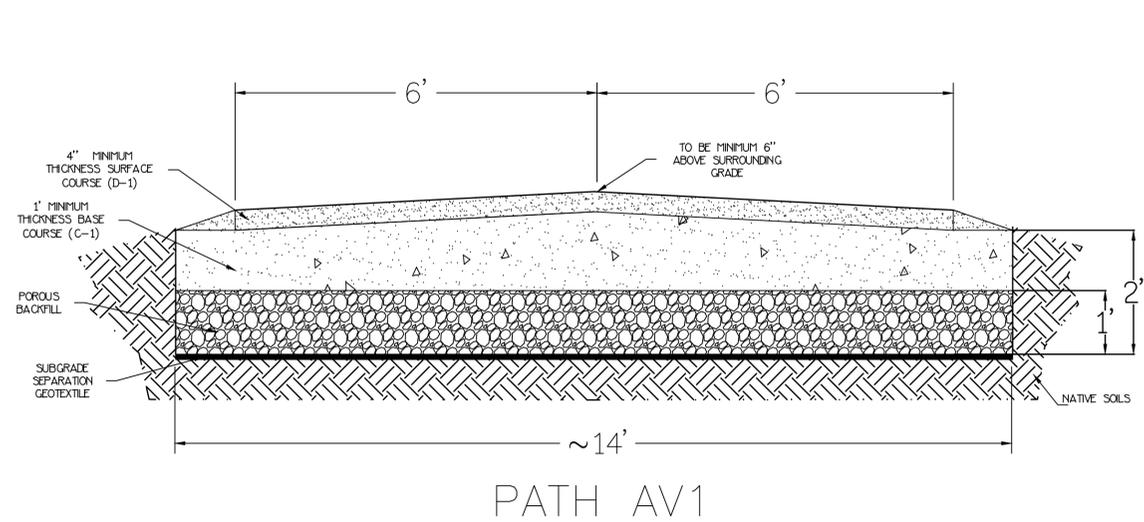
CITY PARK
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PARK ENTRANCE OVERVIEW

