

RFP 2011-0222-9963

Category: Procurement
Publish Date: 2/9/2011

Department: Administration
Location: Juneau
Region: Southeast

Body of Notice:

Project Name: Juneau SOB 2011 Asbestos Abatement Project
Project Number: 2011-0222-9963
Estimated Range: \$800,000-\$900,000

Date of Issue: February 9th, 2011
RFP Deadline Date: March 2nd, 2011 @ 2:30 P.M. Local Time
Contracting Officer: Joshua Dodson 907-465-5331 (ph), 907-465-2189 (fax)
907-209-5197 (cell)
Email: joshua.dodson@alaska.gov

Description: The project consists of furnishing all labor, supervision, materials, tools, disposal and equipment to perform abatement on the 6th, 7th and 8th Floors of the State Office Building, at 333 Willoughby Ave, Juneau, Alaska. Contractor to perform all Work as described within the Request for Proposal Documents and must conform with all applicable Federal, State and Local codes having jurisdiction.

All Work must be Substantially Complete by May 15th, 2011.

Issuing Office:

STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
PO BOX 110210
333 WILLOUGHBY AVE 7TH FLOOR
JUNEAU AK 99801

Contact: Requests for Price and Technical Proposals and all questions should be directed to Joshua Dodson, Contracting Officer III 907-465-5331 (w), 907-465-2189 (fax) 907-209-5197 (cell) or by email: joshua.dodson@alaska.gov

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.



REQUEST FOR PROPOSALS

2011-0222-9963
Asbestos Abatement Project 2011

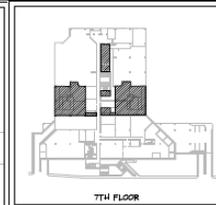
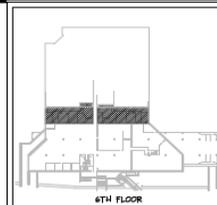
Juneau State Office Building
333 Willoughby Avenue
Juneau, Alaska 99801



Issued by: Joshua Dodson
Facilities Contracting Officer

Department of Administration
Division of General Services
Facilities Section
PO Box 110210
Juneau, AK 99811-0210

Phone: 907-465-5331
Cell: 907-209-5197
Email: joshua.dodson@alaska.gov



IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" website, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to do so may result in the rejection of your offer.

TABLE OF CONTENTS
(State Funded Buildings)

Division O - Bidding and Contract Requirements

<u>Section</u>	<u>Form</u>	<u>Pages</u>
00001 PROJECT TITLE PAGE		1
00010 TABLE OF CONTENTS		2
00020 REQUEST FOR PROPOSALS		2
00021 PROPOSAL EVALUATION PROCEDURE		1
00022 SUBMITTAL CHECKLIST		3
00023 EVALUATION CRITERIA		3
00100 INFORMATION TO PROPOSERS	25D-3	4
00120 REQUIRED DOCUMENTS	25D-4	1
00310 PRICE PROPOSAL	25D-9A	2
00311 ALASKA PRODUCTS PREFERENCE WORKSHEET		2
00312 PRICE PROPOSAL SCHEDULE		1
00313 TECHNICAL PROPOSAL		1
00410 BID BOND	25D-14	3
00420 BID MODIFICATION	25D-16	1
00430 SUBCONTRACTOR LIST	25D-5	2
00435 PROPOSER REGISTRATION FORM	25D-6	1
00510 CONSTRUCTION CONTRACT	25D-10A	2
00610 PERFORMANCE BOND	25D-13	2
00620 PAYMENT BOND	25D-12	2
00700 GENERAL CONDITIONS		43
00800 SUPPLEMENTARY CONDITIONS		18
00830 SPECIAL NOTICE TO BIDDERS – VET, TAX, DOL		3
<u>DIVISION 1 GENERAL REQUIREMENTS</u>		
01020 INTENT OF DOCUMENTS		3
01025 MEASUREMENT AND APPLICATION FOR PAYMENT		2
01028 CHANGE ORDER PROCEDURES		3
01100 SUMMARY OF WORK		10
01300 CONTRACTOR SUBMITTALS		6
01301 SCHEDULE OF VALUES		2
01505 MOBILIZATION		1
01520 SECURITY		1
01704 FINAL CLEANUP AND RESTORATION		1
<u>DRAWINGS (SHEETS 1 - 24)</u>		24
<u>TECHNICAL SPECIFICATIONS DIVISIONS 2-16</u>		
DIVISION 2 – SITE CONSTRUCTION		
02080 ASBESTOS ABATEMENT		29
DIVISION 3 – CONCRETE		
NOT USED		

DIVISION 4 – MASONRY
NOT USED

DIVISION 5 – METALS
NOT USED

DIVISION 6 – WOOD AND PLASTICS
NOT USED

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
NOT USED

DIVISION 8 – DOORS AND WINDOWS
NOT USED

DIVISION 9 – FINISHES
NOT USED

DIVISION 10 – SPECIALTIES
NOT USED

DIVISION 11 – EQUIPMENT
NOT USED

DIVISION 12 – FURNISHINGS
NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION
NOT USED

DIVISION 14 – CONVEYING SYSTEMS
NOT USED

DIVISION 15 – MECHANICAL
NOT USED

DIVISION 16 – ELECTRICAL
NOT USED

END OF TABLE OF CONTENTS



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSALS

For Construction Contract
Competitive Sealed Proposals AS 36.30.200(b)

Juneau SOB 2011 Asbestos Abatement Project

Date February 9th, 2011

Project No. 2011-0222-9963

Location of Project: Juneau, Alaska
Contracting Officer: Joshua Dodson
Issuing Office: Department of Administration, Division of General Services
State Funded [] Federal Aid []

Description of Work:

The project consists of furnishing all labor, supervision, materials, tools, disposal and equipment to perform Abatement in the 6th and 7th Floors and the 8th Floor planter of the State Office Building, at Willoughby Ave, Juneau, Alaska. Contractor to perform all Work as described within the Request for Proposal Documents and must conform with all applicable Federal, State and Local codes having jurisdiction.

The Engineer's Estimate is between **\$800,000 and \$900,000**

All Work shall be substantially complete by May 15th, 2011.

Proposers are invited to submit proposals consisting of a Price Proposal (00310) and a Technical Proposal (see Section 00313), for furnishing all labor, supervision, materials, tools, disposal and equipment for performing all work for the project described above. Both Price Proposals and Technical Proposals must be received not later than 2:30 p.m. local time, at the Division of General Services as indicated below, on March 2nd, 2011. The Price Proposals (Section 00310) will not be opened until after the evaluation and scoring of the Technical Proposals (Section 00313) is complete (see Sections 00021, 00022, and 00023).

SUBMISSION OF PROPOSALS

ALL PROPOSALS, INCLUDING ANY AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE DATE AND TIME STATED. PROPOSALS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

Proposal for Project: Juneau SOB 2011 Asbestos Abatement Project No. 2011-0222-9963	ATTN: Joshua Dodson State of Alaska Department of Administration PO BOX 110210 333 Willoughby Ave, Ste 700 Juneau, AK 99811-0210
--	---

Proposals, amendments, or withdrawals must be received prior to the scheduled time of proposal deadline. Hand-delivered Proposals, amendments, or withdrawals must be received by the Division of General Services, 333 Willoughby Avenue, Suite 700, Juneau AK 99801, prior to the scheduled date and time. Faxed proposal amendments must be addressed to the **Joshua Dodson, Contracting Officer III.**, fax number: 907-465-2189.

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

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

NOTICE TO PROPOSERS

Proposers are hereby notified that data to assist in preparing Price and Technical Proposal is available as follows:

- **Laborers' and Mechanics' Minimum Rates of Pay:**
Available on-line at: <http://www.labor.alaska.gov/lss/pamp600.htm>
Issue 21 Date: September 1, 2010

Price and Technical Proposals and all Contract Documents are located on line at:

<http://notes3.state.ak.us/pn/pubnotic.nsf/PNByDeptActive?OpenView&Start=1&Count=30&Expand=1.2#1.2>

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

Joshua Dodson, Project Manager
Email: joshua.dodson@alaska.gov

Phone: (907) 465-5331 (work) 907-209-5197 (cell)

All questions concerning proposal procedures should be directed to:

Joshua Dodson, Contracting Officer III,
PO BOX 110210, Juneau AK 99811-0210
Email: joshua.dodson@alaska.gov

Phone: (907) 465-5331

Other Information:

PRE-PROPOSAL MEETING: A Non-Mandatory Pre-Proposal Meeting is scheduled for 11:00 am Thursday, February 24th, 2010 at 333 Willoughby Ave, Suite 700 Juneau, Alaska, with a site visit to follow. **HOWEVER, IT IS STRONGLY ENCOURAGED.**

PROPRIETARY INFORMATION: Proposers should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

COST INCURRED PRIOR TO CONTRACT: Proposers are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by a Proposer in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

MINOR INFORMALITIES: The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

Reminder: Alaska Statute AS 36.30.210 requires all Proposers to have a valid Alaska Business License and an Alaska Contractor's Certificate of Registration prior to Proposal Deadline.

PROPOSAL EVALUATION PROCEDURE

Proposals will be evaluated by a committee (2 AAC 12, Article 4). Scoring of proposals will be accomplished as follows:

1.1 Each Evaluator will individually read and rate Proposer's response to each criterion, except for Alaska Bidder (Offeror) Preference and Price Proposal as described under Evaluation Criteria (Section 00023). Ratings will be based solely on contents of proposals. Except as may be stated within any criterion description, a rating of "5" indicates the most responsive; ratings of "4-1" indicate progressively less responsiveness; and a rating of "0" indicates Non-responsive. Tie scores are permissible for evaluation criteria addressing schedule. Ratings are multiplied by the assigned weights for each criterion to obtain criterion scores.

1.2 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the Evaluation Criteria set forth in the RFP. Additional criteria may not be considered. (2 AAC 12.260(b)).

1.3 During the Evaluation Committee Meeting, Evaluators may discuss factual knowledge of, and may investigate Proposers' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

- a. Provide written recommendations to the Contracting Officer for consideration prior to contract award;
- b. Recommend suspension of the Proposer from consideration for award of the contract if there is probable cause for debarment (AS 36.30.635); or
- c. Conduct discussions in accordance with paragraph 1.4, below.

1.4 The Committee may decide to conduct discussions (or "interviews") with responsible Proposers whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). After discussions, Evaluators will determine the final scoring and ranking for award by evaluating written and oral responses using only the Evaluation Criteria set forth in the Project Manual. Additional criteria may not be considered. (2 AAC 12.260(b)).

1.5 The Contracting Agency will then open the Price Proposals and calculate scores for price in accordance with Section 00023.

1.6 All Proposers will be advised of the Proposer selected for award after completion of the evaluation process. A Notice of Intent to Award will be provided to all Offerors. **TECHNICAL AND PRICE PROPOSALS WILL NOT BE DISCLOSED TO THE PUBLIC OR TO COMPETING OFFERORS UNTIL AFTER A NOTICE OF INTENT TO AWARD IS ISSUED.**

1.7 All Contractors have to right to protest after the Notice of Intent to Award is made. A protest must be filed within **10 days after the state sends out the Notice of Intent to Award.**

Please see State of Alaska Statute **Time for filing a Protest**

Sec. 36.30.565 (a) ...A protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice of intent to award the contract is issued by the procurement officer.

(END OF SECTION 00021)

SUBMITTAL CHECKLIST

Competitive Sealed Proposals - AS 36.30.200(b)

Project: Juneau SOB 2011 Asbestos Abatement Project

Project No.

2011-0222-9963

EXAMINATION OF WORK SITE AND RFP

- [] 1. Proposers are expected to examine carefully the site of the proposed work and the RFP Documents before submitting a proposal. The submission of a proposal shall be considered prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents. A pre-proposal meeting and walkthrough of the work areas will be held onsite prior to the proposal due date. Due to the size of the work area and the high security measures that are in place this scheduled meeting and walkthrough will be the only time available to view the areas prior to the submission of proposals for the work described herein.

PREPARATION OF PROPOSALS

- [] 2. Proposers must carefully review the RFP Documents for defects and questionable material and become familiar with submittal requirements before preparing proposals. Any explanation desired by Proposers regarding the meaning or interpretation of any of the project documents provided by the Contracting Agency must be requested in writing as indicated in the Request for Proposals (Document 00020). Substantive issues will be addressed in an addendum to all recipients on record as receiving the RFP Documents. Oral explanations or instructions given before the award of the contract will not be binding. Failure to comply with directions will result in lower score and may eliminate a submittal from consideration. **Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the contracting agency if the protest is not received in writing at least ten agency work days prior to the submittal deadline (2 AAC 12.615(a)).**
- [] 3. Review all parts of the RFP Documents, and then focus on the following documents: RFP, this Submittal Checklist, Evaluation Criteria, and the Proposal Forms.
- [] 4. Review the Evaluation Criteria. Read the criteria in each section in light of the proposed project as portrayed in the RFP Documents. Be aware of the assigned weight for each criterion. Plan your proposal to address the applicable criteria. All criteria Responses shall not exceed the number of pages stated below.
- [] 5. Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criterion. Acceptable Responses must be specific and directly related to the proposed project. Marketing brochures and photographs, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 6. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Section 00023**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation. Responses shall be presented on 8.5" X 11" paper, a single 11" x 17" sheet may be used for the proposed schedule. **CAUTION:** small print or typeface that is difficult to read will negatively influence evaluation of your submittal.
- [] 7. Complete all entries on the Price Proposal Form (Section 00310) and Contractor's Technical Proposal (Section 00313). Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification.
- [] 8. Attach criteria Responses (**EXCEPT PRICE PROPOSAL**) to the Contractor's Technical Proposal (Section 00313). The maximum number of attached pages (each printed side equals one page) for criteria Responses shall not exceed: **10 pages.**
Page limit applies solely to the attachments to the Contractor's Technical Proposal form. CAUTION: Criteria Responses which exceed the maximum page limit or otherwise do not meet requirements stated herein, may result in disqualification. If the proposal will exceed 10 pages the request for a higher page number must be submitted to the contracting officer in writing along with an adequate explanation for why the extra pages are necessary. The approval of additional pages will be at the sole discretion of the contracting officer.

PRICE PROPOSAL

- [] 9. Review the Price Proposal, Price Proposal Schedule, and Bid Bond documents. Prepare a Price Proposal for all labor, materials, equipment and services necessary to complete the Work in the RFP Documents. Complete the three documents on the forms furnished, or copies thereof.

- [] 9.1 The Price Proposal Schedule, Section 00312, will provide for quotation of a price or prices for one or more contract items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total proposed price for the work
- [] 9.2 Where required; Proposers must quote on all items and THEY ARE WARNED that failure to do so will disqualify them. When quotations on all items are not required, Proposers should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.
- [] 9.3 On unit price contracts Proposers shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.
- [] 9.4 When provided within the supplements to the Price Proposal Schedule, Proposers shall specify those Alaska Bidder and Product Preferences applicable to their proposal. All entries made by Proposers and designating applicable preferences must conform to the requirements of AS 36.30 and the instructions on the forms to warrant consideration.
- [] 9.5 Neither conditional nor alternative bids will be considered unless called for.
- [] 9.6 Unless specifically called for, telegraphic or telefacsimile bids will not be considered.
- [] 9.7 The Proposal forms must be signed with ink. If the Proposer is a corporation, the proposal shall be signed by an individual having authority to sign the contract. If the Proposer is a partnership, the proposal shall be signed by any authorized member of the partnership. If the Proposer is a sole proprietorship, the proposal shall be signed by the owner. Any erasure or change on the forms must be initialed by the person signing the proposal.

ACKNOWLEDGEMENT OF ADDENDA

- [] 10. The Price Proposal and Technical Proposal forms provide for acknowledgement individually of all Addenda to the RFP Documents. All addenda shall be acknowledged on these forms or by telegram prior to the scheduled time for submittal of proposals. If no addenda are received, the word "None" should be shown as specified.

REQUIRED DOCUMENTS

- [] 11. Submittals shall consist of the following applicable items assembled as follows and in the order listed. Proposals will not be considered if documents are not completely filled out. Telegraphic or telefacsimile submittals are NOT acceptable.
- [] 11.1 Five (5) copies of Contractor's Technical Proposal Form Section 00313 (at least one copy with original signature) with attached responses to all Evaluation Criteria [**EXCEPT PRICE PROPOSAL**]. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter other than the Contractor's Technical Proposal form will be included. CAUTION: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 11.2 **One copy** of the Price Proposal (Section 00310), with the Price Proposal Schedule (Section 00312), Alaska Products Preference Worksheet if claiming Alaska Products Preference (Section 00311), and Bid Bond (Section 00410) attached, with one staple in the upper left corner. The Price Proposal, Price Proposal Schedule and Bid Bond shall be enclosed together in a separate sealed envelope marked on the outside to identify it as **PRICE PROPOSAL** and with the names of the Project and Proposer.
- [] 11.3 **CAUTION:** If you replicate (other than by photocopy) any form in the Project Manual in lieu of filling out forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration may be cause for rejection without recourse.

DELIVERY

- [] 12. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited on page 1 of the Request for Proposals. Do not include in the package any proposals or bids for other projects. **Mark the outside of the package** to identify the Project and the Proposer. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

WITHDRAWAL OR REVISION OF BIDS

- [] 13. A Proposer may withdraw or revise a proposal after it has been delivered to the Contracting Agency, provided that the request for such withdrawal or revision is received by the designated office, in writing, by telegram, or by

telefacsimile, before the time set for submittal of proposals. If the Price Proposal is to be changed, the telegraphic or telefacsimile modifications shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised Price Proposal.

(END OF SECTION 00022)

EVALUATION CRITERIA

Competitive Sealed Proposals - AS 36.30.200(b)

Project: Juneau SOB 2011 Asbestos Abatement Project

**Project No.
2011-0222-9963**

1. Project Understanding and Methodology

1. Weight: 15

Response must demonstrate your comprehension and methodologies to be used to accomplish the project. Response must provide the following:

1. Identify the ways and means in which the work will be carried out in order to meet the construction schedule.
2. Identify the specific scope of work that will be performed by subcontractors and/or specialty contractors.
3. Describe the safety precaution measures to be used to protect your employees, subcontractors and occupants of the State Office Building.
4. Identify the logistics to be used for staging materials and equipment at the work site daily, where you propose to place sanitation equipment and the 20' connex referenced in Paragraph 1.6 COORDINATION AND TIMING OF ABATEMENT/CLEANING AND SEALING ACTIVITIES Section 02080 Asbestos Abatement.
5. Identify where the proposed ingress and egress path will be accomplished for the construction crew. And, if there are phases in the construction that would block the entrances of the State Office Building, please describe your proposed ingress and egress paths during that time for the occupants.
6. Present your schedule for the work. How you plan to complete the work in the fan rooms in a timely manner including time for inspection.
7. Present your plan for removing the ACM on the pan deck on the 6th Floor in the corridor leading to the ETS room adjacent to the 6S fan room. This area needs to remain open to traffic and asbestos must be removed without using wet methods.
8. Present your plan of action in the case of a visual inspection failure.
9. Present your plan of action in the case of an aggressive air sampling failure.
10. Present your plan of action in the case of an enclosure failure.

2. Management Plan for the Project

2. Weight: 10

Response must describe the daily project management both operationally and administratively and shall include, but not limited to, the following:

1. Identify who will have the overall responsibility of being physically on site during all work activity managing the employees and sub-contractors to ensure work is performed in accordance with the contract specifications and work schedule and describe the methods to be used for quality control and performance on a daily basis, roles of supervision and lines of communication with sub-contractor and employees.
2. Identify who will have the overall responsibility for management of the administrative functions of the contract such as schedule of values, invoicing, certified payroll, proof of insurance and

licensing, etc. and identify the roles of supervision and lines of authority for management and operations.

3. Identify who will be your Responsible Person.
4. Identify a minimum of three contact persons who may be reached 24 hours a day (list in the order of preference) and provide their contact information. The contact information should include a phone and an email address for each contact listed. If the phone number is a land line (office phone), a cell phone number should also be included.
5. Identify, describe and provide the administrative processes or documents to be used for the project scheduling, daily reports, inspection reports, schedule of values, certified payroll and weekly progress reports to the owner.

3. Experience and Qualifications

3. Weight: 35

Response must describe and provide detailed relevant direct qualifications, experience for the prime and Subcontractor Company's and the primary key employee(s) who'll be directly performing the scopes of work as noted below:

Scopes of work:

1. Abatement
2. Demolition
3. Rough Carpentry
4. Electrical (connecting to facility power **110v panels**)
5. Industrial Hygienist

Other detailed information to describe:

- a. Full name of each individual.
- b. Employer, employers address, city and state.
- c. Title or description of their specific trade or skill within their organization.
- d. Education, certifications, licenses and years of work experience performing the **specific task** or **trade** that qualifies them to possess the highest level of proficiency and quality of work.
- e. Provide any substantive experience with similar type work to this project that qualifies them to possess the proficiency and quality of work necessary to work in highly sensitive areas within an occupied building abating asbestos fireproofing from a corrugated metal pan deck. Please expand to include any previous projects and locations whereby their references may be checked.
- f. List at least three references with contact persons and telephone numbers for each person.
- g. Describe how you will verify and substantiate the education, certifications, trade skills, licenses or specialty trade industry standard experience and qualifications.

4. Schedule

4. Weight: 10

The project must be substantially complete by **May 15th, 2011**. Request for additional contract time will not be approved. Responders must include in their schedule and costs all means and methods to perform work in order to meet the required completion date. Response must provide the proposed schedule with all applicable phases and sequencing requirements and shall include not less than the following:

1. Identify each phase as it applies to abatement, demolition, rough carpentry and electrical.

2. Identify the recommended critical path sequencing of each phase of work and/or specialty trade or discipline that requires unique timing, management and cure period if applicable and list the sequencing of all trades and required inspections.
3. Describe how you plan to meet or accelerate the schedule for the completion of this project where possible.
4. Identify situation that may cause a delay in your schedule and how your company plans to mitigate these types of delay. Provide past examples on other projects of a similar nature.
5. Identify work phases/tasks that may have overlapping schedules, or trades that will be working on site simultaneously.
6. Identify any work that requires weather permitting conditions.
7. Identify any work that may require special coordination or disruption to the comfort of the occupants of the State Office Building (such as utility disruptions, ect).

5. Alaska Offeror Preference

5. Weight: 10

To be granted this preference:

Response must certify that Offeror meets the following requirements per AS 36.30.170(b):

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:

An Alaska Offeror's preference (i.e. a Rating of 5) will be assigned to the proposal of an Offeror who qualifies as an Alaska bidder using the criteria above.

No Alaska Offeror's preference (i.e. a Rating of 0) will be assigned to the proposal of an Offeror who does not certify that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria above.

6. Price Proposal

6. Weight: 20

Provide a Price Proposal (as instructed by the Submittal Checklist) for all labor, subcontracts, equipment, expenses, etc., in compliance with the RFP Documents. Submit a completed Price Proposal [Section 00310], the Price Proposal Schedule [Section 00312] and Bid Bond [Section 00410].

The Price Proposal score will be calculated as follows:

$$\text{Criterion Score} = \frac{\text{Lowest Bid Price from all proposers} \times \text{MPP}}{\text{Proposer's Bid Price}}$$

Wherein: For purpose of scoring, the **Bid Price** will be the Adjusted Basic Bid Amount as stated on the Price Proposal Schedule, and,

The **MPP** (Maximum Possible Points) will equal (5) x (# of Evaluators) x (Weight assigned to Criterion).

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION DIVISION OF GENERAL SERVICES**

INFORMATION TO PROPOSERS

The Department is concerned over the manner in which proposals are submitted. Proposers are requested to study and follow the proposal assembly instructions as to the method and form for submitting proposals so there will be no reason to reject a proposal.

EXAMINATION OF CONTRACT REQUIREMENTS

Proposers are expected to examine carefully the Project Manual, Drawings, and all other documents incorporated in the contract to determine the requirements thereof before preparing proposals.

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

CONDITIONS AT SITE OF WORK

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

PREPARATION OF PRICE PROPOSALS

- (a) Price Proposals shall be submitted on the forms furnished, and must be manually signed in ink. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the proposal.
- (b) The price proposal schedule will provide for quotation of a price or prices for one or more pay items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

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

- (c) The bidder shall specify the price or prices bid in figures only. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed. When provided within the supplements to the Price Proposal Schedule the Bidder shall specify those Alaska bidder and product preferences applicable to their bid. All entries made by the Bidder and designating applicable preferences must conform to the requirements of AS 36.30 and the instructions on the forms to warrant consideration.
- (d) Neither conditional nor alternative bids will be considered unless called for.
- (e) Unless specifically called for, email, telegraphic or telefacsimile bids will not be considered.
- (f) Price Proposal Schedule form should be enclosed in a separate sealed envelope and enclosed with all other bidding forms required at the opening.

BID SECURITY

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

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

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

The bid securities of the two highest-scoring proposals will be held by the Department until the Contract has been executed, after which such bid securities will be returned. All other bid securities will be returned as soon as practicable.

If all proposals are rejected, all bid securities will be returned as soon as practicable.

PROPOSER'S QUALIFICATIONS

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

SUBMISSION OF PROPOSALS

Proposals must be submitted as directed on the Request for Proposals. Do not include in the envelope any proposals for other work.

ADDENDA REQUIREMENTS

The RFP documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the signature page of the Proposal. All addenda shall be acknowledged on the Proposal or by telegram prior to the scheduled time for receipt of Proposals. If no addenda are received by the proposer, the word "None" should be shown in the acknowledgment block.

Every effort will be made by the Department to insure that proposers receive all addenda when issued. Addenda will be issued to the individual or company to whom the Project Manual and Drawings were issued. Addenda may be issued by any reasonable method such as hand delivery, mail, telefacsimile, telegraph, courier and in special circumstances by phone or e-mail. Addenda will be issued to the address, telefacsimile number or phone number as stated on the planholder's list unless picked up in person or included with the Project Manual and Drawings. It is the proposer's responsibility to insure that he has received all addenda affecting the Request for Proposals. No claim or protest will be allowed based on the proposer's allegation that he did not receive all of the addenda for a Request for Proposals.

WITHDRAWAL OR REVISION OF PRICE PROPOSAL AND TECHNICAL PROPOSALS

A proposer may withdraw or revise a Price Proposal or Technical Proposal after it has been deposited with the Department, provided that the request for such withdrawal or revision is received by the designated office, in writing, by telegram, or by telefacsimile, before the scheduled time.

Telegraphic or telefacsimile modifications shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised bids.

RECEIPT AND OPENING OF PRICE PROPOSALS AND TECHNICAL PROPOSALS

- (a) All Price Proposals and Technical Proposals, including any amendment or withdrawal, must be received by the Department prior to the scheduled time. Any price proposal, amendment, or withdrawal which has not been actually received by the Department prior to the scheduled time will not be considered.
- (b) No responsibility will be attached to any officer or employee of the Department for the premature opening of, or failure to open, a proposal improperly addressed or identified.

- (c) The Department reserves the right to waive any technicality in proposals received when such waiver is in the interest of the State.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

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

REJECTION OF PROPOSALS

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

CONSIDERATION OF PROPOSALS

After the Proposals have been opened and read, they will be compared on the basis identified in within Section 00023 and the apparent low Bidder announced. The apparent low Bidder shall, within 5 working days following identification as the apparent low Bidder, submit a list of all firms with which the prime CONTRACTOR intends to execute subcontracts for the performance of the Contract. The list shall include the name, business address, Alaska business license number and contractor's registration number of each proposed Subcontractor.

Upon confirmation of the contents of the proposal the low Bidder will be identified by the DEPARTMENT by telephone and in writing.

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

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

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

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

A Bidder may replace a listed Subcontractor who:

- (1) fails to comply with AS 08.18;
- (2) files for bankruptcy or becomes insolvent;
- (3) fails to execute a contract with the Bidder involving performance of the Work for which the Subcontractor was listed and the Bidder acted in good faith;

- (4) fails to obtain bonding;
- (5) fails to obtain insurance acceptable to the State;
- (6) fails to perform the Contract with the Bidder involving Work for which the Subcontractor was listed;
- (7) must be substituted in order for the prime CONTRACTOR to satisfy required State and Federal affirmative action requirements;
- (8) refuses to agree or abide with the bidder's labor agreement; or
- (9) is determined by the Contracting Officer to be nonresponsive.

AWARD OF CONTRACT

- (a) The letter of award, if the contract is to be awarded, will be issued to the highest-scoring responsible and responsive Proposer generally within 30 calendar days after opening of proposals.
- (b) All Proposers will be notified of the DEPARTMENT's Intent to Award the Contract and the successful Proposer will be requested to execute certain documents, including the Contract form and bonds.
- (c) The contract will be awarded to the successful Proposer following receipt by the Department of all required documents, properly executed, within the time specified in the intent to award. Failure to enter into a contract within the specified time shall be grounds for forfeiture of the bid security and consideration of the second highest-scoring bidder for award.



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
FACILITIES SECTION

REQUIRED DOCUMENTS

State Funded Contracts

REQUIRED FOR PROPOSAL. Proposals will not be considered if the following documents are not completely filled out and submitted by the specified date and time:

1. **Proposal (Section 00310)**
 2. **Price Proposal Schedule (Section 00312)**
 3. **Technical Proposal (Section 00313)**
 4. **Bid Security (Section 00410 or other form of allowable Security)**
 5. Any proposal revisions must be submitted by the offeror prior to RFP Deadline on the following form:
Bid Modification (Section 00420)
-

REQUIRED AFTER NOTICE OF APPARENT HIGH-SCORING PROPOSER. The apparent highest scoring proposer is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Section 00430)**
-

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

1. **Construction Contract (Section 00510)**
2. **Payment Bond (Section 00620)**
3. **Performance Bond (Section 00610)**
4. **Certificate of Insurance (from carrier)**

STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
FACILITIES SECTION



PRICE PROPOSAL
of

NAME _____

ADDRESS _____

To the **CONTRACTING OFFICER, DEPARTMENT OF ADMINISTRATION**

In compliance with your Proposal dated **March 2nd, 2011**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of Project:

Juneau SOB 2011 Asbestos Abatement Project
Project No. 2011-0222-9963

Located at 333 Willoughby Avenue, Juneau, Alaska, according to the RFP Documents, **and the Technical Proposal (Section 00313)** and for the amount and prices named herein as indicated on the Price Proposal Schedule (Section 00312) consisting of **1** page, which is made a part of this Proposal.

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

The Undersigned hereby agrees to execute the said contract and bonds within 5 calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Administration Division of General Services as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days and to complete the work within the schedule requirements identified herein, after the effective date of the Notice to Proceed, **to be substantially complete by May 15th, 2011**, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract price), as surety conditioned for the full, complete and faithful performance of this contract.

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

Addenda Number	Date Issued

Addenda Number	Date Issued

Addenda Number	Date Issued

NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

Fax Number

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Note:

All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. The products listed by the Bidder on this worksheet have been selected for the referenced project from the "Alaska Product Preference List" which was in force 30 days prior to the advertisement date of this contract. Bidders may obtain a copy of the appropriate listing "Alaska Preference List" by contacting their local DCED office or by writing: Dept. of Community & Economic Development, Alaska Products Preference Listing, 550 West 7th Avenue, Suite 1770, Anchorage, AK 99501 or at "www.dced.state.ak.us/dca/prodpref/prodpref.htm".

BIDDERS INSTRUCTIONS:

A. General. The Contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation accordingly.

B. Form Completion - BASIC BIDS.

(1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.

(2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.

(3) For each suitable product submitted under the "Basic Bid" enter:

- ! the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
- ! the company name of the Alaska producer under the heading "MANUFACTURER", and,
- ! the product class (I, II, or III) and preference percentage (3, 5, or 7%, respectively) under the "CLASS/%" heading.

(4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:

- ! under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work), and
- ! the resulting preference--ie.: the preference percentage times the total declared value amount -- under the heading "REDUCTION AMOUNT".

(5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page #__SUB" in front of the word "TOTAL" and on the first entry line of the following page enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".

(6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".

(7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.

(8) Compute a Grand Total for the Basic Bid Preference. Enter this amount on the final page of the worksheet and at line or column "C" on the Price Proposal Schedule or Price Proposal Schedule Summary Sheet as appropriate. Submit worksheet(s) with Price Proposal Schedule Summary Sheet.

C. Forms Completion - ALTERNATE BIDS.

(1) Enter project number and name, the words "ALTERNATE BID #_____", and CONTRACTOR'S name in the heading of each page as provided.

(2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #_____", and repeat procedures 2 through 5 under part B of these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #_____".

(3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #____--SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.

(4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".

(5) Beginning on the next line enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (ie. "Prehung Doors by Alaska Door Co. in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage.) Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the product has been deleted, the entry (which will differ from those on the basic bid listing) may be "prorated" or as otherwise substantiated.

(6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FORM BASIC BID --SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.

(7) At the bottom of the final page enter the words "ALTERNATE BID #____PREFERENCE GRAND" immediately before the word "TOTAL".

(8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #____) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page as provided and at the corresponding line in column "C" on the Price Proposal Schedule Summary Sheet. Submit worksheet(s) with the Price Proposal Schedule Summary Sheet.

(9) A separate listing for each alternate bid is required.

PRICE PROPOSAL SCHEDULE

**Juneau SOB 2011 Asbestos Abatement Project
Project No. 2011-0222-9963**

Proposers Please Note: Before preparing this price proposal schedule, read carefully, "Information to Proposers", and the following:

The Proposer shall insert a fixed price in figures opposite each pay item that appears in the price proposal schedule to furnish all labor, material, equipment, supervision and provide all work for each item listed. No price is to be entered or tendered for any item not appearing in the price proposal schedule.

Conditioned or qualified price proposals will be considered non-responsive.

NOTICE: Price Proposals will be compared on the basis of the Adjusted Total Basic Price Proposal Amount (d) and will be evaluated in accordance with Section 00023.

PAY ITEM	DESCRIPTION OF PAY ITEM	TOTAL PROPOSAL PRICE, IN FIGURES
-------------	-------------------------	-------------------------------------

Basic Price Proposal: All Work as described within the Request for
Proposal Documents 2011-0222-9963, Lump Sum: \$ _____

a. Total Basic Price Proposal Amount: \$ _____

b. Alaska Bidder's Preference:
(5% of a.) \$ _____

c. Veterans Bidder's Preference:
(5% of a. not to exceed \$5,000.) \$ _____

d. Alaska Products Preference:
(Attach worksheet(s)) \$ _____

e. Adjusted Total Basic Bid Amount:
(a – (b+c) - d) \$ _____

Contractor's Name (Printed)

Alaska Contractor's Registration #

Expires

Alaska Business License #

Expires



TECHNICAL PROPOSAL

of

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, DEPARTMENT OF ADMINISTRATION:

With regard to your Request for Proposals (RFP) dated March 2nd, 2011, for the construction of the Project: known as:

**Juneau SOB 2011 Asbestos Abatement Project
Project No. 2011-0222-9963**

located at **333 Willoughby Avenue, Juneau, Alaska**; the Undersigned understands that a Proposal Evaluation Committee will evaluate all of the Proposals received and select for contract award the proposal which represents the best value to the State. The Undersigned offers for consideration the attached narrative proposal consisting of _____ single-sided pages. The narrative addresses each of the evaluation criteria described in Section 00023.

The Undersigned understands that the contract is intended to be awarded to the Proposer with the highest point score considering all of the evaluation criteria described in Section 00023.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP (give number and date of each).

<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The Undersigned has read the RFP Documents and hereby agrees to the conditions stated therein by affixing his signature below. The Undersigned also certifies the accuracy of statements made in the attached narratives.

Signature

Name and Title of Person Signing

Telephone Number

Fax Number



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
FACILITIES SECTION

BID BOND

For
Juneau SOB 2011 Asbestos Abatement Project
Project No. 2011-0222-9963

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

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

SURETY(IES) (Name and business address):

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

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

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

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

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

PRINCIPAL

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

Corporate
Seal

See Instructions on Page 3

CORPORATE SURETY(IES)

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

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

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

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION DIVISION OF GENERAL SERVICES
FACILITIES SECTION

SUBCONTRACTOR LIST

Juneau SOB 2011 Asbestos Abatement Project 2011-0222-9963

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

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

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

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

LIST FIRST TIER SUBCONTRACTORS ONLY

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

CONTINUE SUBCONTRACTOR INFORMATION ON PAGE 2

I hereby certify the listed Alaska Business Licenses and Contractor's Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

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

Date

()

Phone Number

PROPOSER REGISTRATION FORM

To register with Facilities for a solicitation please fill out the following information and fax/email to:

Fax: (907)465-2189

Email: joshua.dodson@alaska.gov

ATTN: Joshua Dodson

Email: joshua.dodson@alaska.gov

Note: Proposers are asked to register for each solicitation.

Solicitation Number: 2011-0222-9963

Project Name: Juneau SOB 2011 Asbestos Abatement Project

Business Name: _____

Contact Name: _____

Mailing Address: _____

Phone: _____ Cellular Phone: _____ Fax: _____

E-Mail Address: _____



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION DIVISION OF GENERAL SERVICES
FACILITIES SECTION

CONSTRUCTION CONTRACT

Juneau SOB 2011 Asbestos Abatement Project
Project No. 2011-0222-9963

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF ADMINISTRATION DIVISION OF GENERAL SERVICES FACILITIES SECTION, herein called the Department, acting by and through its Contracting Officer, and

Company Name

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

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

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the LUMP SUM of _____ Dollars

(\$ _____), and such other items as are mentioned in the original Request for Proposal, which Price Proposal Schedule and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, **on or before May 15th, 2011**, in accordance with the agreed upon Work Schedule" by the Department. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover **Two Hundred and Fifty (\$250) per day plus the daily rental cost for any Owner provided Negative Air Units (\$14.28 per unit)** for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

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

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

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES
FACILITIES SECTION**

Signature of Contracting Officer

Typed Name

Date



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
FACILITIES SECTION

PERFORMANCE BOND

Bond No. _____

For

Juneau SOB 2011 Asbestos Abatement Project

Project No. 2011-0222-9963

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Department of Administration Division of General Services Authorized Representative

Date

See Instructions on the next page

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION DIVISION OF GENERAL SERVICES
FACILITIES SECTION

PAYMENT BOND

Bond No. _____

For
Juneau SOB 2011 Asbestos Abatement Project
Project No. 2011-0222-9963

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Department of Administration Division of General Services Authorized Representative

Date

INSTRUCTIONS

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

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DOCUMENT 00700 - ISSUED JULY 1985**

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

- ARTICLE 1 - DEFINITIONS**
- ARTICLE 2 - AUTHORITIES AND LIMITATIONS**
 - 2.1 Authorities and Limitations
 - 2.2 Evaluations by Contracting Officer
 - 2.3 Means and Methods
 - 2.4 Visits to Site
- ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**
 - 3.1 Incomplete Contract Documents
 - 3.2 Copies of Contract Documents
 - 3.3 Scope of Work
 - 3.4 Intent of Contract Documents
 - 3.5 Discrepancy in Contract Documents
 - 3.6 Clarifications and Interpretations
 - 3.7 Reuse of Documents
- ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS**
 - 4.1 Availability of Lands
 - 4.2 Visit to Site
 - 4.3 Explorations and Reports
 - 4.4 Utilities
 - 4.5 Damaged Utilities
 - 4.6 Utilities Not Shown or Indicated
 - 4.7 Survey Control
- ARTICLE 5 - BONDS AND INSURANCE**
 - 5.1 Delivery of Bonds
 - 5.2 Bonds
 - 5.3 Replacement of Bond and Surety
 - 5.4 Insurance Requirements
 - 5.5 Indemnification
- ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**
 - 6.1 Supervision of Work
 - 6.2 Superintendence by CONTRACTOR
 - 6.3 Character of Workers
 - 6.4 CONTRACTOR to Furnish
 - 6.5 Materials and Equipment
 - 6.6 Anticipated Schedules
 - 6.7 Finalizing Schedules
 - 6.8 Adjusting Schedules
 - 6.9 Substitutes or "Or-Equal" Items
 - 6.10 Substitute Means and Methods
 - 6.11 Evaluation of Substitution
 - 6.12 Dividing the Work
 - 6.13 Subcontractors
 - 6.14 Use of Premises
 - 6.15 Structural Loading
 - 6.16 Record Documents

- 6.17 Safety and Protection
- 6.18 Safety Representative
- 6.19 Emergencies
- 6.20 Shop Drawings and Samples
- 6.21 Shop Drawing and Sample Review
- 6.22 Maintenance During Construction
- 6.23 Continuing the Work
- 6.24 Consent to Assignment
- 6.25 Use of Explosives
- 6.26 CONTRACTOR's Records

ARTICLE 7 - LAWS AND REGULATIONS

- 7.1 Laws to be Observed
- 7.2 Permits, Licenses, and Taxes
- 7.3 Patented Devices, Materials and Processes
- 7.4 Compliance of Specifications and Drawings
- 7.5 Accident Prevention
- 7.6 Sanitary Provisions
- 7.7 Business Registration
- 7.8 Professional Registration and Certification
- 7.9 Local Building Codes
- 7.10 Air Quality Control
- 7.11 Archaeological or Paleontological Discoveries
- 7.12 Applicable Alaska Preferences
- 7.13 Preferential Employment
- 7.14 Wages and Hours of Labor
- 7.15 Overtime Work Hours and Compensation
- 7.16 Covenant Against Contingent Fees
- 7.17 Officials Not to Benefit
- 7.18 Personal Liability of Public Officials

ARTICLE 8 - OTHER WORK

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

ARTICLE 9 - CHANGES

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

ARTICLE 10- CONTRACT PRICE; COMPUTATION AND CHANGE

- 10.1 Contract Price
- 10.2 Claim for Price Change
- 10.3 Change Order Price Determination
- 10.4 Cost of the Work
- 10.5 Excluded Costs
- 10.6 CONTRACTOR's Fee
- 10.7 Cost Breakdown
- 10.8 Cash Allowances
- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices
- 10.11 Disadvantaged and Women Business Enterprises (DBE and WBE) Program

ARTICLE 11- CONTRACT TIME, COMPUTATION AND CHANGE

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

ARTICLE 12 - QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 Uncovering Work
- 12.5 DEPARTMENT May Stop the Work
- 12.6 Correction or Removal of Defective Work
- 12.7 One Year Correction Period
- 12.8 Acceptance of Defective Work
- 12.9 DEPARTMENT may Correct Defective Work

ARTICLE 13- PAYMENTS TO CONTRACTOR AND COMPLETION

- 13.1 Schedule of Values
- 13.2 Preliminary Payments
- 13.3 Application for Progress Payment
- 13.4 Review of Applications for Progress Payments
- 13.5 Stored Materials and Equipment
- 13.6 CONTRACTOR's Warranty of Title
- 13.7 Withholding of Payments
- 13.8 Retainage
- 13.9 Request for Release of funds
- 13.10 Substantial Completion
- 13.11 Access Following Substantial Completion
- 13.12 Final Inspection
- 13.13 Final Completion and Application for Payment
- 13.14 Final Payment
- 13.15 Final Acceptance
- 13.16 CONTRACTOR's Continuing Obligation
- 13.17 Waiver of Claims by CONTRACTOR
- 13.18 No Waiver of Legal Rights

ARTICLE 14- SUSPENSION OF WORK, DEFAULT AND TERMINATION

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

ARTICLE 15- CLAIMS AND DISPUTES

- 15.1 Notification
- 15.2 Presenting Claim
- 15.3 Claim Validity, Additional Information & Project Manager's Action
- 15.4 Contracting Officer's Decision

ACKNOWLEDGMENT

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

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

ARTICLE 1 - DEFINITIONS

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

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated which are applicable to both the singular and plural thereof. Working titles that have a masculine gender, are intended to refer to persons of either sex.

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

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

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

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

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

A.S - Initials that stand for Alaska Statute.

Award - The acceptance, by the DEPARTMENT, of the successful bid.

Bid Bond - A type of Proposal Guaranty.

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

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

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

Conditions of the Contract - Those portions of the Contract Documents that define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other conditions.

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

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

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

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

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

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

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

Contract Time - The number of Calendar Days or the date specified in the construction Contract and authorized time extensions that identify how much time the CONTRACTOR is allowed to achieve Final Completion.

Controlling Item - Any feature of the Work considered at the time by the Contracting Officer as essential to the orderly completion of the Work and which, if delayed, will delay the time of Final Completion of the Contract (such as an item of Work on the critical path of a network schedule).

Defective - An adjective that refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or Approval referred to in the Contract Documents, or has been damaged prior to the DEPARTMENT's Approval.

DEPARTMENT - The Alaska DEPARTMENT OF ADMINISTRATION. References to "Owner", "State", "Contracting Agency", mean the DEPARTMENT.

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

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

Effective Date of the Contract - The date on which the Contract is fully executed by both CONTRACTOR and the DEPARTMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Guaranty - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if the DEPARTMENT accepts his Proposal.

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

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

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work.

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

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

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

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

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

Supplier - A manufacturer, fabricator, distributor, material man or vendor of materials or equipment.

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

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

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

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

ARTICLE 2 – AUTHORITIES AND LIMITATIONS

2.1 Authorities and Limitations

- 2.1.1 The Contracting Officer alone, shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents, except that the Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Contracting Officer or designate additional representatives, specifying the extent of their authority to act for the Contracting Officer; a copy of each document vesting additional authority in or removing that authority from an authorized representative or designating an additional authorized representative shall be furnished to the CONTRACTOR. The head of the Contracting Agency reserves the right to appoint a new Contracting Officer without affecting any of the CONTRACTOR's obligations to the DEPARTMENT under this Contract.
- 2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the DEPARTMENT as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.
- 2.1.4 The term "Contracting Officer" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Contracting Officer when authorized in accordance with Paragraph 2.1.1.

2.2 Evaluations by Contracting Officer:

- 2.2.1 The Contracting Officer will decide all questions which may arise as to:
- a. Quality and acceptability of materials furnished;
 - b. Quality and acceptability of Work performed;
 - c. Compliance with the schedule of progress;
 - d. Interpretation of Contract Documents;
 - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".

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

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

2.3 Means & Methods:

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

2.4 Visits to Site/Place of Business:

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

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

3.2 Copies of Contract Documents:

The DEPARTMENT shall furnish to the CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work:

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

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

3.4 Intent of Contract Documents:

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.