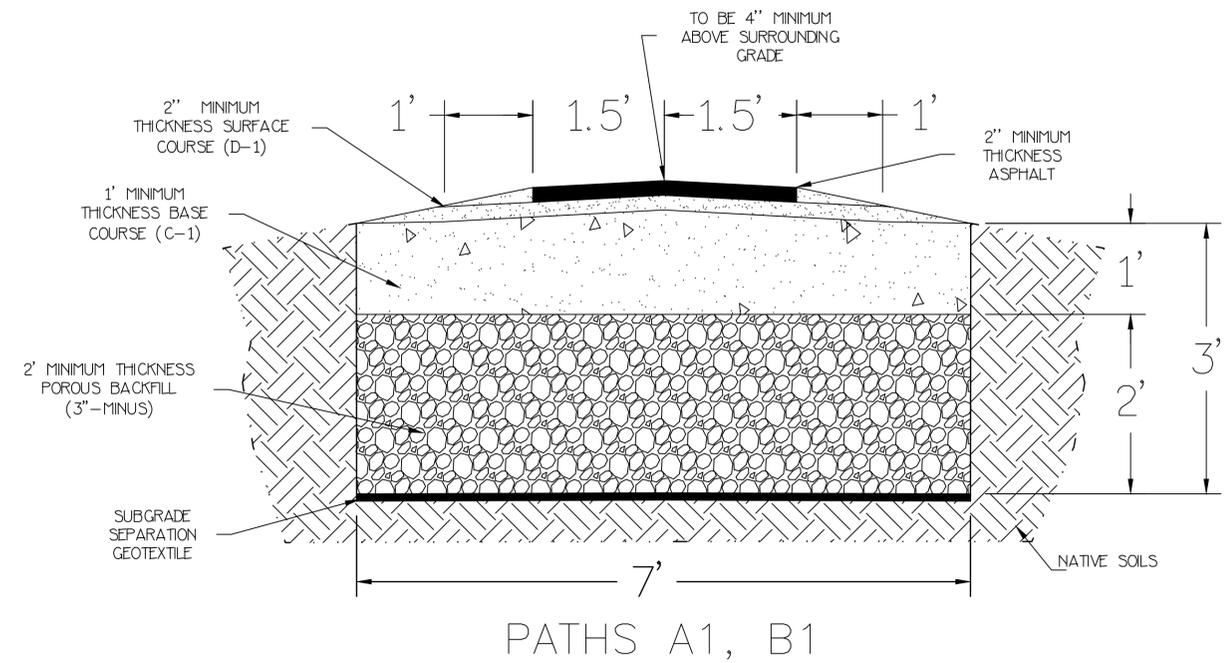
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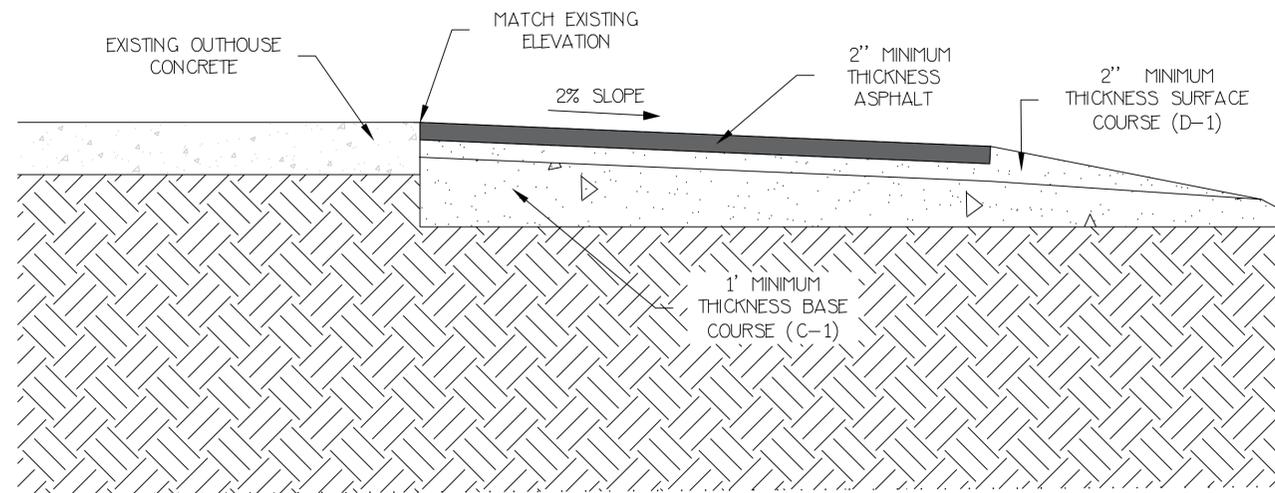
C 1.1
FINAL