3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the DEPARTMENT and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures,

dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the DEPARTMENT for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.5.2 Discrepancy - Order of Precedence:

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

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

3.6 Clarifications and Interpretations:

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

3.7 Reuse of Documents:

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

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

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

The DEPARTMENT shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the DEPARTMENT, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Visit to Site:

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

4.3 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the DEPARTMENT in preparation of the Contract Documents. The CONTRACTOR may for his purposes rely upon the accuracy of the factual

data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

4.4 Utilities:

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

4.4.1 NOT USED**4.4.2 The CONTRACTOR shall have full responsibility for:**

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

4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.**4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.****4.5 Damaged Utilities:**

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

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

4.6 Utilities Not Shown or Indicated:

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

4.7 Survey Control:

The DEPARTMENT will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes will be provided the DEPARTMENT on a weekly basis with variations between the Contract Documents and actual field conditions identified. Survey notes are to be in a format acceptable to the DEPARTMENT.

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION**5.1 Delivery of Bonds:**

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

5.2 Bonds:

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

The Contracting Officer shall determine the adequacy of bonds that are provided by individual Surety at the option of the CONTRACTOR. Any costs incurred by the CONTRACTOR or individual Surety shall be borne by the CONTRACTOR. Where individual Sureties are used, two individual Sureties must each provide the State of Alaska with security equal to the amount of each bond by one, or a combination of, the following methods:

- a. Escrow account in the name of the DEPARTMENT for the duration of the Contract. Acceptable securities would include, but not necessarily be limited to: cash; treasury notes; bearer instruments having a specific value, or; money market certificates.
- b. First *Deed of Trust* with the DEPARTMENT designated as beneficiary, against the unencumbered value of the real property located within the State of Alaska, or an agreement by any second party, including deeds of trust, mortgage, lien or judgment interests to subrogate their interests to that of the State of Alaska in the real property which has been offered by the individual Surety.

A title insurance policy with the State of Alaska as a named beneficiary and a current (within 3 months) professional appraisal or assessed valuation will be required to ascertain the true value of the property offered as collateral. If buildings or other valued improvements are involved then fire and casualty insurance with the State of Alaska as a named insured and in limits and coverage acceptable to the Contracting Officer shall be required. The appraiser shall acknowledge in writing that the appraisal is prepared for the benefit of the DEPARTMENT and the DEPARTMENT has the right to rely on its contents. This *Deed* must be recorded in the recording office where the property is located.

With respect to clauses "a" and "b" above the *Deed of Trust* or other accepted security shall not be released until 12 months after Final Acceptance of the Project and settlement of all outstanding claims.

5.3 Replacement of Bond and Surety:

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

A corporate Surety may replace an individual Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the DEPARTMENT may, at its option, accept substitute collateral.

5.4 Insurance Requirements:

5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the DEPARTMENT covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations that arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the DEPARTMENT of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of Work under this agreement the following policies of insurance. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

- a. Workers' Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees of the CONTRACTOR engaged in Work under this Contract, Workers' Compensation Insurance as required by AS 23.30.045.

The CONTRACTOR shall be responsible for Workers' Compensation Insurance for any Subcontractor who provides services under this Contract, to include:

1. Employer's Liability Protection in the amount of \$100,000 per person/\$100,000 per occurrence;
2. If the CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a Condition of the Contract.

- b. Comprehensive or Commercial General Liability Insurance: Such insurance shall cover all operations by or on behalf of the CONTRACTOR and provide insurance for bodily injury and property damage liability including coverage for:

premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 5.5, Indemnification; broad form property damage; and personal injury liability.

The minimum limits of liability shall be:

1. If the CONTRACTOR carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:
 - \$500,000 each occurrence
 - \$1,000,000 aggregate
2. If the CONTRACTOR carries a Commercial General Liability policy, the limits of liability shall not be less than:
 - \$500,000 each occurrence (Combined Single Limit for bodily injury and property damage)
 - \$500,000 for Personal Injury Liability
 - \$1,000,000 aggregate for Products-Completed Operations
 - \$1,000,000 general aggregate

The State of Alaska, DEPARTMENT OF ADMINISTRATION shall be named as an "Additional Insured" under all liability coverage listed above.

- c. Automobile Liability Insurance:

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

\$1,000,000 each occurrence

(Combined Single Limit for bodily injury and property damage.)

- d. Builder's Risk Insurance:

Coverage shall be on an "All Risk" completed value basis including "quake and flood" and protect the interests of the DEPARTMENT, the CONTRACTOR and his Subcontractors. Coverage shall include all materials, supplies and equipment that are intended for specific installation in the Project while such

materials, supplies and equipment are located at the Project site, in transit from port of arrival to job site and while temporarily located away from the Project site.

In addition to providing the above coverage the CONTRACTOR shall ensure that Subcontractors provide insurance coverage as noted in clauses a., b., and c. of this subparagraph. Builder's Risk insurance will only be applicable to Subcontractors if so noted in the Supplementary Conditions.

e. Other Coverage:

As specified in the Supplementary Conditions.

- 5.4.3 Evidence, consisting of a certificate of insurance or the policy declaration page with required endorsements attached thereto - all of which have been executed by the insurer's representative and issued to the DEPARTMENT - shall denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration of policies.

Evidence pertaining to Worker's Compensation, General Liability, or Automobile Liability is required for Award. All other coverage shall be evidenced prior to commencement of Work. Acceptance by the DEPARTMENT of deficient evidence does not constitute a waiver of Contract requirements as provided for by the Conditions of the Contract.

If a certificate is submitted as evidence it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Contract Name and Number, and Project Number)."

5.5 Indemnification:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work:

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

6.2 Superintendence by CONTRACTOR:

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

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

6.3 Character of Workers:

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

6.4 CONTRACTOR to Furnish:

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

6.5 Materials and Equipment:

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

6.6 Anticipated Schedules:

- 6.6.1 Within reasonable time prior to the preconstruction conference, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.
- 6.6.2 Within fifteen days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review:

Anticipated schedule of Shop Drawing submissions; and

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

6.7 Finalizing Schedules:

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

6.8 Adjusting Schedules:

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

6.9 Substitutes or "Or-Equal" Items:

- 6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, the Contracting Officer may accept materials or equipment of other Suppliers only if sufficient information is submitted by the CONTRACTOR clearly demonstrating to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.
- 6.9.2 The CONTRACTING OFFICER will not accept requests for review of substitute items of material and equipment from anyone other than the CONTRACTOR.

- 6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the DEPARTMENT for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
- 6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed substitute. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.

6.10 Substitute Means and Methods:

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

6.11 Evaluation of Substitution:

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

6.12 Dividing the Work:

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

6.13 Subcontractors:

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

- 6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract. All subcontracts submitted for Approval must contain provisions for payment for Work done by the Subcontractor within 7 days of receipt of payment by the CONTRACTOR. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the DEPARTMENT to reject Defective Work.

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

6.14 Use of Premises:

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

6.15 Structural Loading:

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

6.16 Record Documents:

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

6.17 Safety and Protection:

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

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

The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by

the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.18 Safety Representative:

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

6.19 Emergencies:

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

6.20 Shop Drawings and Samples:

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

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR

shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

- 6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. Approval by the Contracting Officer will not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.
- 6.21.3 The DEPARTMENT shall be responsible for all DEPARTMENT review costs resulting from the initial submission and for the re-submittal. The CONTRACTOR shall, at the discretion of the Contracting Agency, pay all review costs incurred by the DEPARTMENT as a result of any additional re-submittals.
- 6.21.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

6.22 Maintenance During Construction:

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

6.23 Continuing the Work:

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

6.24 Consent to Assignment:

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

6.25 Use of Explosives:

- 6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.
- 6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.
- 6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.26 CONTRACTOR's Records:

- 6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.
- 6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.
- 6.26.3 Records of all communications between the DEPARTMENT and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period

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

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed

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

7.2 Permits, Licenses, and Taxes

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

7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the DEPARTMENT, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the DEPARTMENT for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 Compliance of Specifications and Drawings:

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

7.5 Accident Prevention:

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

7.6 Sanitary Provisions:

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

7.7 Business Registration:

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

7.8 Professional Registration and Certification:

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

7.9 Local Building Codes:

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

7.10 Air Quality Control:

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

7.11 Archaeological or Paleontological Discoveries:

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra Work, such shall be covered by an appropriate Contract change document.

7.12 Applicable Alaska Preferences:

7.12.1 In determining the low bidder for State funded projects, a 5% bid preference is given to "Alaska bidders", as required under AS 36.30.170. "Alaska bidder" means a person who:

(1) holds a current Alaska business license;

(2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license

(3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;

(4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and

(5) if a joint venture, is composed entirely of venturers that qualify under (1) through (4), above.

7.12.2 In determining the low bidder for State funded projects, an "Alaska products" preference has been given as required under AS 36.30.326 - 36.30.332, when the bid documents designate the use of Alaska products. If the successful Bidder/CONTRACTOR proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful Bidder/CONTRACTOR in an amount equal to the product preference percentage granted to the successful Bidder/CONTRACTOR plus one percent multiplied by the total declared value of the Alaska products proposed but not used.

7.12.3 Pursuant to AS 36.15.050 and AS 36.30.322, "agricultural/wood" products harvested in Alaska shall be used in State funded projects whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state, when such products are not utilized, the CONTRACTOR shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The CONTRACTOR's use of agricultural/wood products that fail to meet the requirements of this section shall be subject to the provisions of paragraphs 12.6 through 12.9 relating to Defective Work.

7.12.4 The CONTRACTOR shall maintain records, in a format acceptable to the Contracting Officer, which establish the type and extent of "agricultural/wood" and "Alaska" products utilized. All record keeping and documentation associated with the requirements 7.12.2 and 7.12.3 of this paragraph, must be provided to the DEPARTMENT upon written request or as otherwise provided within the Contract Documents.

7.13 Preferential Employment:

The CONTRACTOR shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract. In order to ensure that CONTRACTOR's Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the CONTRACTOR shall include in its contracts with Subcontractors under this Contract language that is substantially the same as the first sentence of this provision.

7.14 Wages and Hours of Labor:

- 7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor and, upon request, to the Contracting Officer to assure compliance with AS 36.05.040, *Filing Schedule of Employees Wages Paid and Other Information*. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the Work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR'S certified payrolls.
- 7.14.2 The following labor provisions shall also apply to this Contract:
- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
 - b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
 - c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
 - d. the DEPARTMENT shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.15 Overtime Work Hours and Compensation:

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

7.16 Covenant Against Contingent Fees:

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

7.17 Officials Not to Benefit:

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

7.18 Personal Liability of Public Officials:

In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Contracting Officer by the Contract, there will be no liability upon the Contracting Officer nor upon state employees authorized as his representatives,

either personally or as officials of the State of Alaska, it being always understood that in such matters they act as agents and representatives of the DEPARTMENT.

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site:

- 8.1.1 The DEPARTMENT reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the DEPARTMENT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

8.2 Access, Cutting, and Patching:

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

8.3 Defective Work by Others:

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

8.4 Coordination:

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

ARTICLE 9 - CHANGES

9.1 DEPARTMENT's Right to Change

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

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In State-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

9.2 Authorization of Changes within the General Scope.

One or more of following means shall be used to authorize additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1:

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

9.3 Directive

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

9.4 Change Order

For changes within the scope of the Work, a change in Contract Time, Contract Price, or responsibility may be made only by Change Order. Upon receipt of an executed Change Order, the 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. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11.

9.5 Shop Drawing Variations

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

9.6 Changes Outside the General Scope; Supplemental Agreement

When the Contracting Officer determines that a change is outside the general scope of the Contract, it must be authorized by a Supplemental Agreement signed by the appropriate representatives of the DEPARTMENT and the CONTRACTOR.

9.7 Unauthorized Work:

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

9.8 Notification of Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a Surety, the giving of

any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable bond will be adjusted accordingly.

9.9 Differing Site Conditions:

- 9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- 9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

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

10.2 Claim for Price Change:

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

10.3 Change Order Price Determination:

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

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).
- 10.3.2 By mutual acceptance of a lump sum price which includes overhead and profit.
- 10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the "cost of the work" (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.6).
- 10.3.4 Before a Change Order or Supplemental Agreement is approved; the CONTRACTOR shall submit cost or pricing data regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

10.4 Cost of the Work:

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

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the DEPARTMENT and the CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the DEPARTMENT.

- 10.4.2 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 the CONTRACTOR unless the DEPARTMENT deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the DEPARTMENT. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the DEPARTMENT, and the CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the DEPARTMENT, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the DEPARTMENT who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the work" plus a fee, the Subcontractor' "cost of the work" shall be determined in the same manner as the CONTRACTOR's "cost of work" as described in paragraphs 10.4 through 10.5; and the Subcontractor's fee shall be established as provided for under subparagraph 10.6.2 clause b. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- 10.4.5 Supplemental costs including the following:
- a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements Approved by the DEPARTMENT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
 - e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the DEPARTMENT. No such losses, damages and expenses shall be included in the "cost of the work" for the purpose of determining the CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
 - g. The cost of utilities, fuel and sanitary facilities at the site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
 - I. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the DEPARTMENT in accordance with Article 5.

10.5 Excluded Costs:

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

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included

in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.i above).
- 10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR's Fee:

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

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

10.7 Cost Breakdown:

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

10.8 Cash Allowances:

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

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

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

10.9 Unit Price Work:

- 10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the DEPARTMENT in accordance with paragraph 10.10.

- 10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.
- 10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted; except as provided below:
- a. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more than 25 percent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above 125 percent of the quantity stated in the bid schedule.
 - b. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally bid for the item.

10.10 Determinations for Unit Prices:

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

10.11 Disadvantaged and Women Business Enterprises (DBE & WBE) Program:

The Contract Price shall be adjusted by such means as provided in the section entitled "Phase III - Determination of Liquidated Damages and Bonuses", DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE (DBE & WBE) PROGRAM, Form 25A300.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

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

11.2 Starting the Work:

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

11.3 Computation of Contract Time:

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

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

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

11.4 Time Change:

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

11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the DEPARTMENT in its contractual capacity, acts of another contractor in the performance of a contract with the DEPARTMENT, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract:

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

11.7 Reasonable Completion Time:

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

11.8 Delay Damages:

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

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

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

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

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

12.2 Access to Work:

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

12.3 Tests and Inspections:

- 12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or Approvals.
- 12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with DEPARTMENT's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work.

The CONTRACTOR shall pay the cost of all inspections, tests and approvals that are required by the Contract Documents in addition to those above.. The DEPARTMENT may perform additional tests and inspections that it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.

- 12.3.4 If any Work (including the work of others) that is to be inspected, tested or Approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.
- 12.3.5 Neither observations nor inspections, tests or Approvals by the DEPARTMENT or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering Work:

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

12.5 DEPARTMENT May Stop the Work:

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

12.6 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

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

12.8 Acceptance of Defective Work:

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

12.9 DEPARTMENT May Correct Defective Work:

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

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

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

13.2 Preliminary Payments:

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

13.3 Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis or twice a month when requested by the CONTRACTOR, but only when the approved invoice exceeds \$10,000.00.

13.4 Review of Applications for Progress Payment:

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

13.5 Stored Materials and Equipment:

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

13.6 CONTRACTOR's Warranty of Title:

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

13.7 Withholding of Payments:

The DEPARTMENT may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

- 13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.
- 13.7.2 A Change Order has reduced the Contract Price,
- 13.7.3 The DEPARTMENT has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The DEPARTMENT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the DEPARTMENT or against the funds held by the DEPARTMENT on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the DEPARTMENT to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test; nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
 - 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage:

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

13.9 Request for Release of Funds:

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

13.10 Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefore. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

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

13.11 Access Following Substantial Completion:

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

13.12 Final Inspection:

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

13.13 Final Completion and Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors

and Suppliers, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents; and after the Contracting Officer has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.18, the CONTRACTOR may make application for final payment following the procedure for progress payments. All remaining certificates, warranties, guarantees, releases, affidavits shall accompany the final Application for Payment, and other documentation required by the Contract Documents.

13.14 Final Payment:

- 13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the DEPARTMENT will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.
- 13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the DEPARTMENT for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the DEPARTMENT with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.15 Final Acceptance:

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

13.16 CONTRACTOR's Continuing Obligation:

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

13.17 Waiver of Claims by CONTRACTOR:

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

13.18 No Waiver of Legal Rights:

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

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 DEPARTMENT May Suspend Work:

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

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

14.2 Default of Contract:

- 14.2.1 If the CONTRACTOR:
- a. Fails to begin the Work under the Contract within the time specified in the Proposal, or
 - b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workmen, suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or
 - c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work, or
 - d. Discontinues the prosecution of the Work, or
 - e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
 - f. becomes insolvent, except that if the CONTRACTOR declares bankruptcy termination in accordance with all *U.S.C. 362* and/or *11 U.S.C. 365*. In the event the CONTRACTOR declares bankruptcy the CONTRACTOR agrees that the Contract will be assumed or rejected in a timely manner so that the Contract will be completed by the date specified in the Contract Documents, or
 - g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
 - h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
 - i. Disregards Regulatory Requirements of any public body having jurisdiction, or
 - j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
 - k. For any cause whatsoever, fails to carry on the Work in an acceptable manner,
the Contracting Officer may give notice in writing to the CONTRACTOR and his Surety of such delay, neglect, or default.
- 14.2.2 If the CONTRACTOR or Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the DEPARTMENT may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The DEPARTMENT may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the DEPARTMENT may deem expedient. The DEPARTMENT may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.
- 14.2.3 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the DEPARTMENT for Approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for Approval of subcontracts as stated in the Contract Documents.
- 14.2.4 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.5 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses

incurred by the DEPARTMENT in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other re-procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the DEPARTMENT and any amounts due to persons for whose benefit the DEPARTMENT has withheld funds, such excess shall be paid by the DEPARTMENT to the CONTRACTOR. If the damages, costs, and expenses due the DEPARTMENT exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.

- 14.2.6 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

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

14.4 Convenience Termination:

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

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

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

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

- 14.4.2 When the DEPARTMENT orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15 % with materials becoming the property of the DEPARTMENT - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the DEPARTMENT shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancelled without charges, to the extent that the CONTRACTOR can establish them. The DEPARTMENT shall pay the extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.
- 14.4.3 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90 day period. Upon failure of the CONTRACTOR to submit his termination claim

within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.

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

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

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the *Notice of Termination*;
 - b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
 - c. The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.
- 14.4.5 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal.

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:

- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
 - b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,
 - d. All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.6 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability.

Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 Notification:

In addition to the notice requirements set out elsewhere in this Contract, if the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the Contract, the CONTRACTOR shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Project Manager.

The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the "Intent to Claim". The Project Manager will acknowledge receipt of the claim in writing.

The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance of the Contract.

15.2 Presenting Claim:

The claim shall specifically include the following:

- 15.2.1 The act, event or condition giving rise to the claim;
- 15.2.2 the Contract provisions that apply to the claim and under which relief is provided;
- 15.2.3 the item or items of Contract Work affected and how they are affected;
- 15.2.4 the specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

15.3 Claim Validity, Additional Information, and Project Manager's Actions:

The claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the CONTRACTOR for such act, event, or condition. The Project Manager reserves the right to make written request to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the claim. The CONTRACTOR agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contracting Officer for formal written decision.

15.4 Contracting Officer's Decision:

The CONTRACTOR will be furnished the Contracting Officers decision within the next 90 days, unless the Contracting Officer requests additional information. The Contracting Officer's decision is final and conclusive unless fraudulent as to the claim or unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Appeals Officer. Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

INDEX TO GENERAL CONDITIONS

A	<u>Article or Paragraph Number</u>
Acceptance of Insurance	5.3
Access to the Work	8.2; 13.11; 12.2
Actual Damages	11.8
Addenda-definition of	Article 1
Advertisement - definition of	Article 1
Alaska Agricultural/Wood Products	7.12.3
Alaska Bidder - definition of.....	7.12.1
Alaska Preferences	7.12
Alaska Products.....	7.12.2
Application for Payment-definition of	Article 1
Application for Payment, Final	13.2
Application for Progress Payment.....	13.3
Application for Progress Payment-review of	13.4
Approved or Approval -definition of	Article 1
Authorized Minor Variations in Work	9.3.2
Availability of Lands.....	4.1
Award-defined	Article 1
B	
Before Starting Construction.....	11.2
Bid Bonds-definition of.....	Article 1
Bidder-definition of.....	Article 1
Bonds and insurances-in general.....	Article 5
Bonds, Delivery of	5.1
Bonds, Performance and Other	5.2
Builder's Risk Insurance ("ALL RISK").....	5.4.3.d
C	
Cash Allowances	10.8
Change Order-definition of	Article 1
Change Orders-to be executed	9.4
Changes in the Work.....	9.1
Claims, Waiver of-on Final Payment	13.17
Clarifications and Interpretations	2.2.1.d; 3.6
Cleaning	6.5
Completion, Final.....	13.14
Completion, Substantial	13.10
Conferences, Preconstruction.....	6.6.1
Conflict, Error, Discrepancy-CONTRACTOR to Report	3.5
Construction Machinery, Equipment, etc.....	6.4
Consultant-definition of	Article 1
Continuing the Work.....	6.23
Contract-definition of.....	Article 1
Contract Documents-amending and Supplementing	9.1; 9.4; 9.6
Contract Documents- definition of.....	Article 1

Contract Documents-Intent	3.4
Contract Documents-Reuse of	3.7
Contract Price, Change of	9.4; 9.6; 10.1
Contract Price-definition of.....	Article 1
Contracting Officer's Authorities and Limitations	2.1
Contracting Officer- definition of	Article 1
Contracting Officer's Evaluations	2.2
Contract Time, Change of	9.4; 9.6; 11.4
Contract Time, Commencement of	11.1
Contract Time-definition of	Article 1
CONTRACTOR-definition of.....	Article 1
CONTRACTOR May Stop Work or Terminate	3.5.1; 4.6; 14.4.1
CONTRACTOR'S Continuing Obligation.....	13.5
CONTRACTOR'S Duty to Report Discrepancy in Documents.....	3.5
CONTRACTOR'S Fee-Cost Plus.....	10.3.3
CONTRACTOR'S Liability Insurance.....	5.4.3
CONTRACTOR'S Records.....	6.26
CONTRACTOR'S Responsibilities-in general.....	Article 6
CONTRACTOR'S Warranty to Title	13.6
Contractors-other.....	8.1; 8.2
Contractual Liability Insurance	5.4.3.b
Coordination.....	6.13.5; 8.4
Copies of Contract Documents	3.2
Correction or Removal of Defective Work	12.6
Correction Period, One Year.....	12.7
Correction, Removal or Acceptance of Defective Work-in general.....	12.6; 12.8
Cost and Pricing Data.....	10.3.4
Cost-net decrease	10.6.2.d; 10.6.2.e
Cost of Work.....	10.4
Costs, Supplemental.....	10.4.5
D	
Day, Calendar-definition of.....	Article 1
Defective-definition of	Article 1
Defective Work, Acceptance of	12.8
Defective Work, Correction or Removal of	12.6; 12.9
Defective Work-in general	12.6; 12.8
Defective Work, Rejecting.....	12.4.2; 12.5
Definitions.....	Article 1
Delivery of Bonds	5.1
DEPARTMENT-definition of.....	Article 1
DEPARTMENT May Correct Defective Work	12.9
DEPARTMENT May Stop Work	12.5
DEPARTMENT May Suspend Work	14.1
DEPARTMENT'S Liability Insurance.....	5.4.3.d
DEPARTMENT'S Responsibilities-in general	2.1

DEPARTMENT'S Separate Representative at site2.1.1; 2.1.3

Determination for Unit Prices10.10

Differing Site Conditions9.9

Directive-definition of.....Article 1

Directive-to be executed.....9.3

Directive-required performance9.3.5

Disadvantaged and Women Business Enterprise10.11

Disputes, Decisions by Contracting Officer2.2.1; 15.4

Documents, Copies of Contract3.2

Documents, Record6.16; 13.13

Documents, Reuse.....3.7

Drawings-definition ofArticle 1

E

Easements.....4.1

Effective date of Contract-definition ofArticle 1

Emergencies6.19

Equipment, Labor, Materials and6.3; 6.4; 6.5

Equivalent Materials and Equipment6.9

Explorations of physical conditions4.3

Explosives6.25

F

Fee, CONTRACTOR'S-Costs Plus10.3.3

Final Acceptance13.15

Final Acceptance- definition of.....Article 1

Final Completion and Application for Payment.....13.13

Final Completion- definition of.....Article 1

Final Inspection13.12

Final Payment13.14

Final Payment, Processing of.....13.14

G

General Requirements-definition of.....Article 1

Giving Notice3.5.1; 4.4.4; 4.6; 5.4.2; 6.17.3; 6.19; 6.20.4; 7.4;
7.11; 8.1.4; 8.3; 9.3.6; 9.8; 9.9; 10.10; 11.1;
11.2; 11.5; 12.1; 12.3.1; 12.3.4; 12.9; 13.10;
13.12; 14.1.1; 14.2.1 thru 14.2.4; 14.4.1; 14.4.3;
15.1; 15.5

Guarantee of Work-by CONTRACTOR.....12.1

I

Indemnification7.1; 7.3; 5.5

Inspection, Final.....13.12

Inspection, Tests and.....12.3

Install-definition of.....Article 1

Insurance, Bonds and- in generalArticle 5

Insurance, Certification of.....5.4.2

Insurance, Completed Operations5.4.3.b

Insurance, CONTRACTOR'S Liability5.4.3.b
 Insurance, Contractual Liability5.4.3.b
 Insurance, Owner's Liability5.4.1
 Insurance, Property Damage5.4.3.b
 Insurance, Waiver of Subrogation Rights5.4.1
 Intent of Contract Documents3.4
 Interpretations and Clarifications2.2.1.3; 3.6
 Investigations of physical conditions4.3
 Invitation for Bids- definition ofArticle 1

L

Labor, Materials and Equipment6.3; 6.4; 6.5
 Laws and Regulations- generalArticle 7
 Liability Insurance- CONTRACTOR'S5.4.1
 Liability Insurance-Owner's5.4.1
 Liens, Resulting Judgments.....14.2.1.g
 Liquidated Damages.....11.8

M

Materials and equipment- furnished by CONTRACTOR6.4
 Materials and equipment- incorporated in Work.....6.5
 Materials or equipment- equivalent.....6.9
 Multi-prime contracts8.1

N

Notice, Giving of (See Giving Notice)
 Notice of Final Acceptance13.15
 Notice of Intent to Award-definition ofArticle 1
 Notice to Proceed-definition ofArticle 1
 Notice to Proceed-giving of11.1; 11.2; 11.3

O

"Or-Equal" Item6.9
 Other contractorsArticle 8
 Other work8.1.1
 Overtime Work-authorization of7.15; 10.4.1
 Owner-definition of (See DEPARTMENT).....Article 1

P

Partial Utilization13.10
 Partial Utilization (See Substantial Completion)- definition ofArticle 1
 Partial Utilization- Property Insurance.....13.10
 Patent Fees and Royalties.....7.3
 Payment, Recommendation of13.4
 Payments to CONTRACTOR-in generalArticle 13
 Payments of CONTRACTOR- withholding13.7
 Performance and other Bonds5.2
 Permits7.2
 Physical Conditions-in general.....Article 4
 Physical Conditions- Contracting officer's review9.9

Physical Conditions- existing structures4.3
 Physical Conditions- explorations and reports4.3
 Physical Conditions-possible document change9.9
 Physical Conditions-price and time adjustments.....9.9
 Physical Conditions-report of differing.....4.6; 9.9
 Physical Conditions- Underground Utilities4.4
 Preconstruction Conference6.6.1
 Premises, Use of.....6.14
 Price, Change of Contract10.1
 Price, Contract-definition of.....Article 1
 Progress Payment, Application for.....13.1
 Progress Payment-retainage13.8
 Progress schedule6.6; 6.7; 6.8
 Project-definition of Article 1
 Project Manager-definition ofArticle 1
 Project Representation- provision for.....2.1.1
 Project, Starting the.....11.2
 Property Insurance5.4.3
 Property Insurance- Partial Utilization.....13.10
 Protection, Safety and6.17
 Punch list.....13.10

R

Recommendation of Progress Payment.....13.4
 Record Documents6.16
 Reference Points.....4.7
 Regulations, Laws and Article 7
 Rejecting Defective Work.....12.4.2; 12.5
 Related Work at Site3.4.1
 Removal or Correction of Defective Work12.6; 12.9
 Responsibilities, CONTRACTOR'S-in generalArticle 6
 Retainage.....13.8
 Reuse of Documents3.7
 Review of Shop Drawings and Samples6.21
 Right of Ways4.1
 Royalties, Patent Fees and.....7.3

S

Safety and Protection6.17
 Samples6.20; 6.21
 Schedule of Progress6.6; 6.7; 6.8
 Schedule of Shop Drawing submissions6.6; 6.7; 6.8; 6.20.1
 Schedule of Values- definition.....Article1
 Schedule of Values.....6.6; 6.7; 6.8
 Schedules, Finalizing6.7
 Shop Drawings and Samples.....6.20; 6.21
 Shop Drawings-definition of.....Article 1

Shop Drawings, use to approve substitutions.....6.9.4; 6.20.4

Site, Visits to-by Contracting Officer.....2.4

Specifications-definition ofArticle 1

Starting Construction, Before.....6.6.1

Starting the Project.....11.2

Stopping Work-by CONTRACTOR.....3.5.1; 4.6; 14.4.1

Stopping Work-by Owner12.5; 14.1

Subcontractor-definition ofArticle 1

Subcontractors-in general.....6.13

Subcontracts-required provisions6.13.1; 6.13.3

Substantial Completion- certification of13.10

Substantial Completion- definition ofArticle 1

Substitute or "Or-Equal" Items.....6.9

Subsurface ConditionsArticle 4, 9.9

Supplemental Agreement- definition ofArticle 1

Supplemental Agreement- general use.....9.6

Supplemental costs.....10.4.5

Supplementary Conditions- definition ofArticle 1

Supplementary Conditions- principal references to3.5; 4.3; 5.4; 11.8

Supplier-definition ofArticle 1

Supplier-principal references2.1.3; 3.7; 6.9; 6.12; 6.13.2; 6.20; 6.21

Surety-consent to payment.....13.14.2

Surety-Consultant has no duty to2.13

Surety-notice to9.8; 14.2

Surety-qualification of5.2; 5.3

Surety Replacement5.3

Suspending Work, by Owner14.1

Suspension of Work and Termination-in general.....Article 14

Superintendent-CONTRACTOR's6.2

Supervision and Superintendence6.1; 6.2

T

Taxes-Payment by CONTRACTOR.....7.2

Termination-by Owner.....14.4.1

Termination, Suspension of Work and-in general.....Article 14

Tests and Inspections12.3

Time, Change of Contract.....9.4; 11.4

Time, Computations of.....11.3

Time, Contract-definition ofArticle 1

U

Uncovering Work.....12.4

Underground Utilities- general.....4.4

Underground Utilities-not shown or indicated.....4.6

Underground Utilities- protection of.....4.4.2.d

Underground Utilities- shown or indicated.....4.4.1

Unit Price Work-definition ofArticle 1

Unit Price Work-general 10.9
 Unit Prices 10.9.1
 Unit Prices, Determination for 10.10
 Use of Promises 6.14
 Utility Owner's Notification 4.4.2.c; 4.4.3; 4.4.4; 4.5; 4.6
 Utility, Damaged 4.5

V

Values, Schedule of 6.6; 6.7; 6.8
 Variations in Work- Authorized 9.2
 Visits to Site-by Contracting Officer 2.4

W

Waiver of Claims-on Final Payment 13.17
 Waiver of Rights by insured parties 13.18
 Warranty and Guarantee-by CONTRACTOR 12.1
 Warranty of Title, CONTRACTOR'S 13.6
 Work, Access to 8.2; 13.11; 12.2
 Work-by others-general Article 8
 Work Continuing During Disputes 6.23
 Work, Cost of 10.4
 Work-definition of Article 1
 Work, Neglected by CONTRACTOR 14.2.1.c
 Work, Stopping by CONTRACTOR 3.5.1; 4.6
 Work, Stopping by Owner 12.5; 14.1

SECTION 00800
SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO THE GENERAL CONDITIONS
(STATE FUNDED CONTRACTS)

The following supplements modify, change, delete from, add to the "General Conditions of the Construction Contract for Buildings", revised December, 1987 (c) 4/96. Where any article of the General Conditions is modified, or and Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, of Clause shall remain in effect.

SC-1-DEFINITIONS

At General Conditions Article 1, add the following definitions:

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

ARCHITECT. Where used in the contract documents, “ARCHITECT” shall mean the DEPARTMENT’S ENGINEER.

ARCHITECT/ENGINEER. Where used in the contract documents, “ARCHITECT/ENGINEER” shall mean the DEPARTMENT’S ENGINEER.

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

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

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

INSPECTOR. The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

INTERIM WORK AUTHORIZATION. A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

LABORATORY. The official testing laboratories of the DEPARTMENT or such other laboratories as may be designated by the Engineer or identified in the contract documents.

MATERIALS. Any substances specified for use in the construction of the project.

PRECONSTRUCTION CONFERENCE. A meeting between the CONTRACTOR and the Engineer, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

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

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

TRAFFIC CONTROL PLAN (TCP). A drawing of one or more specific plans that detail the routing of pedestrian, and/or vehicular traffic through or around a construction area.

USING AGENCY. The State of Alaska Department of Administration.

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

At General Conditions **Article 1**, definition of **Contract Time**, last sentence, Replace “...Final Completion...” with:

“...Substantial Completion...”.

At General Conditions **Article 1**, definition of **Controlling Item**: Delete the text of this definition and replace with the following:

“Any feature of the Work on the critical path of a network schedule.”

At General Conditions **Article 1**, definition of **Defective**: Delete the text of this definition and replace with the following:

“Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents.”

At General Conditions **Article 1**, definition of **Effective Date of the Contract**: Delete the text of this definition in its entirety.

At General Conditions **Article 1**, definition **Shop Drawings**: Add the following text:

“Where used in the Contract Documents, “Shop Drawings” shall also mean “Submittals”.”

At General Conditions **Article 1**, second paragraph: Delete this paragraph in its entirety and replace with the following:

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

At General Conditions **Article 1**, third paragraph starting with “Whenever used in the Specifications....”, Delete this paragraph in its entirety.

At General Conditions **Article 1**, fourth paragraph, last sentence: Revise it to read as follows:

“Words defined in **Article 1** are to be interpreted as defined.”

SC-2.1-AUTHORITIES AND LIMITATIONS

At General Conditions **Article 2.1.1**, delete this paragraph in its entirety and replace with the following:

“The Contracting Officer alone, shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer’s authorized representative under this Contract but only to the extent so specified. “

At General Conditions **Article 2.1.4** starting with “The term of “Contracting Officer” when used...”, delete this article in its entirety.

SC-2.4-VISITS TO SITE/PLACE OF BUSINESS

At General Conditions **Article 2.4**, delete this article in its entirety.

SC-4.1-AVAILABILITY OF LANDS

At General Conditions **Article 4.1**, add the following:

“The CONTRACTOR shall provide all waste and disposal areas, including disposal areas for hazardous or contaminated materials, at no additional cost to the DEPARTMENT.”

SC-4.3-EXPLORATIONS AND REPORTS

At General Conditions **Article 4.3**, add the following text:

“No reports or explorations concerning subsurface soils or other latent conditions at the Project site are included within these Contract Documents.”

SC-4.7-SURVEY CONTROL

At General Conditions **Article 4.7**, delete the third sentence and substitute the following text:

"Copies of all survey notes shall be provided to the DEPARTMENT at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes."

SC-5 BONDS, INSURANCE, AND INDEMNIFICATION

At General Conditions Articles 5.2 and 5.3, delete these articles in their entirety and replace with the following:

“The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Department for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two responsible individual sureties approved by the Contracting Officer.

The Department may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Department if the Surety on any bond furnished in connection with the Contract:

- a. Becomes insolvent or is declared bankrupt;
- b. Loses its right to do business in any state affecting the work;
- c. Ceases to meet Contract requirements
- d. Fails to furnish reports of financial condition upon request; or
- e. Otherwise becomes unacceptable to the Department.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default."

SC-5.4 INSURANCE REQUIREMENTS

At General Condition **Article 5.4**, delete this article in its entirety and replace with the following:

"INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the Department covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that

- (i) are permitted to transact the business of insurance in the State of Alaska under AS 21, and
- (ii) have a financial rating acceptable to the Department.

The Contractor shall notify the Contracting Officer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Article 5.5. Additional insurance requirements specific to this contract are contained in the Supplementary Conditions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

- a. **Worker's Compensation:** as required by AS 23.30.045 for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:
 - (1) Waiver of subrogation against the state;
 - (2) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
 - (3) "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
 - (4) United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
 - (5) Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel or navigable water.
- b. **Commercial General Liability:** on an occurrence policy form covering all operations with combined single limits not less than:
 - (1) \$1,000,000 Each Occurrence;

-
- (2) \$1,000,000 Personal Injury;
 - (3) \$2,000,000 General Aggregate;
 - (4) \$2,000,000 Products-Completed Operations Aggregate; and
 - (5) Coverage must not exclude asbestos related claims
- c. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.
- d. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall include a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State of Alaska shall be named as an additional insured on policies required by paragraphs b through d above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

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

The apparent low bidder shall furnish evidence of insurance to the Department before award of the Contract. The evidence shall be issued to the Department and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

- a. Denote the type, amount, and class of operations covered;
- b. Show the effective (and retroactive) dates of the policy;
- c. Show the expiration date of the policy;
- d. Include all required endorsements;
- e. Coverage must not exclude asbestos related claims;
- f. Be executed by the carrier's representative; and,
- g. If a certificate of insurance, include the following statement:

*“This is to certify that the policies described herein comply with all aspects of the insurance requirements of the **6th/7th Floor Abatement State Office Building No. 2011-0222-9963**. The insurance carrier agrees that it shall notify the Contracting Officer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.”*

The Department’s acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department’s discretion, be sufficient grounds for declaring the Contractor in default.”

SC-5.5 INDEMNIFICATION

At General Conditions, Article 5.5, delete this article in its entirety and replace with the following:

“The Contractor shall indemnify, hold harmless, and defend the State of Alaska and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor’s performance of the Contract; however, this

provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Department's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action."

SC-6.6.1-PROGRESS SCHEDULE

At General Condition Article 6.6.1, Delete this subsection and replace with the following:

"Within 5 days after the Notice to Proceed the CONTRACTOR shall submit to the Contracting Officer for review a finalized progress schedule indicating the starting and completion dates for the various stages of the Work."

SC-6.6.2-SCHEDULE OF SHOP DRAWINGS AND SCHEDULE OF VALUES

At General Condition **Article 6.6.2**, change the phrase "Within fifteen days after the date of the Notice To Proceed,..." to read:

" Within 5 days after the Notice to Proceed..."

SC-6.9-SUBSTITUTES "OR EQUAL" ITEMS

Add the following article:

"6.9.5 - Substitutions shall be permitted during or after the bid period as allowed and in accordance with Document 00020 – Request for Proposal, Document 00700 – General Conditions."

SC-6.13.1-SUBCONTRACT PROVISIONS

At General Condition **Article 6.13.1**, delete the third sentence and add the following text:

"All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions."

SC-6.27-LOAD RESTRICTIONS

Add new General Conditions Article 6.27 as follows:

"6.27 Load Restrictions

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

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

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

[SC-7.2-PERMITS, LICENSES, AND TAXES]

At General Condition, Article 7.2.1, add the following text:

"CONTRACTOR shall obtain and pay for the plan review and building permit. The CONTRACTOR shall draw discipline permits relating to the building permit.

SC-7.12-APPLICABLE ALASKA PREFERENCES

At General Condition **Article 7.12.2**, delete the last portion of the first sentence commencing at the words, "...when the bid documents designate..." and replace with the words:

"...when the bidder designates the use of Alaska products. The Bidder shall complete the Alaska Products Preference Worksheet per its instructions and submit it with the Bid Proposal." Continue with existing second sentence.

Add **Article 7.12.5** to the General Conditions

- (a) Notwithstanding a provision in AS 36.30.170 to the contrary, if a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price. The preference may not exceed \$5,000. In this subsection, "qualifying entity" means a
 - (1) sole proprietorship owned by an Alaska veteran;
 - (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
 - (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
 - (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (b) A preference under this section is in addition to any other preference for which the bidder qualifies.
- (c) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (d) In this section, "Alaska veteran" means an individual who is a
 - (1) resident of this state; and
 - (2) veteran; in this paragraph, "veteran" means an individual who
 - (A) served in the
 - (i) armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) was separated from service under a condition that was not dishonorable.
- (e) In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference. It is requested that the contractor certify their veteran status with the submission of either a DD Form 214 or a NGB Form 22 discharge certificate along with their proposals.

SC-7.13-PREFERENTIAL EMPLOYMENT

At General Condition **Article 7.13**, delete the text of this article in its entirety.

SC-7.14.1-CERTIFIED PAYROLLS

At General Condition **Article 7.14.1**, add the following text:

"Regardless of project funding source, copies of all certified payrolls supplied to the State DEPARTMENT of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors."

Add General Condition **Article 7.14.3**, as follows:

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

SC-7.17-OFFICIALS NOT TO BENEFIT

At General Conditions **Article 7.17**, delete the text of this article in its entirety.

SC-8.1-RELATED WORK AT SITE

At General Condition Article 8.1, add the following text:

"CONTRACTOR is hereby notified that one or more other construction contracts may be underway on the site during the term of this contract.

1. **Juneau SOB 2011 Asbestos Abatement Project**

Other projects may either be or become active during the term of this contract. Contact the Contracting Officer, for a current list of improvement projects.

CONTRACTOR shall have familiarized himself with the nature and conditions of all other noted contracts (to the extent necessary for him to comply with the terms of this Article 8.1) prior to bidding this contract. (Copies of the Contract Documents and Drawings relevant to those contracts are available for review at DOA Division of General Services.)"

SC-9.4-CHANGE ORDER

At General Conditions **Article 9.4**, add the following sentence:

"A Change Order shall be considered executed when it is signed by the DEPARTMENT."

SC-9.10-INTERIM WORK AUTHORIZATION

At General Conditions **Article 9.10**, add the following new paragraph:

"9.10 Interim Work Authorization

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and Price. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of

payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the Cost of the Work shall be documented pursuant to Article 10.4, to establish a basis for negotiating a lump sum price for the Change Order.”

SC-10.3.2–CHANGE ORDER PRICE DETERMINATION FOR LUMP SUM CHANGE ORDERS

At General Conditions **Article 10.3.2**, Delete this paragraph in its entirety and replace it with the following.

“10.3.2

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

- a. 15% - where a cost is borne directly by prime contractor (first tier contractor).
- b. 10% - where a cost is borne by a subcontractor (lower tier contractor).

Where the cost is borne by a subcontractor acting as a first tier contractor, the allowable overhead and profit markup for lump sum change orders shall not exceed 15%. Any lower tier subcontractors, including the CONTRACTOR in this case, for whom the first tier subcontractor performs the work, shall be allowed an overhead and profit markup that does not exceed 10%.

SC-10.4-COST OF THE WORK

At General Conditions **Article 10.4.1**, replace the second sentence from the end of the paragraph with the following:

“Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees.”

At General Conditions **Article 10.4.2**, replace the first sentence with the following:

“Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith.”

SC-10.4.5.c-COST OF THE WORK (SUPPLEMENTAL COSTS)

At General Condition **Article 10.4.5.c**, add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

SC-10.11-DISADVANTAGED BUSINESSS ENTERPRISE PROGRAM

At General Conditions **Article 10.11**, Delete this paragraph in its entirety for this State Funded Contract.

SC-11.3-COMPUTATION OF CONTRACT TIME

At General Condition **Article 11.1**, add the following:

"...or if no starting day is stipulated therein, the day following receipt of the Notice to Proceed by the CONTRACTOR."

At General Condition **Article 11.3.1**, third sentence, change "...the date of Final Completion..." to:

“...the date of Substantial Completion ...”

At General Condition **Article 11.3.2**, first sentence, change “...the date of Final Completion...” to:

“...the date of Substantial Completion .”

SC-11.8-DELAY DAMAGES

At General Condition **Article 11.8**, add the following:

“For each calendar day that the work remains incomplete after the expiration of the Contract Time, liquidated damages shall be assessed in the amount of \$100 a week for each state owned negative air machine being used to circulate air in the building. This is based on the rental cost for similar equipment on the previous abatement project(\$100 per week per machine ($\$100/7\text{days}=\14.28 per day per machine) during the fan shut down as well as \$250 per calendar day for administrative costs related to the Owners representative. These costs shall be assessed to the CONTRACTOR. If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover said sum from the CONTRACTOR, the surety or both. The amount of these deductions is to compensate the DEPARTMENT for estimated damages anticipated to arise or to be incurred as a result of the CONTRACTOR's failure to complete the work within the time specified. As liquidated damages, such deductions are not to be considered as penalties.

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

The anticipated loss and damage anticipated to arise as a result of the Contractor's failure to complete the work within the time specified includes, without limitation, damages resulting from lost production time and additional contract administration time by DEPARTMENT staff.

SC 12-ONE YEAR CORRECTION PERIOD

At General Condition **Article 12.7**, in the first sentence, change the phrase “ Final Completion” to:

“Substantial Completion of the relevant portion of the Work...”

SC 13.3-APPLICATION FOR PROGRESS PAYMENT

At General Conditions **Article 13.3**, revise the last sentence to read as follows:

“Progress payments will be made as the Work progresses on a monthly basis.”

SC 13.13-FINAL COMPLETION AND APPLICATION FOR PAYMENT

At General Conditions **Article 13.13**, first sentence, delete the following items:

“maintenance and operating instructions
certificates of inspection
marked up record documents”

The preceding items are some of the requirements for Substantial Completion, as addressed in Section 01700.

SC 13.16-CONTRACTOR'S CONTINUING OBLIGATION

At General Condition **Article 13.16**, add the following paragraph:

“When it is anticipated that restarting, testing, adjusting, or balancing of systems will be required following Final Acceptance, such Work shall constitute a continuing obligation under the Contract.”