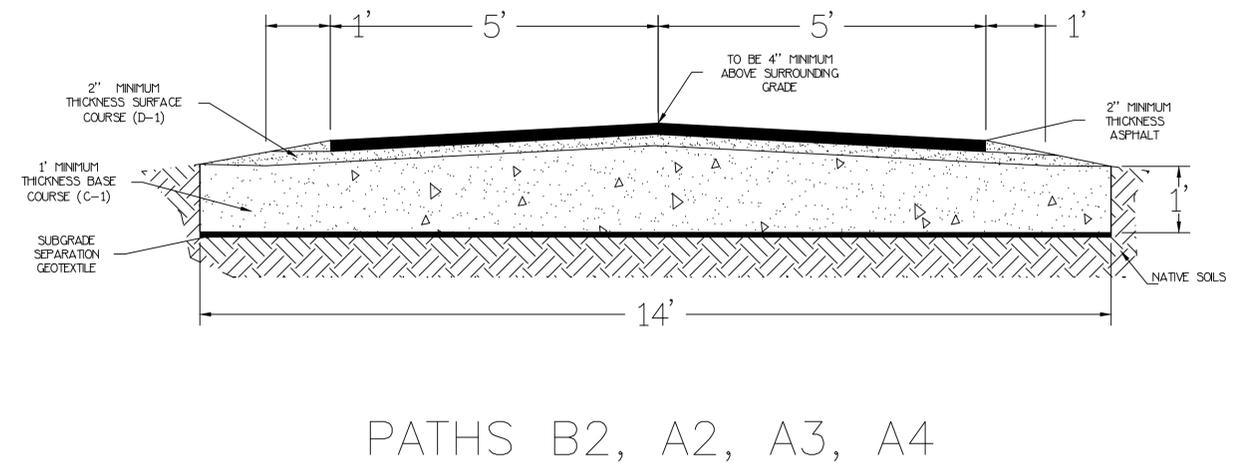
1 CROSS-SECTION OF GRAVEL ROADWAY
C1.1 C2.1 NTS



2 CROSS-SECTION OF PATH
C1.1 C2.1 NTS



3 PAVILION TRANSITION SECTION DETAIL
C1.1 C2.1 NTS



4 CROSS-SECTION OF ROADWAY
C1.1 C2.1 NTS



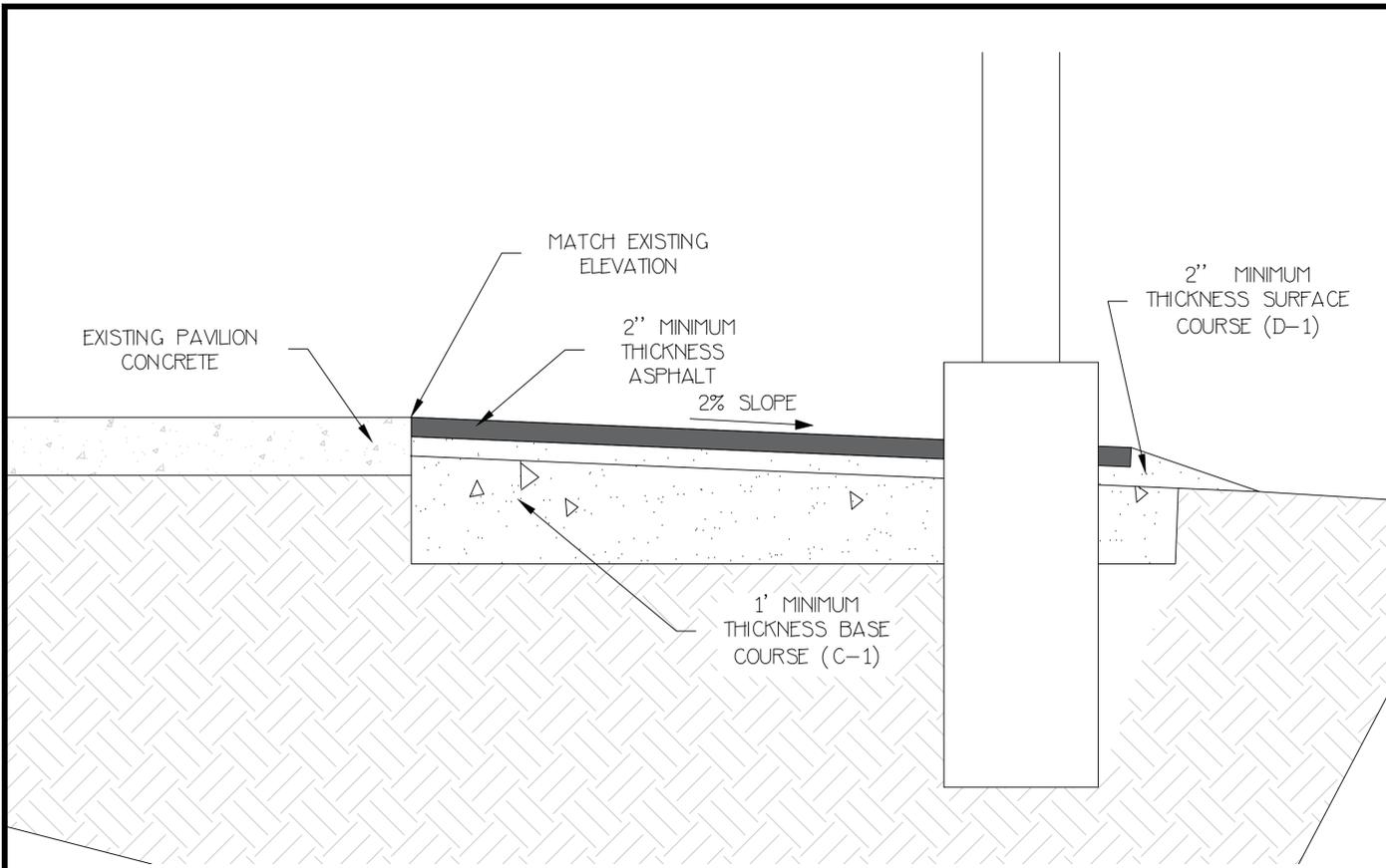
CITY PARK
DELTA JUNCTION, ALASKA 99737

DETAILS AND NOTES