SC 14.2–DEFAULT OF CONTRACT

At General Conditions **Article 4.2**, delete this section in its entirety and replace with the following:

“14.2.1

The Contracting Officer may give the contractor and his surety a written Notice to Cure Default if the contractor:

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

14.2.2

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

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

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

14.3 Rights or Remedies:

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

14.4 Convenience Termination:

14.4.1 The performance of the Work may be terminated by the DEPARTMENT in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the DEPARTMENT. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the DEPARTMENT the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

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

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

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

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

a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:

1. Loss of anticipated profits or consequential or compensatory damages

2. Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations
 3. Bidding and project investigative costs
 4. Direct costs of repairing equipment to render it operable for use on the terminated work
- 14.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90 day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- 14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.
- 14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:
- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
 - b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
 - c. So far as practicable, claims by the contractor for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:
 1. Contractor-owned equipment usage, based on the contractor's ownership and operating costs for each piece of equipment as determined from the contractor's accounting records. Under no circumstance, may the contractor base equipment claims on published rental rates.
 2. Idle or stand-by time for Contractor-owned equipment, based on your internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by equipment time.
 3. Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with you will be considered Contractor-owned equipment, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates you have agreed to pay and no more than forty percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.
- 14.4.7 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:
- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;

-
- b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,
 - d. All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.8 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability.
- 14.4.9 The contractor's termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the contractor under Article 15.
- 14.4.10 The contractor's termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.
- a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.
 - b. Definitions. In this Subsection 108-1.09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by you, actually reflected in your contemporaneously maintained accounting or other financial records and supported by original source documentation.
 - c. Cost Principles. The Department may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles."

SC-15-CLAIMS AND DISPUTES

At General Conditions Article 15 – Claims and Disputes, delete this section in its entirety and substitute the following text:

“ARTICLE 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES

15.1 Notification

- 15.1.1 The CONTRACTOR shall notify the DEPARTMENT in writing as soon as the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The DEPARTMENT has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the CONTRACTOR has notified the DEPARTMENT in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.
- 15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which he basis his extension request, provide the DEPARTMENT with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The DEPARTMENT will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules under **Section 01300**.

-
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the DEPARTMENT within the next 14 days.
- 15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The CONTRACTOR shall provide the DEPARTMENT access to any such records and furnish the DEPARTMENT copies, if requested. Equipment costs must be based on the CONTRACTOR's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the Department for additional time, compensation or both, the contractor must prove actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the Department.
- 15.1.5 If the claim or dispute is not resolved by the DEPARTMENT, within 21 days of notification pursuant to Article 15.1.1, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR became aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledgement of the receipt of the Claim.
- 15.1.6 The CONTRACTOR waives any right to claim if the DEPARTMENT was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

15.2 Presenting the Claim

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

15.3 Claim Validity, Additional Information, and DEPARTMENT's Action

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

15.4 Contracting Officer's Decision

The Contracting Officer shall issue a written decision within 90 days of receipt of all necessary information from the CONTRACTOR unless the Contracting Officer gives the CONTRACTOR notice that the time for issuing a decision is being extended for a specified period under AS 36.30.620. If the CONTRACTOR fails to furnish necessary information requested by the Contracting Officer, the Contracting Officer shall proceed to decide the claim and may, in the Contracting Officer's discretion, deny all or part of the claim because of the failure to furnish necessary information. The Contracting Officer's decision is final and conclusive unless,

within 14 days of receipt of the decision, the CONTRACTOR delivers a Notice of Appeal to the Appeals Officer. Procedures for appeals are covered under AS 36.30.625 and AS 36.30.630.

15.5 Fraud and Misrepresentation in Making Claims

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

END OF SECTION

SPECIAL NOTICE TO PROPOSERS

- 1. New Veterans Preference. In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference. It is requested that the contractor certify their veteran status with the submission of either a DD Form 214 or a NGB Form 22 discharge certificate along with their proposals.**

Please see reference below and further information in Section 00800 of the Contract Documents.

Section 0800, Supplementary Conditions: Add **Article 7.12.5** to the General Conditions

- (a) Notwithstanding a provision in AS 36.30.170 to the contrary, if a proposer qualifies under AS 36.30.170(b) as an Alaska proposer and is a qualifying entity, a five percent proposal preference shall be applied to the proposal price. The preference may not exceed \$5,000. In this subsection, "qualifying entity" means a
 - (1) sole proprietorship owned by an Alaska veteran;
 - (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
 - (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
 - (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (b) A preference under this section is in addition to any other preference for which the proposer qualifies.
- (c) To qualify for a preference under this section, a proposer must add value by the proposer itself actually performing, controlling, managing and supervising a significant part of the services provided, or the proposer must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (d) In this section, "Alaska veteran" means an individual who is a
 - (1) resident of this state; and
 - (2) veteran; in this paragraph, "veteran" means an individual who
 - (A) served in the
 - (i) armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) was separated from service under a condition that was not dishonorable.
- (e) In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference. It is requested that the contractor certify their veteran status with the submission of either a DD Form 214 or a NGB Form 22 discharge certificate along with their proposals.

- 2. New Tax Clearance Form to be filled out and submitted to the Contracting Officer with project closeout paper work. See page 2 of this Section 00830.**
- 3. New "Little Davis Bacon Act" Changes Filing Process and Assesses Special Fees on Public Works Construction Projects. See page 3 of this Section 00830.**

Alaska Department of Revenue TAX CLEARANCE REQUEST FORM

Applicant's Name: _____

EIN/SSN: _____

Mailing Address: _____

City/State/Zip Code: _____

I hereby authorize the Alaska Department of Revenue to release to

_____,
(Name of Department or Agency)

Departments Statute on tax clearance: _____

whose facsimile number or email address is _____,

confirmation that all taxes, penalties and interest due the Department of Revenue have been paid

and that there are no outstanding amounts due.

This tax clearance is valid through _____ / _____ / _____

Signed: _____ **Date:** _____

Printed Name: _____

Title*: _____

*If tax clearance is being requested on behalf of a corporation/LLC/partnership, must be signed by an officer/member/partner.

Send completed form by facsimile to the Department of Revenue at (907)465-2375

<i>DEPARTMENT USE ONLY</i>	
<input type="checkbox"/> <i>The above applicant is current on all taxes, penalties and interest due and is in good standing with the Alaska Department of Revenue.</i>	
<input type="checkbox"/> <i>The above applicant is not current on all taxes, penalties and interest due and is not in good standing with the Alaska Department of Revenue.</i>	
_____ <i>Department of Revenue Representative</i>	_____ <i>Date</i>

**NEW “LITTLE DAVIS BACON ACT” CHANGES FILING PROCESS
AND ASSESSES SPECIAL FEES ON
PUBLIC WORKS CONSTRUCTION PROJECTS**

The news release concerning these changes is at: <http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Murkowski signed CSHB 155 into law on June 16, 2003. This new law allows contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), **and** it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor’s price now applies (see below).

And, Federal Statute and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

The prime Contractor working on any public construction project of **\$2,000 or more** must file a **“Notice of Work”** and a **“Notice of Completion”** form with the DOLWD.

A one percent filing fee will be assessed on contracts greater than \$25,000. The fee will be based on the estimated value of work to be performed by the prime contractor, and one percent of the value of each subcontractor’s price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the “Notice of Work” form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a “Notice of Completion” with the DOLWD when work is completed. The Contracting Agency will not perform the “close-out for final project completion” until notice from the DOLWD that they have processed the Contractors “Notice of Completion” form. The “Notice of Work” and “Notice of Completion” forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

- **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the “Notice of Work” and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the “Notice of Work” and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

- **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

Juneau 907.465.4842
Anchorage 907.269.4900
Fairbanks 907.451.2886

SECTION 01020 INTENT OF DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Document 00700 - General Conditions: Article 1 Definitions relating to 'Drawings' and 'Specifications'.
- B. Document 00700 - General Conditions: Article 3 Contract Documents relating to Intent, Amending, and Reuse.

1.03 SPECIFICATION FORMAT AND COMPOSITION

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

1.04 DRAWINGS: CONTENT EXPLANATION

- A. Drawings, Dimensions and Measurements.
1. **Contract Documents do not purport to describe in detail, absolute and complete construction information.** In some instances drawings are diagrammatic. CONTRACTOR shall provide verification of actual site conditions and shall provide complete and operational systems as specified when drawings do not provide full detail.
 2. Where on any of the Drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the Work.
 3. Wherever a detail is referenced and developed for a specific condition, same or similar detail shall apply to identical or similar conditions elsewhere on Project even though not specifically referenced.
 4. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, all details shall be worked out in relation to their location and their connection with other parts of the work.
 5. The figured dimensions on the Drawings or notes indicating dimensions shall be used instead of measurements of the Drawings by scale.
 6. No scale measurements shall be used as a dimension to work with unless specific permission to do so is granted in advance in writing by the Department.

1.05 COMMON TERMINOLOGY

- A. Certain items used generally throughout the Specifications and Drawings are used as follows:
1. **Indicated:** The term "indicated" is a cross reference to details, notes or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "schedules", and "specified" are used in lieu of "indicate", it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
 2. **Installer:** The person or entity engaged by CONTRACTOR, his Subcontractor or sub-subcontractor for the performance of a particular unit of Work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that installers be recognized experts in the work they are engaged to perform.
 3. **Furnish:** Except as otherwise defined in greater detail, the term "furnish" is used to mean "...supply and deliver to the Project site, ready for unpacking, assembly and installation..."
 4. **Provide:** Except to the extent further defined, the term "provide" means to furnish and install, complete and ready for the intended use.

5. Guarantee and Warranty: "Warranty" is generally used in conjunction with products manufactured or fabricated away from the Project site, and "guarantee" is generally used in conjunction with units of work which require both products and substantial amounts of labor at the Project site. The resulting difference is that warranties are frequently issued by manufacturers, and guarantees are generally issued by CONTRACTOR and frequently supported (partially) by product warranties from manufacturers.

1.06 CONFLICTS

- A. **In accordance with Article 3 of the General Conditions**, report any conflicts to Contracting Officer for clarification.

PART 2 PRODUCTS

[Not Used]

PART 3 EXECUTION

[Not Used]

END OF SECTION



MEASUREMENT AND APPLICATION FOR PAYMENT

Project Name: Juneau SOB 2011 Asbestos Abatement Project

Project Number: 2011-0222-9963

PART 1 – GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

- A. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of Work.

- B. Related documents include:
 - Document 00510 – Contract Form: Contract Price & Liquidated Damages
 - Document 00700 – General Conditions: “Progress Payments” and “Final Payment”.
 - Document 00800 – Supplementary Conditions
 - Document 01300 -- Submittals
 - Document 01301 – Schedule of Values

PAYMENT PROCEDURES AND APPLICATIONS FOR PAYMENT

- A. CONTRACTOR shall submit application for payment on a monthly basis in a format approved by the Contracting Officer. Two copies of each application must be submitted.

- B. The application shall cover the period of time through the final working day of the current month.

- C. Execute certification by original signature of authorized officer upon each copy of the application for payment.

- D. Indicate breakdown of costs for each item of the Work on accepted Schedule of Values. Provide dollar value in each column for each line items corresponding to a portion of Work performed.
- E. List each authorized Change Order as an extension on “Continuation Sheet” listing Change Order number and dollar amount as for an original item of Work.
- F. If the application is complete, the Contracting Officer shall act upon the request as provided for within subsections 13.3 to 13.5 of the General Conditions. Applications that are incomplete shall be rejected and returned to the CONTRACTOR to be completed and resubmitted.
- A. If the request is for final payment and acceptance at the end of each Phase, include the “Certification of Final Estimate” form. (Electronic copy is available upon request.) Contracting Officer shall act on the request as provided for within subsections 13.13 through 13.15 of the General Conditions.
- I. If the Contracting Officer requires substantiating information, submit data justifying line item amounts in question.

PART 2 – PRODUCTS

[Not Used]

PART 3 – EXECUTION

[Not Used]

END OF SECTION



CHANGE ORDER PROCEDURES

Project Name: Juneau SOB 2011 Asbestos Abatement Project

Project Number: 2011-0222-9963

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for processing Change Orders.

1.02 RELATED REQUIREMENTS

- A. Section 00312 - Bid Schedule: Total amount bid for lump sum items
- B. Section 00510 - Contract Form: Total amount of Contract Price, as awarded
- C. Section 00700 - General Conditions: Governing requirements for changes in the Work, in Contract Price, and Contract Time.
- D. Section 00800 - Supplementary Conditions: Modifications to Document 00700 - General Conditions.
- E. Section 01025 - Applications for Payment.
- F. Section 01028 – Change Order Procedures
- G. Section 01300 – Submittals
- H. Section 01301 – Schedule of Values

1.03 SUBMITTALS

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

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Maintain detailed records of work done on a Cost of the Work plus a Fee basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work. Incomplete or unsubstantiated costs will be disallowed.
- B. CONTRACTOR shall submit a complete, detailed, itemized cost breakdown addressing impact on Contract Time and Contract Price with each proposal.

- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Contract, similarly documented.

- C. Support each claim for additional costs, and for work done on a cost of the Work plus a Fee basis, with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.05 PRELIMINARY PROCEDURES

- A. DEPARTMENT may submit a Proposal Request which includes: Detailed description of change with supplementary or revised Drawings and Specifications, the projected time for executing the change, with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid.

- B. CONTRACTOR may initiate a change by submittal of a request to DEPARTMENT describing the proposed change with a statement of the reason for the change, and the effect on Contract Price and Contract Time with full documentation.

1.06 CONSTRUCTION CHANGE AUTHORIZATION

Shall be in accordance with Article 9 - Changes: in Document 00700 - General Conditions as modified by the Special Conditions.

1.07 FIXED PRICE CHANGE ORDER

CONTRACTOR shall submit an itemized price proposal in sufficient detail to fully explain the basis for the proposal. Attach invoices and receipts for products, equipment, subcontracts, and as requested by the DEPARTMENT. CONTRACTOR and the DEPARTMENT shall then negotiate an equitable price (and time adjustment if appropriate) in good faith. The Change Order will reflect the results of those negotiations. If negotiations break down CONTRACTOR may be directed to perform the work under COST OF THE WORK CHANGE ORDER.

The following maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be used in the negotiation of a "Fixed -Price" Change Order:

15% - where a cost is borne directly by prime contractor.

10% - where a cost is borne by a subordinate contractor

These terms shall also apply to the proposal of subcontractors and allowances will be based on proposal request and CONTRACTOR's lump sum quotation or CONTRACTOR's request for Change Order as approved by the DEPARTMENT.

1.08 UNIT PRICE CHANGE ORDER

- A. For pre-determined Unit Prices and quantities, Change Order will be executed on a lump sum basis.

- B. For unit costs or quantities of units of Work which are not predetermined, execute Work under a Directive. Changes in Contract Price or Contract Time will be computed as specified for cost of the Work plus fee via Change Order.

1.09 COST OF THE WORK CHANGE ORDER

CONTRACTOR shall submit documentation required in 1.04 on a daily basis for certification by the Project Manager. Project Manager will indicate by signature that the submitted documentation is acceptable.

After completion of the change and within 14 Calendar Days, unless extended by the Project Manager, the CONTRACTOR shall submit in final form an itemized account with support data of all costs. Support data shall have been certified by the Project Manager, as required above in paragraph A.

1.10 EXECUTION OF CHANGE ORDERS

DEPARTMENT will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price as shown on Change Order.

Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.

Promptly enter changes in project record documents.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. 00015 Project Drawings (24 Pages)
- 02080 Asbestos Abatement (29 Pages)

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents (1.3)
 - 2. Type of the Contract (1.4)
 - 3. Work phases (1.5)
 - 4. Work under other contracts (1.6)
 - 5. Use of premises (1.7)
 - 6. Owner's occupancy requirements (1.8)
 - 7. Work restrictions (1.9)
 - 8. Miscellaneous Provisions (1.10)
 - 9. Contract Closeout Procedures (1.11)
 - 10. Background checks (1.12)
 - 11. Access requirements (1.13)

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: 2011-0222-9963 6th/7th Floor Abatement State Office Building
 - 1. Project Location: 333 Willoughby Avenue, Juneau, AK 99811
- B. Owner: Department of Administration, Division of General Services
 - 1. Owner's Representative: Joshua Dodson, Contracting Officer
- C. Contracting Officer/Project Manager: Joshua Dodson
- D. 3rd Party Inspector: Nortech Environmental
- E. Contractor is responsible for the following work:
Please see Section 02080 Asbestos Abatement for more information

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 WORK PHASES

- A. The Contractor shall complete the scope of work based on an approved work schedule tendered to the Contracting Officer. Upon notice to proceed from the Contracting Officer, the Contractor shall complete the work in one phase working continuously until the work is substantially complete and accepted by the Contracting Officer. This project is estimated to take a total of 6 weeks to complete.

- B. The majority of the work covered under this contract takes place in the fan rooms on the 6th and 7th Floors of the State Office Building. These fans provide fresh air to the rest of the building. There are 4 fan rooms in total;

6th Floor North (6N)

6th Floor South (6S)

7th Floor North (7N)

7th Floor South (7S)

In order to insure that the buildings air supply system remains functional throughout this project only one fan room shall be shut down at any time throughout this project.

- C. The fan rooms may not be abated in conjunction due to the requirements of the State Office Buildings HVAC system as mentioned above in 1.5 Paragraph B. They must be abated in phases.

- D. Work in other rooms covered under this contract:

6th Floor

Telephone and Electrical Room

7th Floor

Compactor Room

Envelope Room

Telephone and Electrical Room

8th Floor

Plaza Planter

Work in these areas does not affect the HVAC system but due to the high traffic from pedestrians this work must be performed during weekend hours.

1.6 WORK UNDER OTHER CONTRACTS

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

1.7 USE OF PREMISES

- A. General: The Contractor shall have limited use of premises for construction operations limited to the work areas described above and any egress that is identified on the Contractors work plan and agreed to by the Owner as being necessary for work under this contract.
- B. Use of Site: Limit use of premises to work in areas within the contract limits as indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. *Please see 02080 Asbestos Abatement (multiple pages) for more details.*
1. Contractor shall maintain necessary traffic and life safety routes to and from the area.
 2. Contractor shall clean the Project site daily to control the accumulation of waste materials and rubbish. Maintain adjacent areas in a clean and safe manner. Debris and waste escaping the limits of the Work areas (including routes to and from) shall be cleaned up immediately. Damages resulting from the escape of such debris shall be the responsibility of the Contractor. All waste shall be disposed of off-site at Contractor's expense. Owner's existing refuse service shall not be used for disposal of construction materials. **If the Contractor fails to maintain an acceptable level of cleanliness at the project site, the State will clean the site or hire a contractor to clean the project site. The cost to clean the site will be deducted from contract before final payment is made. Determination of the level of cleanliness required at the project site shall rest solely with the Contracting Officer/ Project Manager.**
 3. Driveways and Entrances: Keep driveways, parking garages, designated parking spots, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Equipment and materials will only be allowed to be stored within the boiler room. No equipment will be visible to the public outside of the contractors specified working hours.

- C. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Contractor shall not park on-site. The contractor should plan to apply for on-street parking from the City and Borough of Juneau.
- E. During the load in/ load out of materials and supplies the contractor may occupy the loading dock area. This will also apply to the load out of Asbestos Containing Material. Both processes must be continual and the vehicles involved **MUST** be removed after each process is complete.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall NOT be performed inside the existing building during normal business working hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: 24 hours a day
 - 2. In Mechanical Rooms 6S, 6N, 7S, 7N work may be performed 24 hours a day, 7 days a week
 - 3. Holidays: February 21 President's Day, March 28 Seward's Day and May 30th Memorial Day
 - 4. Hours for noisy activity and/or utility shutdowns must be cleared by the Contracting Officer one week ahead of time in order to properly notify building occupants.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 10 feet of entrances, operable windows, or outdoor air intakes.
- C. The Contractor must get the Contracting Officers approval on any schedule revision.

- D. Any site visits outside of the designated work hours need to be approved by the Contracting Officer.

1.10 MISCELLANEOUS PROVISIONS

A. Project Meetings

1. Prior to the commencement of Work at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTORS' Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
 - a. The Contracting Officer.
 - b. Others as requested by CONTRACTOR, or the Contracting Officer.
2. The CONTRACTOR shall bring to the Pre-Construction Conference four copies each of the following:
 - a. Plan of Operation.
 - b. Project Schedule.
 - c. Procurement schedule of major equipment/materials or items requiring long lead time.
 - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
 - e. Name and telephone number of CONTRACTORS' Project Supervisor.
 - f. Submittals covering items related to the work covered under these contract documents including, but not limited to, abatement, demolition and rough carpentry work.
 - g. 24 hour contact information for the general contractors superintendent in charge of this project as well as all associated subcontractors that will be working on-site.
 - h. All required Material Safety Data Sheets.
 - i. Provide submittals for materials that will be used onsite.
 - j. A copy of the proposed work plan. (Must be submitted no more than 5 days after the contractor receives the Notice to Proceed) *Any changes to the proposed work plan must be submitted in writing and not acted upon in any way until approved by the Owner.*
 - k. Any remaining background checks for the CONTRACTOR's personnel that will be onsite during the work covered under this contract. *Please see **Section 1.12 Background Check Requirements** for more information.*
 - l. Any changes in personnel MUST be approved by the owner before work begins onsite. This includes a submitted and approved background check as well as any credentials or certifications that are applicable to the position being filled.
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

4. The CONTRACTOR should be prepared to discuss all of the items listed below:
 - a. Status of CONTRACTORS' insurance and bonds.
 - b. CONTRACTORS' tentative schedules.
 - c. Transmittal, review, and distribution of CONTRACTORS' submittals.
 - d. Processing applications for payment on a monthly basis by the Contracting Officer. Including a schedule of values to be reviewed and agree upon by the Owner.
 - e. Maintaining record documents.
 - f. Critical Work sequencing.
 - g. Field decisions and Change Orders.
 - h. Use of Project site, office and storage areas, security, housekeeping, and Using Agency's needs.
 - i. Major equipment deliveries and priorities.
 - j. CONTRACTORS' assignments for safety and first aid.
 - k. The CONTRACTOR's proposed work plan.

5. The Contracting Officer will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.

B. Progress Meetings

1. The Contracting Officer may schedule and hold regular progress meetings weekly and at other times as requested by the Contracting Officer, or as required by progress of the Work. CONTRACTOR, Contracting Officer, Using Agency and all Subcontractors active on the site must attend each meeting.
2. The goal is to have the progress meetings at the same set time each week to minimize scheduling conflicts.
3. If any scheduling conflict arises the affected party MUST give the State adequate notice before the affected meeting. All parties should endeavor to be reasonable.
4. The Contracting Officer shall preside over the meetings. Purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the Work, with a view toward resolving these issues expeditiously. All of the meetings will be recorded. Copies of the recording will be available to the participants upon request.
5. All participants MUST be physically present at the progress meetings.

List of necessary participants includes:

- a. The Contractor's Superintendant or supervising authority for the project

- b. The supervising authority for any subcontractor working onsite
- c. The Contracting Officer
- d. The Facility's Manager
- e. The State's 3rd Party Inspector
- f. The Contractor's Industrial Hygienist

1.11 CONTRACT CLOSEOUT PROCEDURES

- A. Contractor Warranty: Contractor shall provide a written workmanship warranty on all installation and applications for a period of (1) year after final payment has been made by the State. Please reference *Section 00700 General Conditions* for more details.

1.12 BACKGROUND CHECK REQUIREMENTS

A. Background Check Procedure:

1. Each person performing work on site under this contract (including Contractors project managers and/or job foreman) are required to obtain a background check through the Department of Public Safety by the Contractor requesting for Criminal Justice Information from the record subject name check (presently the fee for processing is \$20 for a single copy).
2. The Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers' check or money order made payable to the Department of Public Safety.
3. The Contractor shall tender to the Contracting Officer/Project Manager listed on the solicitation document a copy of the Background Check reports for each individual for acceptance or denial at the sole discretion of the Division of General Services Facility Manager prior to commencement of any work at the site. The State reserves the right to deny access based on what is deemed in the best interest of the State. The background checks shall remain confidential in a file located in the Facility Manager's office.
4. The Contractor may request the background checks in person on the first floor of the Public Safety Building located at 450 Whittier Street. For more information contact the Department of Public Safety: 907-465-4343
5. The Contractor shall be advised that the background checks may take longer than a week to obtain from the Department of Public Safety.

6. The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.
7. Approval or denial of all background checks will be at the sole discretion of the Department of Administration/Division of General Services.

1.13 ACCESS PROCEDURES

A. Access Requirements

1. Once an individual background check is approved to work on this project in accordance with paragraph 1.12, the Contracting Officer will make arrangements for key cards/keys to be processed and delivered to the State Office Building, 333 Willoughby Avenue, and 8th floor Calhoun entrance Security Guard desk for distribution. Each individual is required to complete the attached proximity card form to process their key card. The key card/keys will be available for pick up and return each work day at the State Office Building Guard Desk. Each individual is required to pick up their own key card/key and show identification when pickup up and returning the key card/keys at the close of each work shift. Individuals without approved background checks will not be given access.
2. The State Office Building guard desk is manned 24/7 365 days a year. Contact number 907-465-2100.
3. Contractor is advised that if the key cards are lost, not returned, defaced or destroyed, the Contractor is responsible for reimbursing the State \$100/per card.
4. Any cost related to the loss of the proximity or hard keys shall be borne by the contractor. This includes lock replacement if deemed necessary by the using agency. Hard key charges may vary depending on the sensitivity of the key that is lost. If the lost key is deemed to be a security risk, the cost of replacing lock cylinders in all of the affected areas shall be borne by the Contractor.
5. It should be noted that some of the keys used on this project are used in the locksets at multiple State owned buildings. If one or more of the hard keys is lost that are from multiple lock sets/building and becomes a security risk, all of the cylinders that use that key shall be replaced. The total cost for this work shall be borne by the Contractor.
6. The State may contract from a third party the lock replacement and forward the invoice to the Contractor for payment directly. If the Contractor refuses to pay the invoice for the locksmith within 30 days of the invoice date, the cost for the locksmiths work shall be deducted from this contract. Due to security reasons, the State does not permit the Contractor to contract directly for the locksmith work.

1.14 TECHNOLOGY REQUIREMENTS

- A. Administration: The Contractor is strongly encouraged to have the following technology for administrating the contract:
1. Personal computer with email and scanning capabilities.
 2. Facsimile
 3. Land line telephone and a cell phone.
- B. Operational: The Contractor is strongly encouraged to provide the following technology for field on-site operations to the Contracting Officer:
1. 24/7 cellular phone access for the General Contractors job foreman during the life of the contract.
 2. 24/7 cellular phone access for the General Contractors Project Manager, Industrial Hygienist, and Competent Person(s) during the life of the contract.
 3. 24/7 cellular phone access for the sub-contractors if they are working unsupervised by the General when they are working on site.

2.0 SUBCONTRACTORS

- A. Within 5 working days after notification of intent to award, the apparent winning proposer shall submit a Subcontractor List listing all firms with which the prime Contractor intends to execute subcontracts for the performance of the contract. The list shall include the name, business address, Alaska business license number and contractor's registration number of each proposed Subcontractor.
- B. If a subcontractor on the list did not have a valid Alaska business license and a valid certificate of registration under AS 08.18 at the time the proposal was opened, the proposer may not use the subcontractor in the performance of the contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska business license and a valid certificate of registration under AS 08.18 at the time the bid was opened.
- C. The Contractor shall not award any Work to any Subcontractor without prior written approval of the Project Manager. This approval will not be given until the Contractor submits to the Project Manager evidence of Subcontractor's insurance whose limits are acceptable to the Contractor, and an executed copy of the subcontract. All subcontracts submitted for approval must contain provisions for payment for Work done by the Subcontractor within 7 days of receipt of payment by the Contractor. No acceptance by the Project Manager of any such Subcontractor shall constitute a waiver of any right of the Department of Administration to reject Defective Work.
- D. The Contractor shall be fully responsible to the Department of Administration for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

- E. Nothing in the Contract Documents shall create any contractual relationship between the Department of Administration and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Department of Administration to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The Department of Administration will not undertake to settle any differences between or among the Contractor, Subcontractors, or Suppliers.
- F. If the Contractor does not submit a Subcontractor List, it is assumed that all laborers, including installers, who work on the project for the Contractor are employees and thus subject to the rules and regulations of the State Department of Labor and Workforce Development and the Prevailing Wage Rates.

2.1 PAYMENTS

- A. At the option of the Contracting Officer, payment for materials may be considered when such materials are available for use on site, properly stored, and the cost of such materials is satisfactorily documented.. **Prior to final payment Contractor must submit a signed Notice of Completion from the Department of Labor, Contractor Release(s) and a signed Tax Clearance Request Form (see Section 830 Special Notice to Proposers for more details).**
- B. For all other information regarding payment procedures please reference Sections 01025 *Measurement and Application for Payment*, 1300 *Contractor Submittals* and 1301 *Schedule of Values*.

END OF SECTION 01100



CONTRACTOR SUBMITTALS

Project Name: Juneau SOB 2011 Asbestos Abatement

Project Number: 2011-0222-9963

PART 1 – GENERAL

1.1 GENERAL

- A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the Contracting Officer. Submittals provided to someone other than the Contracting Officer or their designee shall be deemed non-responsive and rejected.
- B. Prior to the Pre-Construction Conference, the CONTRACTOR shall submit the following items to the Contracting Officer for review:
1. A Schedule of Values *See Section 1301 for more details.*
 2. A complete progress schedule for all phases of the Project.
 3. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit. Contracting Officer shall apply, but not pay, for the Building Permit.
 4. All required Material Safety Data Sheets.
 5. A letter designating the CONTRACTOR's Superintendent, safety representative, EEO Officer, Responsible person and Contract Administrator.
 6. Asbestos Work Plan
 7. Submittal Schedule
- C. No payments shall be made to the CONTRACTOR until the above-listed items are submitted in their entirety, as determined by the Contracting Officer.
- D. CONTRACTOR shall coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Contracting Officer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

- E. The CONTRACTOR shall distribute copies of the Construction Schedule, Schedule of Values, and the Submittal Schedule to the Contracting Officer, Subcontractors, and other parties required to comply with scheduled dates. When revisions are made, distribute to the same parties. Revise and update each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting to all meeting participants and other appropriate entities.

1.2 SUBMITTAL PROCESS

- A. Wherever called for in the Contract Documents, or when required by the Contracting Officer, the CONTRACTOR shall furnish to the Contracting Officer, for review, copies of each submittal in a number equal to two copies plus the number of copies required by the CONTRACTOR for use in performing the Work.
- B. All submittals shall be accompanied by a submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.
- D. Except as may otherwise be provided herein, the Contracting Officer will return copies of each submittal to the CONTRACTOR with its comments noted thereon, within 7 calendar days following their receipt by the Contracting Officer. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the Contracting Officer by the second submission of a submittal item. The Contracting Officer reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the Contracting Officer to review beyond the second submittal. The Contracting Officer's reasonable review period for each submittal including all re-submittals will be 7 days per submission.
- E. If copies of a submittal are returned to the CONTRACTOR marked "APPROVED," formal revision and resubmission of said submittal will not be required.
- F. If copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS AS NOTED," formal revision shall be made, and resubmission of said submittal will not be required.
- G. If one copy of the submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT" the CONTRACTOR shall revise said submittal and resubmit the required number of copies of said revised submittal to the Contracting Officer.

- H. If one copy of the submittal is returned to the CONTRACTOR marked “REJECTED-RESUBMIT” the CONTRACTOR shall revise said submittal and resubmit the required number of copies of said revised submittal to the Contracting Officer.
- I. Fabrication and or purchase of an item may be commenced only after the Contracting Officer has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittal shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. Only a Change Order can alter the Contract Price, Time, or requirements.
- J. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the Contracting Officer. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. No consideration for review by the Contracting Officer of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the Contracting Officer, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- K. The Contracting Officer's review of CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for dimensions and design of adequate connections and details.

1.3 SUBMITTAL SCHEDULE

- A. The CONTRACTOR shall coordinate the Submittal Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule. Prepare the Submittal Schedule in chronological order. Identify all submittals required for the completion of the Work. Provide the following information in the Submittal Schedule:
 - 1. Scheduled date for the first submittal.
 - 2. Related Section number.
 - 3. Name of Subcontractor, when appropriate.
 - 4. Description of the construction element covered.
 - 5. Anticipated date of the Contracting Officer 's final release or Approval.

1.4 SHOP DRAWING SUBMITTALS

- A. The CONTRACTOR shall submit Shop Drawings as required with new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.

- B. The Shop Drawings shall include the following information:
1. Dimensions.
 2. Identification of products and materials included.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
 5. Sheet Size: Except for templates, patterns and similar full- size drawings, submit shop drawings on sheets 8-1/2" x 11"
- C. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, Shop Drawings, fabrication, and installation drawings, section drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.

1.5 PRODUCT DATA SUBMITTALS

- A. The CONTRACTOR shall collect all the Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
1. Manufacturer's printed recommendations.
 2. Compliance with recognized trade association standards.
 3. Compliance with recognized testing agency standards.
 4. Application of testing agency labels and seals.
 5. Notation of dimensions verified by field measurement.
 6. Notation of coordination requirements.
 7. Preliminary Submittal: Submit a preliminary single-copy where selection of options is requirement.
- B. Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an approved copy of Product Data is in the installer's possession. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 PROPOSED SUBSTITUTE OR "OR EQUAL" ITEM SUBMITTALS

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer if sufficient information is submitted by the CONTRACTOR to allow the Contracting Officer to determine that the material or equipment proposed is equivalent or equal to that named.

1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
 2. The Contracting Officer will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the Contracting Officer 's decision shall be final.
 3. The Contracting Officer may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
 4. DEPARTMENT may require CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or surety with respect to substitute products or materials.
 5. Acceptance by the Contracting Officer of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
 6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's Work, the Work of its Subcontractors and of other contractors, and shall effect such changes without cost to the DEPARTMENT. This shall include the cost for redesign and claims of other contractor(s) affected by the resulting change.
- B. The CONTRACTOR's submittal and Contracting Officer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute Approval.

1.8 SCHEDULE OF VALUES

- A. For Lump Sum Contracts, the CONTRACTOR shall submit a Schedule of Values to the Contracting Officer. The Schedule of Values shall list the cost breakdown of the lump sum Contract and shall be coordinated with the construction schedule.
1. Correlate line items in the Schedule of Values with other schedules and forms.
 2. Use the Contract Document's Table of Contents as a guide to establish the format for the Schedule of Values.
 3. Include Administration at a line item.

1.9 PROGRESS SCHEDULE

- A. The progress schedule shall be in Bar Chart or Critical Path Method (CPM) form, as required by the Contracting Officer.
- B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the Work and the contemplated date on which the CONTRACTOR and their Subcontractors will start and finish each of the salient features of the Work, including any

scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift work.

- C. Upon substantial change to the CONTRACTOR's progress schedule of Work or upon request of the Contracting Officer, the CONTRACTOR shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the Contract Time and take into account delays which may have been encountered in the performance of the Work. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in the schedule or methods of operation to ensure the completion of all the Work within the Contract time.

END OF SECTION



SCHEDULE OF VALUES

Project Name: Juneau SOB 2011 Asbestos Abatement Project
Project Number: 2011-0222-9963

PART 1 – GENERAL

REQUIREMENTS

This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed and ultimately coordinated with the construction Progress Schedule. Monthly progress payment amounts shall be determined by comparing the Schedule of Values against the monthly progress updates to the Progress Schedules.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100 Summary of Work
- B. Section 01300 CONTRACTOR Submittals

1.3 PRELIMINARY SCHEDULE OF VALUES

- A. The Schedule of Values shall be developed in three steps independent but parallel with the development of the construction Progress Schedule activities and logic. The steps shall be as follows:
 - 1. Identifying the major WORK components and general values
 - 2. Establishing detailed values for the items of Work within the components
 - 3. Correlating the detailed values of work to the construction Progress Schedule.
- B. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK prior to the Pre-Construction Conference as specified and referenced in Section 01300, "CONTRACTOR Submittals." The listing shall include, at a minimum, the proposed value for the major WORK components such as:
 - 1. General Contract Requirements (Administration)
 - 2. Mobilization/Demobilization
 - 3. Selective Demolition
 - 4. Rough Carpentry
 - 5. Abatement (Materials/Labor)
 - Preparation
 - Implementation
 - Disposal
 - 6. Wall Assemblies
 - 7. Record Documents

8. Project Close-out

- C. The CONTRACTOR, Inspector of Record and Contracting Office shall meet and jointly review the preliminary Schedule of Values and make any adjustments in value allocations necessary, if in the opinion of the Contracting Officer, allocation adjustments are necessary to establish fair and reasonable allocation of values for the major Work Components. Front end loading will not be permitted. The Contracting Officer may require inclusion of the major Work components not included in the above listing if, in the opinion of the Contracting Officer, such additional components are appropriate. This review and any necessary revision shall be completed within 5 days following the Pre-Construction Conference.

1.4 CHANGES TO SCHEDULE OF VALUES

- A. Changes to the construction Progress Schedule which add activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the Contracting Officer. Other activity values shall be reduced to provide equal value adjustment increases for added activities as approved by the Contracting Officer.
- B. In the event that the CONTRACTOR and Contracting Officer agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.
- C. Approved change orders reflected in the Progress Schedule shall be incorporated into the Schedule of Values as a single unit identified by the change order number.

1.6 LIQUIDATED DAMAGES

If any submittal required by this Section is determined by the Contracting Officer to be incomplete or is submitted later than required, the DEPARTMENT could suffer financial loss and accordingly liquidated damages may be assessed against the CONTRACTOR in accordance with Article 4 of the Agreement (Section 00510). Liquidated damages will only be assessed if the delay caused by the late submittal pushes the contract past the Contract Completion date of May 15th, 2011.

END OF SECTION



MOBILIZATION

Project Name: Juneau SOB 2011 Asbestos Abatement Project
Project Number: 2011-0222-9963

PART 1 – GENERAL

1.1 GENERAL

- A. Mobilization shall include obtaining all permits; moving all plant and equipment onto the Project site; furnishing and erecting plants, temporary buildings, and other construction facilities; implementing security requirements, all as required for the proper performance and completion of the Work. Mobilization shall include the following principal items:
1. Moving all the CONTRACTOR's plant and equipment required for operations onto the site.
 2. Providing all on-site communication facilities, including radios and cellular phones.
 3. Providing on-site sanitary facilities.
 4. Obtaining all required permits.
 5. Having all OSHA required notices and establishment of safety programs.
 6. Having the CONTRACTOR's superintendent at the Project site full time.
 7. Submitting and obtaining Approval of initial submittals.
 8. Arranging for, and erection of, CONTRACTOR's Work and storage yard.

1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof, will be Approved for payment under the Contract until all mobilization items listed above have been completed as specified.
- B. As soon as practicable, after receipt of Notice to Proceed, the CONTRACTOR shall submit a breakdown showing the estimated value of each major component of mobilization to the Contracting Officer for Approval. When Approved by the Contracting Officer, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 – PRODUCTS

[Not Used]

PART 3 – EXECUTION

[Not Used]

END OF SECTION



SECURITY

Project Name: Juneau SOB 2011 Asbestos Abatement Project

Project Number: 2011-0222-9963

PART 1 – GENERAL

1.1 SECURITY PROGRAM

- A. The CONTRACTOR shall:
1. Protect Work, existing premises, and Using Agency's operations from theft, vandalism, and unauthorized entry.
 2. Initiate program in coordination with Using Agency's existing security program at initialization of Project mobilization.
 3. Maintain program throughout construction period until Final Completion.

1.2 ENTRY CONTROL

- A. The CONTRACTOR shall:
1. Restrict entry of persons and vehicles into Project site, as appropriate.
 2. Allow entry only to authorized persons with proper identification and state approved background checks. Please see **01100 Summary of Work Sections 1.13 and 1.14** for more details.
 3. Maintain log of visitors/inspectors and make log available to Contracting Officer on request.
 4. The work area must be left secure ANYTIME that the contractor leaves the work area.

1.3 SECURITY SERVICE

- A. The CONTRACTOR shall:
1. Using Agency employs uniformed guard service to provide surveillance of facility during all non-working hours.
 2. CONTRACTOR shall cooperate fully with Using Agency to ensure Acceptable security.

1.5 RESTRICTIONS

- A. The CONTRACTOR shall not allow cameras on Project site or photographs taken except by written Approval of Contracting Officer.
- B. All personnel employed on the Project site by the CONTRACTOR, Subcontractors, Suppliers, installers and other entities engaged in Work shall strictly adhere to the security, safety, and other program requirements as Directed by the Contracting Officer.



FINAL CLEANUP AND SITE RESTORATION

Project Name: Juneau SOB 2011 Asbestos Abatement Project

Project Number: 2011-0222-9963

PART 1 - GENERAL

DESCRIPTION

The Work under this Section includes providing all supervision, labor, materials, tools and equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by other construction items.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials requiring cleaning shall conform to appropriate Specification Sections.

PART 3 – EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work and all sites disturbed by the construction, all rubbish and debris, unused materials, construction equipment, and temporary structures and facilities used during construction. Please see **Section 02080 Asbestos Abatement** for more details. Final acceptance of the Work by the Contracting Officer will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

END OF SECTION

REVISIONS			STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
NO.	DATE	DESCRIPTION	ALASKA	2011-0222-9963	2011	1	24

STATE OF ALASKA

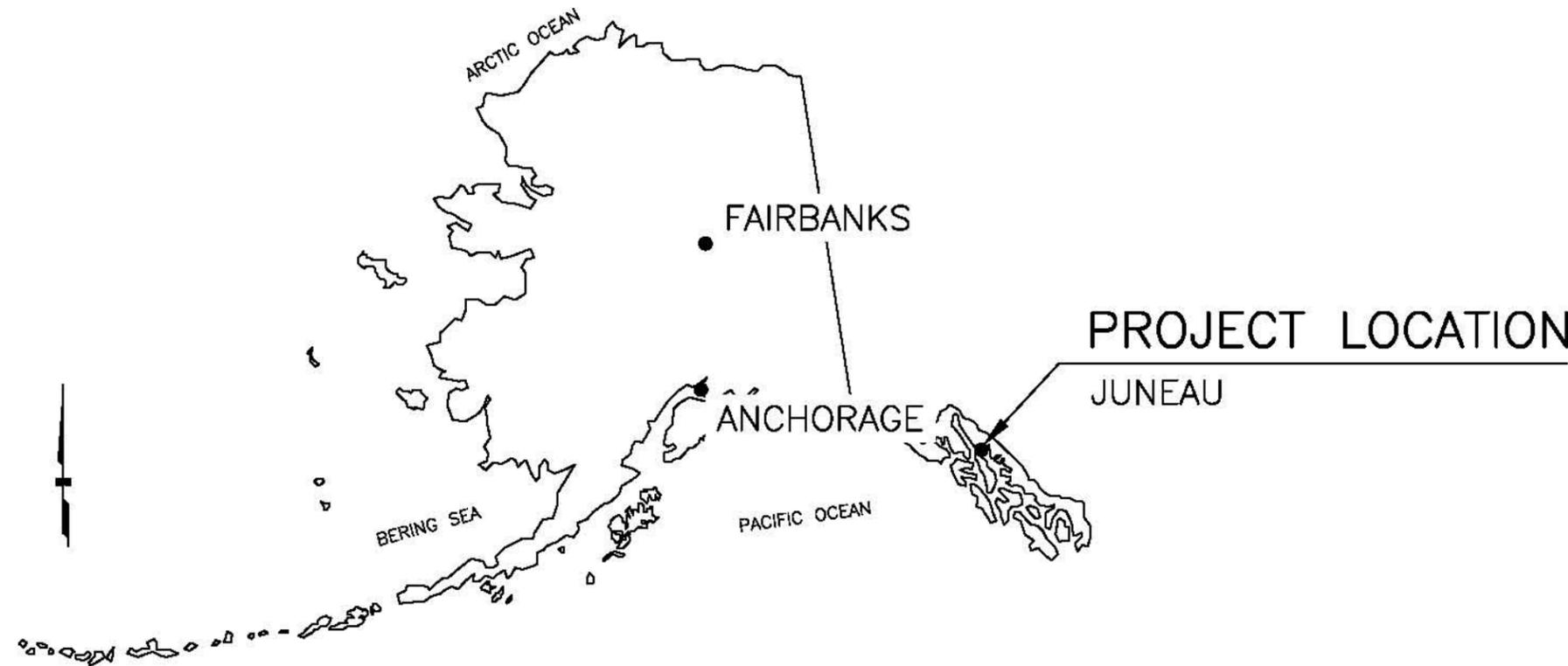
DEPARTMENT OF ADMINISTRATION

JUNEAU STATE OFFICE BUILDING

2011 ASBESTOS ABATEMENT PROJECT

INDEX	
SHEET NO.	DESCRIPTION
SHEET 1	COVER SHEET
SHEET 2	DESIGN NOTES
SHEET 3	6TH & 8TH FLOOR PROJECT AREAS
SHEET 4	7TH FLOOR PROJECT AREAS
SHEET 5	BASILINE SAMPLING LOCATIONS & RESULTS: FLOORS 5 & 6
SHEET 6	BASILINE SAMPLING LOCATIONS & RESULTS: FLOORS 7 & 11
SHEET 7	ROOMS 1, 2, 3, 4, MECH SPACES & TELE/ELEC: FLOOR 6S
SHEET 8	ROOMS 5, 6, & 7: FLOOR 6S
SHEET 9	ROOMS 8 & 9: FLOOR 6S
SHEET 10	ROOM 10: FLOOR 6S
SHEET 11	ROOMS 1, 2, 3, & 4: FLOOR 6N
SHEET 12	ROOMS 5, 6, 7, & 10: FLOOR 6N
SHEET 13	ROOMS 8, 9 & 11: FLOOR 6N
SHEET 14	COMPACTOR ROOM, ENVELOPE ROOM: FLOOR 7N
SHEET 15	ROOMS 6 & 8: FLOOR 7N
SHEET 16	ROOMS 2 & 7: FLOOR 7N
SHEET 17	ROOMS 3 & 4: FLOOR 7N
SHEET 18	ROOMS 1, 5, 9, & 10: FLOOR 7N
SHEET 19	ROOMS 3 & 4: FLOOR 7S
SHEET 20	ROOMS 2, 6, 7, & 8: FLOOR 7S
SHEET 21	ROOMS 5 & 9: FLOOR 7S
SHEET 22	ROOM 1: FLOOR 7S
SHEET 23	ROOM 10, MECH SPACES, TELE/ELEC & FIRE/SIGNAL, FLOOR 7S
SHEET 24	6TH FLOOR PLAZA PLANTER

PROJECT SUMMARY	
# OF 6TH FLOOR ROOMS	22 ROOMS
# OF 7TH FLOOR ROOMS	24 ROOMS



STATE OF ALASKA
 DEPARTMENT OF ADMINISTRATION
 PLANS DEVELOPED BY:
NORTECH, INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE ROAD, JUNEAU, ALASKA
 907-586-6813



IN ASSOCIATION WITH:
 R&M CONSULTANTS, INC.
 APPROVED:

DOA CONTRACTING OFFICER

CONCUR:

DOA FACILITIES MANAGER

DATE

DATE

DESIGN NOTES

1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

DESIGN NOTES

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA

Project Scope and Intent:

In preparation of a follow up re-application of sprayed on fireproofing this State Office Building 2011 Asbestos Abatement Project intent is to complete the following in the Project Areas:

- ABATEMENT of remaining ACM fireproofing (FP) accessible in the project areas.
 - o ENCLOSURE of inaccessible ACM fireproofing to remain in adjacent wall and building spaces.
- REMOVAL of non-fire rated spray foam (SF) from penetrations.
- CLEANING and SEALING of all penetrations with a fire rated sealant.
- REMOVAL/REPLACEMENT of sound insulation with the same or State-approved equal in select project rooms/walls as shown on the drawings. Soundproofing to be non-hazardous and approved for the intended use and fire rating of the installation.
- ABATE and Clean 8th Floor Outdoor Plaza Planter of asbestos containing cement asbestos board and mastics.
- CLEANING and ENCAPSULATION of project work area surfaces.
 - o Project access areas to be HEPA vacuumed, walls wet wiped and carpets professionally cleaned.
- Pass visual and aggressive air clearances in all project work areas.