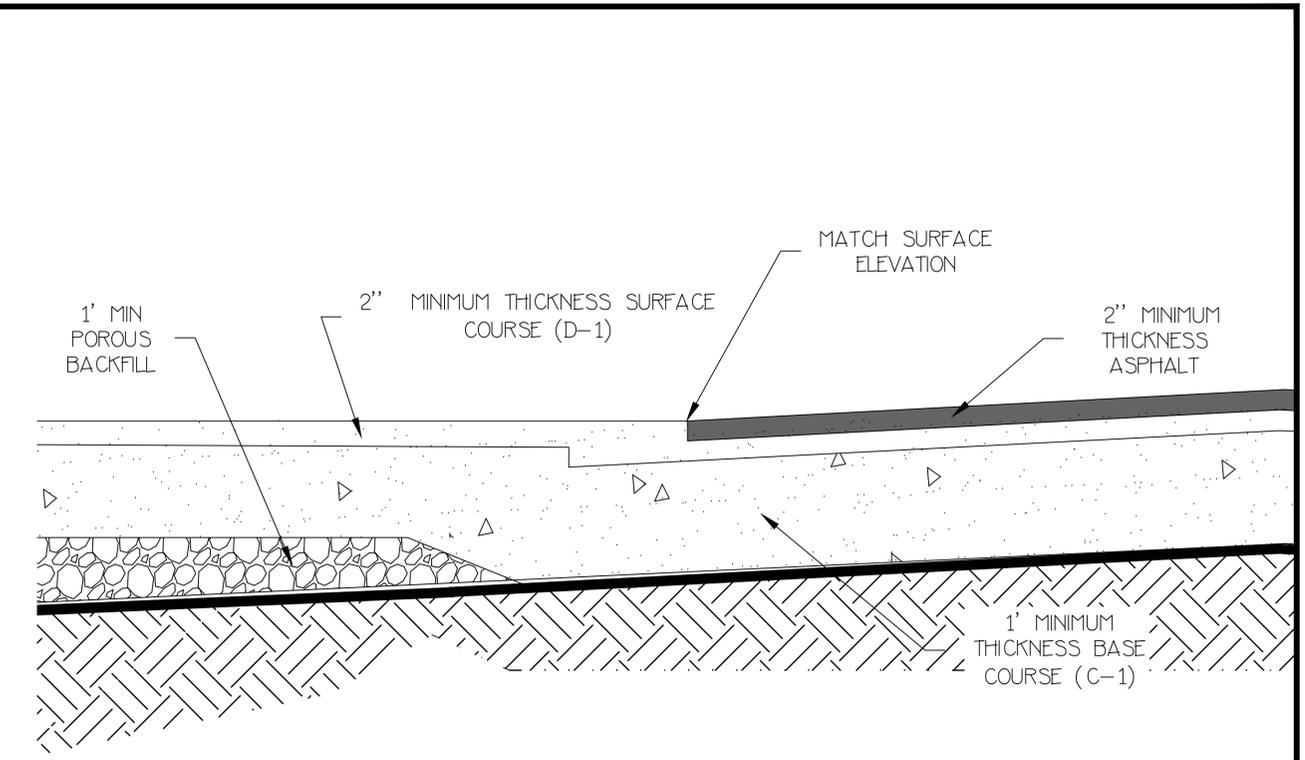
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REVISION	DATE

C2.1
FINAL



1 CROSS-SECTION OF GRAVEL ROADWAY
C1.3 C2.2 NTS



2 CROSS-SECTION OF PATH
C1.2 C2.2 NTS



CITY PARK
DELTA JUNCTION, ALASKA 99737

DETAILS AND NOTES

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REVISION	DATE

C2.2

FINAL