Project Areas:

The following are the Project Areas, as depicted in the Project Drawings:

- 6th Floor Mechanical Spaces North (6N) Rooms 1-11
- 6th Floor Mechanical Spaces South (6S) Rooms 1-10
- Telephone/Electrical Room 6th Floor
- 7th Floor Mechanical Spaces North (7N) Rooms 1-10
- 7th Floor Mechanical Spaces South (7S) Rooms 1-10
- Compactor Room 7th Floor
- Envelope Room 7th Floor
- Telephone/Electrical Room 7th Floor
- Fire/Signal Room 7th Floor
- Outdoor Plaza Planter 8th Floor

Abatement/Clean-Up and Seal Project Design Notes:

1. Project and emergency contact information during and after hours, in the preferred contact order include:
 - Josh Dodson 209-5197 joshua.dodson@alaska.gov
 - Gareth Jones 321-4388 gareth.jones@alaska.gov
 - Tanci Mintz 242-1044 tanci.mintz@alaska.gov

General project recommendations, inquiries and concerns from non-project personnel will be reported to the SOB call center 465-5689 doa.dgs.facilities.callcenter@alaska.gov
2. Baseline sampling completed in November 2010, including bulk, air, dust wipe and carpet vacuum samples, results are tabulated and depicted on Project Sheets 5 and 6
3. Work Plan Based on the historical information provided and the detailed abatement and clean up scope of work itemized below. The CONTRACTOR shall develop a site specific work plan reviewed and signed off by a CIH for the OWNER's approval that includes (See Specification Section 02080 for additional details and specifics):
 - Asbestos Removal and Disposal Work Plan. Proposed work practices
 - Asbestos Removal Shop Drawings
 - o Containment; access/egress; exhaust/supply air, water/power, placarding, etc.
 - Negative Exposure Assessment Documentation
 - Project Schedule by Mechanical Space.
 - "Competent Person" Designation and Experience.
 - Project Designer, IH and CIH Certifications and Diplomas.
 - Worker Training and Medical Approval Records.
 - Site Specific Safety and Health Plan (SSSHP).
 - Notifications, Certificates, and Approvals.
4. Project mobilization will be initiated upon receipt of written notice to proceed and will occur simultaneously with Work plan development.
5. All non-movable or non-cleanable surfaces and the exterior surfaces of equipment in the work areas will be pre-cleaned and protected in place with poly sheeting material by the CONTRACTOR. CONTRACTOR will clean and encapsulate all exposed surfaces in work area prior to final air clearance testing.

6. In fan rooms CONTRACTOR must seal the floor drain bowls to the concrete slab to prevent water leaking around the floor drain to the floor below. The CONTRACTOR will be responsible for all leaked water cleanup and restoration.
7. All work areas will be demarcated to restrict access in accordance with the approved Work Plan.
8. CONTRACTOR will abate damaged asbestos insulated fittings within the project areas up to a maximum of 20 fittings, none exceeding 3 inch pipe diameter.
9. CONTRACTOR shall remove accessible non-fire rated spray foam (see project photos for typical) and SEAL all cracks and penetrations in project areas with either hand pack fire-proofing, gypsum board, joint tape and gypsum joint compound, sheet metal, cement, fire caulking or other fire rated materials to match the surrounding material as needed to re-establish the fire rating of the assembly. Materials and work practices to be used shall be specified in the CONTRACTOR's approved work plan.
10. CONTRACTOR shall remove any remaining containment poly sheeting, tape, and tape residue left from the previous abatement work; and all poly sheeting, tape, and glue resulting from this abatement project.
11. CONTRACTOR is responsible for obtaining security clearances for all employees on site. Form 1100 Section 1.13.
12. The cleaning inside of the ductwork, air silencers, electrical panel, switch boxes, conduit, piping, etc. is not part of this proposal. CONTRACTOR will pre-clean the exterior of the fixed improvements to remain and wrap with poly sheeting. After passing aggressive final air clearance sampling the protective poly sheeting will be removed and disposed of as asbestos waste.
13. CONTRACTOR shall clean residual asbestos fire-proofing from the steel beams and decking. Hand cleaning of residual fire-proofing from the metal pan deck is required a minimum width of one inch from where the beam and pan deck meet. The steel beams are rusted. Where rust is embedded with asbestos fire-proofing CONTRACTOR will attempt to remove the embedded fire-proofing. The fire-proofing will be removed from the exposed beam surfaces to the extent the rust embed fire-proofing can be removed by scraping with a standard putty knife and /or bristle brush making a minimum of four single passes over the rust area. Pan decking will be cleaned only as necessary to satisfy final clearance inspection for re-application of sprayed on fireproofing. For the purposes of bidding the CONTRACTOR shall assume a minimum of 10% of the pan deck will require cleaning. The beams and metal pan deck will then be encapsulated with a sprayed on fire proofing compatible encapsulant to lock down any remaining fibers.
14. CONTRACTOR shall abate all remaining ACM fireproofing (FP) between the top of framed partition walls and pan deck where both sides of the partition walls are located within project work areas.
 - CONTRACTOR shall remove gypsum wall board on partition walls within project work areas as shown on the drawings in order to abate remaining fireproofing on back sides of structural steel not formerly accessible.
 - Where the beams penetrate through walls, CONTRACTOR will cut back gypsum board as needed to remove asbestos fire-proofing from the steel beams passing through partition walls.
 - Following removal, abatement and cleaning the gypsum board assembly will be replaced and SEALED with joints fire taped.
 - ACM fireproofing may become dislodged and fall into the wall cavity during removal of the initial wallboard. CONTRACTOR is not responsible to abate the wall cavity. The CONTRACTOR is required to ENCLOSE all inaccessible wall cavities and adjacent areas containing ACMFP to remain.
15. Supply/Exhaust for containment and fresh air required by the CONTRACTOR will be provided by the existing building's exhaust/supply openings located on the 6th and 7th floor mechanical spaces (Rooms 6S9, 6N8, 6N1, 7N9, 7N1) and 7th Floor loading dock, as depicted on the drawings. CONTRACTOR's Work Plan shall provide exhaust/supply air intakes and provisions for public areas and re-entrainment.

16. The following mechanical spaces serving multiple mechanical zones involving the building's supply/exhaust openings will remain operational during the standard work week and will require all project work efforts required in these areas to be completed over the weekend when the system is shut down.
 - 7th Floor North (7N) Rooms 9 and 1
 - 7th Floor South (7S) Room 9
 - 6th Floor North (6N) Rooms 9 and 11
 - 6th Floor South (6S) Room 9

Additional rooms may require restricted and/or weekend work periods as determined by the CONTRACTOR's approved Work Plan
17. CONTRACTOR will clean and seal concrete floor and cracks and then encapsulate the concrete floors prior to final air clearances.
18. Where walls were braced to steel beams and/or pan decking and those braces were either removed or broken, CONTRACTOR will re-install new wall braces and re-plumb the walls with similar bracing.
19. All final aggressive air clearance sampling will be collected after encapsulation.
20. Temporary water hook up and drains for filtered waste water available to the CONTRACTOR in the project areas are shown on the project drawings.
21. The Owner will hook up CONTRACTOR's temporary panel board cord to a 50 amp power supply for each fan room. CONTRACTOR may use existing standard 110v electrical outlets in the area in addition to the temporary panel board.
22. The owner will provide space for a 20 foot connex and a 20 foot box van truck at the building. Due to high traffic during the normal work day the Compactor, Envelope, Tele/Electric, and the Fire/Signal Room will be weekend work only.
23. The State of Alaska Enterprises Technology Services (ETS) has a computer room in the 6th floor North Mechanical Space. This room has to be available to the ETS technicians 24 hours a day seven days a week. Access to this room must be maintained through room 6N1. CONTRACTOR to provide ETS access details in approved work plan.
24. The Owner will shutdown and restart all mechanical and electrical equipment.
25. The Owner will provide temporary HVAC service to areas outside of containment affected by shutdown. CONTRACTOR will provide up to 18 each additional 1750 CFM portable negative air fans. Equipment shall be like new and suitable for use in occupied spaces.
26. The Owner will remove all filters in each fan room prior to and following the CONTRACTOR's work. The OWNER will replace all filters at the completion of the project.
27. The Owner is responsible for notification of the abatement activities to all occupants, tenants and other contractors in the building as required. The OWNER will provide the CONTRACTOR copies.
28. CONTRACTOR is responsible for all regulatory notifications including Alaska Dept of Labor and EPA NESHAPS notification.
29. It is assumed that the wall cavities are contaminated spaces and will remain a contaminated space at the completion of this cleanup project. CONTRACTOR will SEAL and ENCLOSE accessible wall openings containing ACM FP to remain. Fire patching is required. Repainting of any surfaces is not included. Project constructed ACM FP enclosures shall be labeled/placarded as Asbestos containing spaces.
30. Spray back fireproofing will not start until asbestos clean-up work has been completed including passing a visual inspection and final aggressive air clearance sampling in each room and all areas serviced by the fan room. No spray back fireproofing will be allowed that may interfere with PCM environmental sampling during asbestos clean-up.
31. OWNER shall provide independent third party monitoring, sampling and oversight during the abatement and cleanup. Monitoring will include daily oversight of the contractor and will include, routine project compliance and final clearance sampling. The CONTRACTOR shall be responsible for OSHA and worker protection monitoring.
32. Encapsulant to be submitted and approved in CONTRACTOR's submittals and be compatible with previously applied fireproofing primer and spray on fireproofing and primer to be installed



PLANS DEVELOPED BY:
 NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:
 R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 2

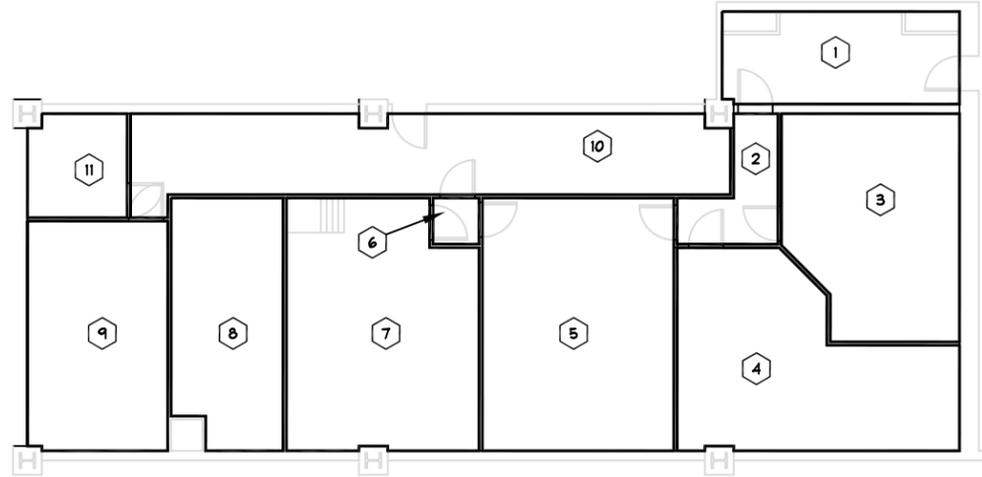
TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

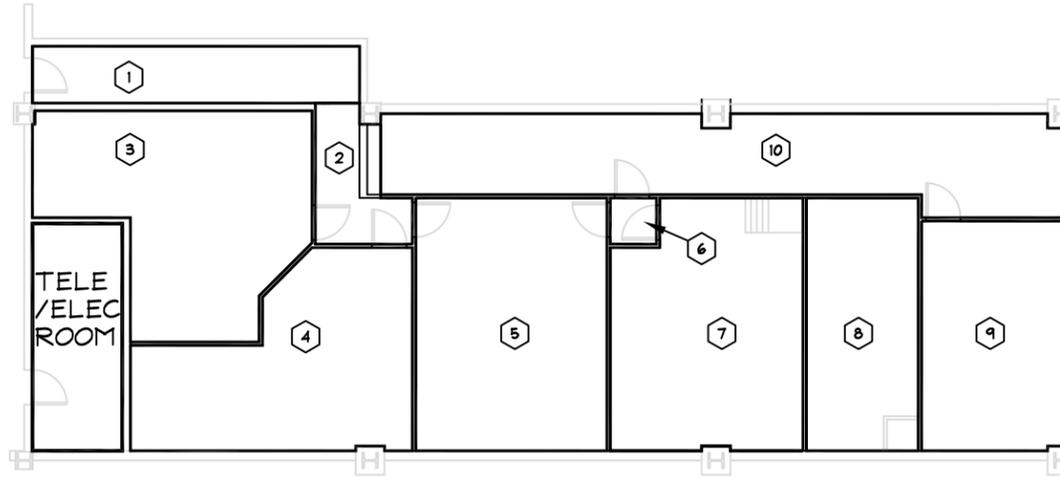
2011-0222-9963

STATE	YEAR
ALASKA	2011

NO.	DATE	DESCRIPTION

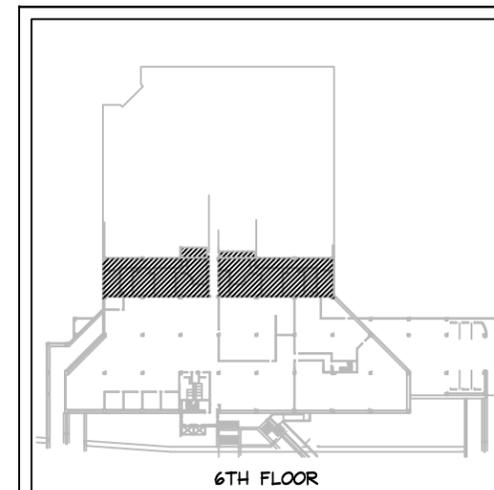
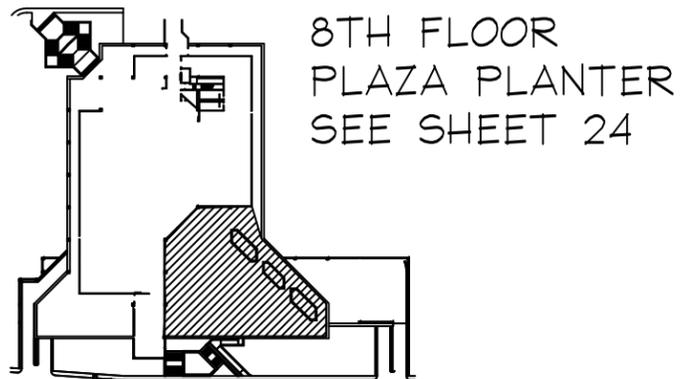


MECHANICAL SPACE 6N									
ROOM NUMBER	ROOM AREA (SQ. FT)	ROOM HEIGHT (FT)	ROOM VOLUME (CU. FT)	SOUNDPROOFING TO BE REMOVED (SQ. FT)	SOUNDPROOFING TO BE REPLACED (SQ. FT)	ABATE AND SEAL LENGTH (LFT)	ENCLOSURE LENGTH (LFT)	BEAM LENGTH (LFT)	SPRAY FOAM FOR REMOVAL (LFT)
1	164	13	2132	0	0	20	22	44	9
2	63	13	819	0	0	10	0	4	0
3	278	13	3614	440	782	30	0	50	20
4	323	13	4199	0	0	20	6	90	<5
5	363	13	4719	0	0	25	5	44	22
6	16	13	208	0	0	0	0	0	0
7	346	13	4498	176	220	20	0	26	<10
8	203	9	1827	120	150	35	10	29	35
9	241	13	3133	0	120	5	32	31	43
10	364	13	4732	0	0	12	68	42	65
11	76	10	760	0	0	0	0	15	0
TOTAL QUANTITY	2437	136	30641	736	1272	177	143	375	209



MECHANICAL SPACE 6S									
ROOM NUMBER	ROOM AREA (SQ. FT)	ROOM HEIGHT (FT)	ROOM VOLUME (CU. FT)	SOUNDPROOFING TO BE REMOVED (SQ. FT)	SOUNDPROOFING TO BE REPLACED (SQ. FT)	ABATE AND SEAL LENGTH (LFT)	ENCLOSURE LENGTH (LFT)	BEAM LENGTH (LFT)	SPRAY FOAM FOR REMOVAL (LFT)
1	139	13	1807	0	0	30	0	310	35
2	76	13	988	0	0	8	0	13	<5
3	364	13	4732	520	897	35	0	49	<10
4	322	13	4186	0	0	14	40	44	<10
5	362	13	4706	0	0	26	22	21	<5
6	16	13	208	0	0	0	0	0	0
7	200	13	2600	176	220	20	18	42	17
8	212	9	1908	160	200	20	10	34	12
9	241	16	3856	0	192	10	35	31	64
10	433	13	5629	0	0	64	76	59	80
TELE/ELEC	153	13	1989	0	0	0	0	0	<10
TOTAL QUANTITY	2518	142	32609	856	1509	227	201	603	248

Quantities are provided for informational purposes only. CONTRACTOR shall be responsible for completing all required work in all project areas and verifying all quantities for purposes of bid. CONTRACTOR to assume 10% of Pan decking will require additional hand, brush cleaning. No contract adjustments will be considered unless total quantities for category exceed +/- (plus or minus) 10% of total quantities for category identified.



6TH & 8TH FLOOR PROJECT AREAS

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 3

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER
2011-0222-9963

STATE	YEAR
ALASKA	2011

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

7TH FLOOR PROJECT AREAS

2011 ASBESTOS ABATEMENT PROJECT
 JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:
 R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 4

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

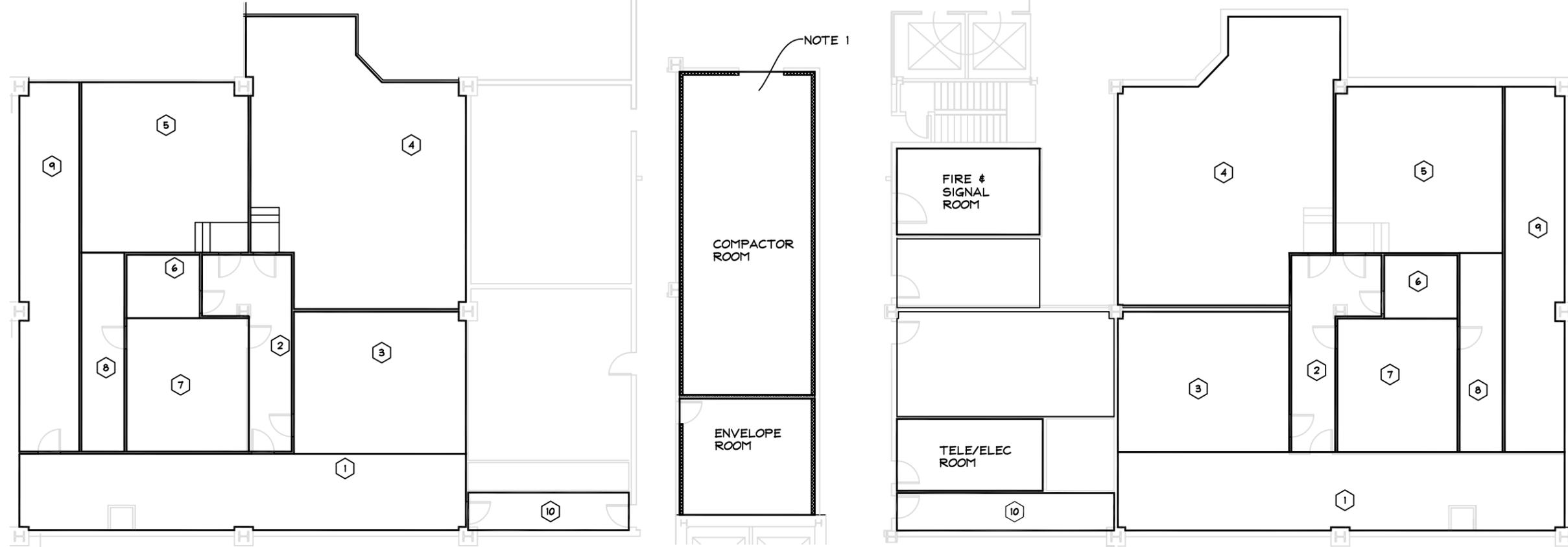
2011-0222-9963

STATE YEAR

ALASKA 2011

KEYED NOTE:

1. COMPACTOR AND ENVELOPE ROOMS
 HAVE BEEN PLACED IN BETWEEN 7N
 AND 7S FOR SPACE CONSIDERATIONS.



MECHANICAL SPACE 7N

ROOM NUMBER	ROOM AREA (SQ. FT)	ROOM HEIGHT (FT)	ROOM VOLUME (CU. FT)	SOUNDPROOFING TO BE REMOVED (SQ. FT)	SOUNDPROOFING TO BE REPLACED (SQ.FT)	ABATE AND SEAL LENGTH (LFT)	ENCLOSURE LENGTH (LFT)	BEAM LENGTH (LFT)	SPRAY FOAM FOR REMOVAL (LFT)
1	605	12	7260	552	690	10	82	71	65
2	198	12	2376	0	0	30	0	20	<5
3	435	12	5220	480	780	28	20	38	<10
4	959	15	14385	0	0	46	56	95	15
5	504	15	7560	0	0	25	22	85	22
6	83	13	1079	0	0	12	0	18	0
7	291	12	3492	472	767	22	0	36	<5
8	153	12	1836	0	0	8	0	32	<10
9	389	12	4668	0	0	2	60	54	<10
10	107	12	1284	0	0	0	0	0	0
TOTAL QUANTITY	3724	127	49160	1504	2237	183	240	449	142

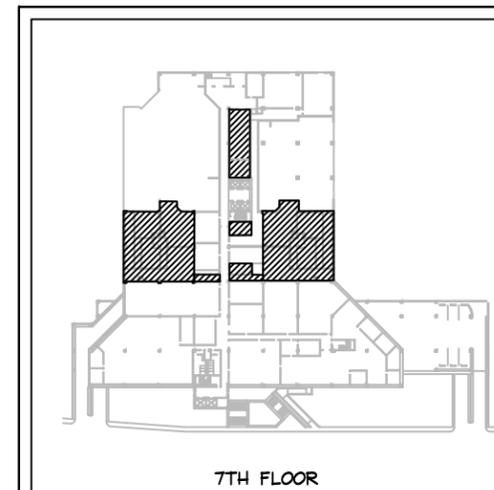
MECHANICAL SPACE 7S

ROOM NUMBER	ROOM AREA (SQ. FT)	ROOM HEIGHT (FT)	ROOM VOLUME (CU. FT)	SOUNDPROOFING TO BE REMOVED (SQ. FT)	SOUNDPROOFING TO BE REPLACED (SQ.FT)	ABATE AND SEAL LENGTH (LFT)	ENCLOSURE LENGTH (LFT)	BEAM LENGTH (LFT)	SPRAY FOAM FOR REMOVAL (LFT)
1	623	12	7476	552	690	10	80	72	30
2	204	12	2448	0	0	30	0	21	<5
3	428	14	5992	480	750	28	20	53	20
4	946	15	14190	0	0	64	60	114	20
5	494	13	6422	0	0	26	24	64	66
6	83	12	996	0	0	12	0	18	0
7	286	13	3718	0	750	36	0	26	20
8	153	12	1836	0	0	8	0	32	<10
9	385	12	4620	0	0	2	60	64	<5
10	145	12	1740	0	0	8	2	0	<5
TOTAL QUANTITY	3747	127	49438	1032	2190	224	246	464	181

OTHER ROOMS 7TH FLOOR

ROOM NUMBER	ROOM AREA (SQ. FT)	ROOM HEIGHT (FT)	ROOM VOLUME (CU. FT)	SOUNDPROOFING TO BE REMOVED (SQ. FT)	SOUNDPROOFING TO BE REPLACED (SQ.FT)	ABATE AND SEAL LENGTH (LFT)	ENCLOSURE LENGTH (LFT)	BEAM LENGTH (LFT)	SPRAY FOAM FOR REMOVAL (LFT)
COMPACTOR	779	13	10127	0	0	18	108	71	46
ENVELOPE	280	13	3640	0	0	18	35	43	32
TELE/ELEC 7TH FLOOR	186	13	2232	0	0	2	22	34	<10
FIRE&SIGNAL	218	13	2834	0	0	0	16	25	<5
TOTAL QUANTITY	1463	52	18833	0	0	38	181	173	93

Quantities are provided for informational purposes only. CONTRACTOR shall be responsible for completing all required work in all project areas and verifying all quantities for purposes of bid. CONTRACTOR to assume 10% of Pan decking will require additional hand, brush cleaning. No contract adjustments will be considered unless total quantities for category exceed +/- (plus or minus) 10% of total quantities for category identified.



7TH FLOOR

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

BASELINE ASBESTOS SAMPLING LOCATIONS & RESULTS FLOORS 5&6

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 5

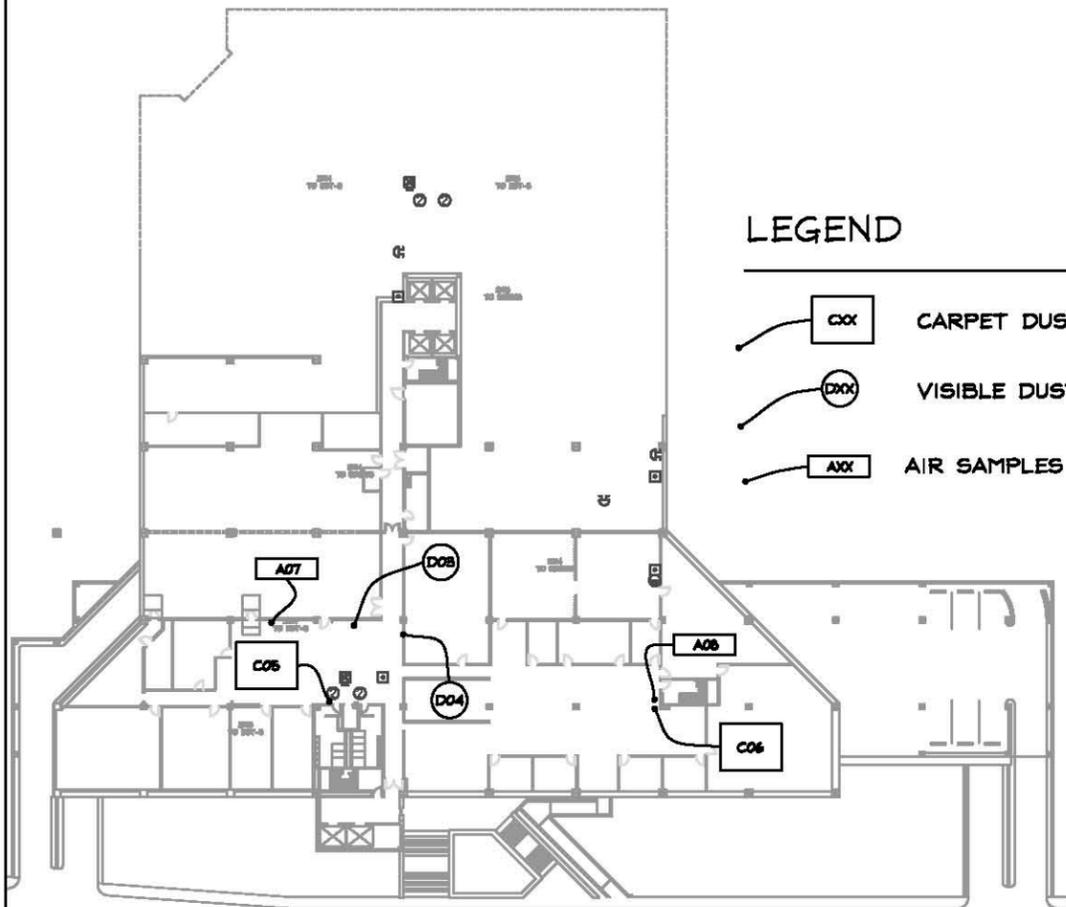
TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE YEAR

ALASKA 2011

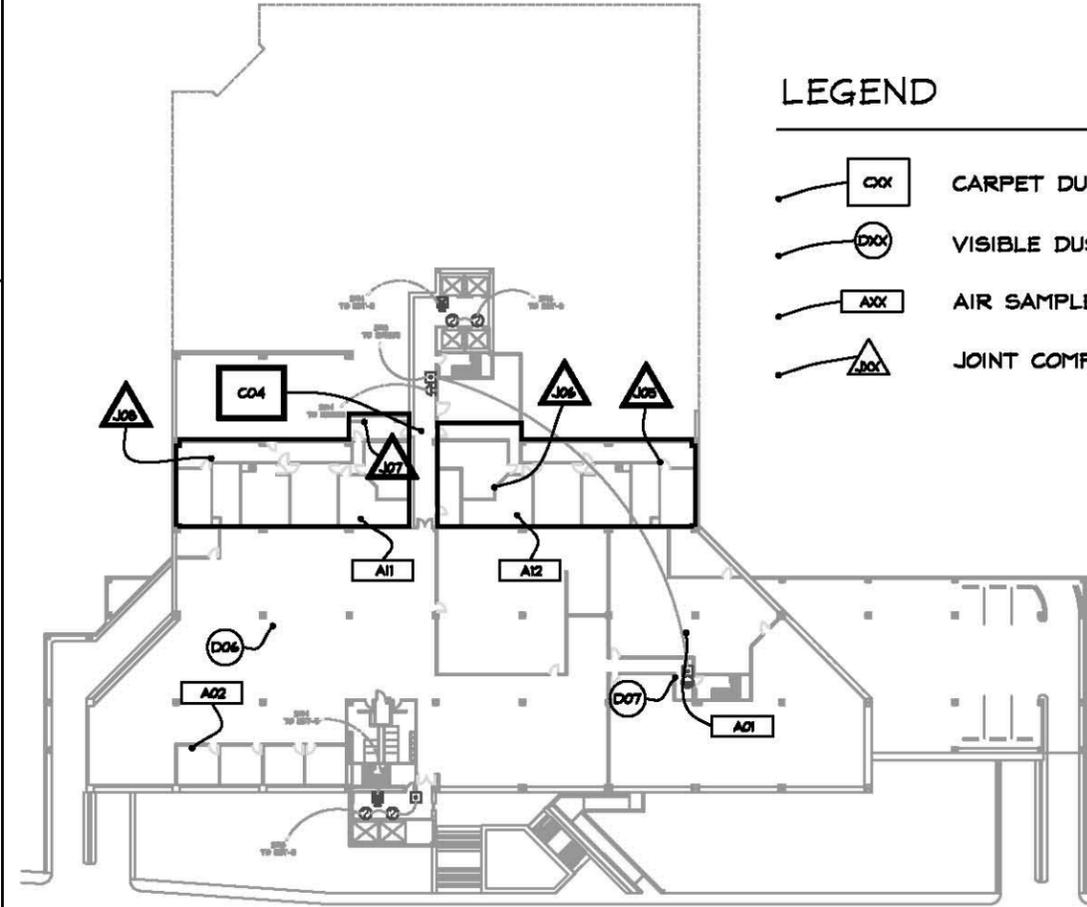


LEGEND

- CARPET DUST SAMPLES
- VISIBLE DUST SAMPLES
- AIR SAMPLES

5A 5TH FLOOR

STATE OFFICE BUILDING



LEGEND

- CARPET DUST SAMPLES
- VISIBLE DUST SAMPLES
- AIR SAMPLES
- JOINT COMPOUND SAMPLES

5B 6TH FLOOR

STATE OFFICE BUILDING

ASBESTOS SAMPLE RESULTS ON FLOOR 5

AIR SAMPLES		
SAMPLE	VOLUME LITERS (L)	RESULT (fibers/cc)
A07*	1200	< 0.005
A08*	1200	< 0.005
CARPET DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
C05	232.26	< 3,525
C06	232.26	< 3,525
VISIBLE DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
D03	232.26	< 7,050
D04	258.06	< 3,173

NOTE:

SAMPLES COLLECTED IN NOVEMBER 2010
BOLD SAMPLES INDICATED DETECTED ASBESTOS RESULT.

- * DENOTES PERSONAL BREATHING ZONE SAMPLES.
- < DENOTES NO DETECTABLE ASBESTOS AT THE REFERENCE LEVEL.
- st/cm² DENOTES STRUCTURES PER CENTIMETER SQUARED

ASBESTOS SAMPLE RESULTS ON FLOOR 6

AIR SAMPLES		
SAMPLE	VOLUME LITERS(L)	RESULTS (fibers/cc)
A01**	1200	< 0.005
A02**	1200	< 0.005
A11***	1200	< 0.005
A12***	1200	< 0.005
CARPET DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
C04	232.26	84,601 Chrysotile
VISIBLE DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
D06	258.06	< 3,173
D07	258.06	< 3,173
JOINT COMPOUND SAMPLES		
SAMPLE	DESCRIPTION	RESULT
J05	White Brittle	2% Chrysotile
J06	White Brittle	2% Chrysotile
J07	White Brittle	2% Chrysotile
J08	White Brittle	2% Chrysotile

NOTE:

SAMPLES COLLECTED IN NOVEMBER 2010
BOLD SAMPLES INDICATED DETECTED ASBESTOS RESULT.

- * DENOTES PERSONAL BREATHING ZONE SAMPLES.
- *** SAMPLE TAKEN FROM AIR DISCHARGE.
- < DENOTES NO DETECTABLE ASBESTOS AT THE REFERENCE LEVEL.
- st/cm² DENOTES STRUCTURES PER CENTIMETER SQUARED

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

**BASELINE ASBESTOS SAMPLING
LOCATION & RESULTS FLOORS 7&11**

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:
NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

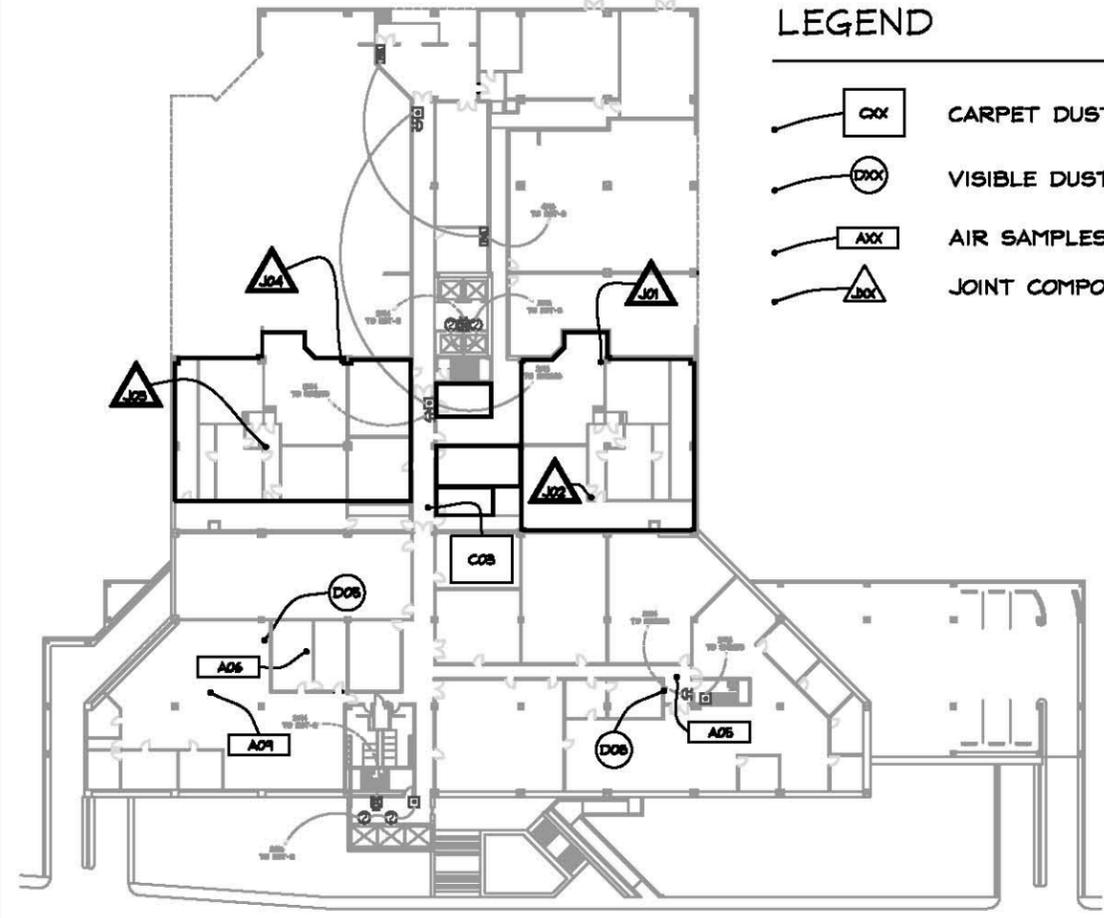
SHEET 6

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

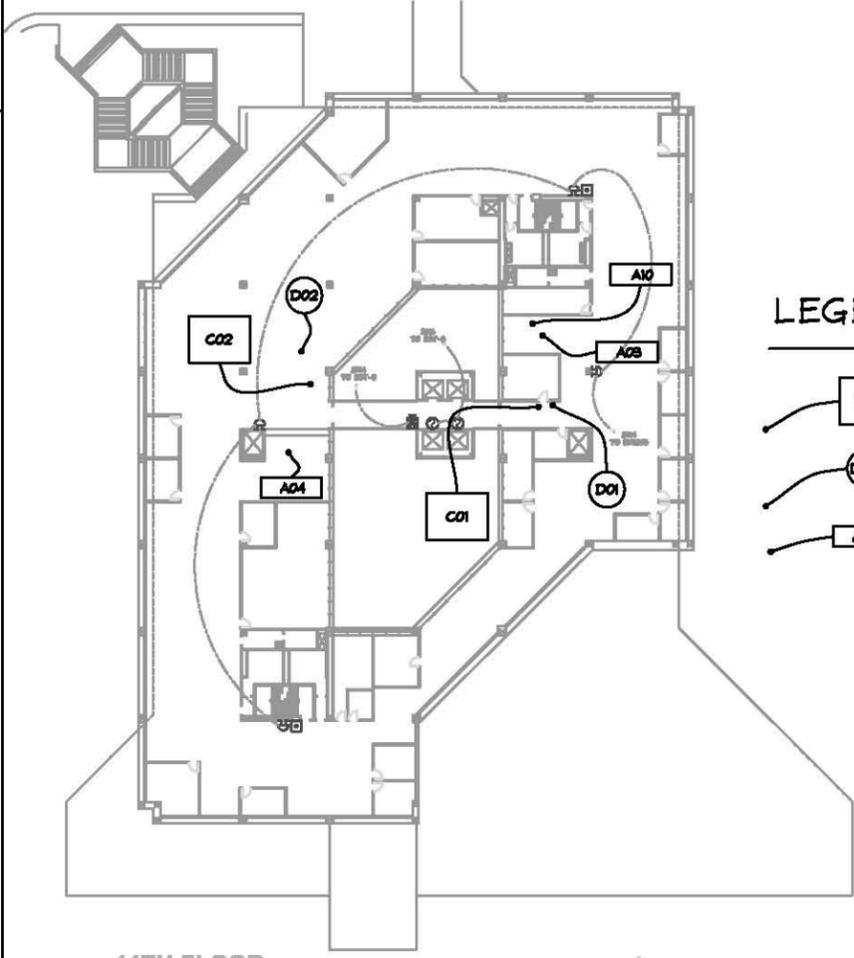
STATE	YEAR
ALASKA	2011



LEGEND

- CARPET DUST SAMPLES
- VISIBLE DUST SAMPLES
- AIR SAMPLES
- JOINT COMPOUND SAMPLES

7TH FLOOR



LEGEND

- CARPET DUST SAMPLES
- VISIBLE DUST SAMPLES
- AIR SAMPLES

11TH FLOOR

ASBESTOS SAMPLE RESULTS ON FLOOR 7

AIR SAMPLES		
SAMPLE	VOLUME LITERS(L)	RESULTS (fibers/cc)
A05*	1200	< 0.005
A06*	1200	< 0.005
A09**	1200	< 0.005
CARPET DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
C03	232.26	< 3,525
VISIBLE DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
D05	258.06	< 3,173
D08	258.06	< 3,173
JOINT COMPOUND SAMPLES		
SAMPLE	DESCRIPTION	RESULT
J01	White Brittle	2% Chrysotile
J02	White Brittle	2% Chrysotile
J03	White Brittle	2% Chrysotile
J04	White Brittle	2% Chrysotile

NOTE:

SAMPLES COLLECTED IN NOVEMBER 2010
 BOLD SAMPLES INDICATED DETECTED ASBESTOS RESULT.

- * DENOTES PERSONAL BREATHING ZONE SAMPLES.
- ** DENOTES SAMPLE TAKEN FROM HVAC DIFFUSER.
- < DENOTES NO DETECTABLE ASBESTOS AT THE REFERENCE LEVEL.
- st/cm² DENOTES STRUCTURES PER CENTIMETER SQUARED

ASBESTOS SAMPLE RESULTS ON FLOOR 11

AIR SAMPLES		
SAMPLE	VOLUME LITERS(L)	RESULTS (fibers/cc)
A03*	1200	< 0.005
A04*	1200	< 0.005
A10**	1200	< 0.005
CARPET DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
C01	232.26	< 3,525
C02	232.26	< 3,525
VISIBLE DUST SAMPLES		
SAMPLE	AREA cm ²	RESULT (st/cm ²)
D01	270.97	< 3,021
D02	258.06	< 3,173

NOTE:

SAMPLES COLLECTED IN NOVEMBER 2010
 BOLD SAMPLES INDICATED DETECTED ASBESTOS RESULT.

- * DENOTES PERSONAL BREATHING ZONE SAMPLES.
- ** DENOTES SAMPLE TAKEN FROM HVAC DIFFUSER.
- < DENOTES NO DETECTABLE ASBESTOS AT THE REFERENCE LEVEL.
- st/cm² DENOTES STRUCTURES PER CENTIMETER SQUARED



GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

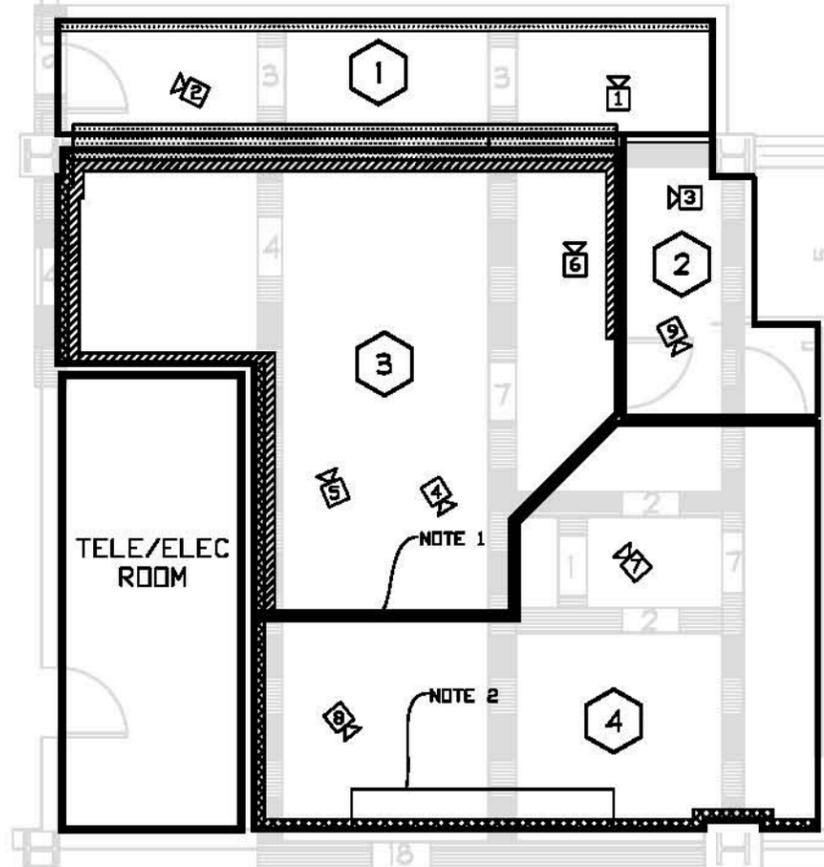
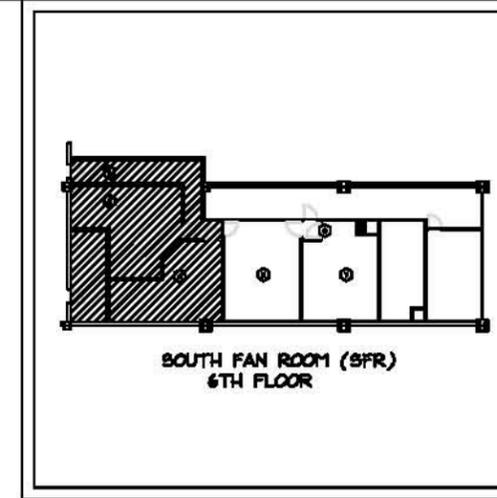
CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

KEYED NOTES:

1. ABATE/REMOVE ACMFP overspray on louver
2. RETURN air opening from 5th floor plenum to remain open

LEGEND

- ENCLOSURE
- ABATE AND SEAL WALL/CEILING INTERFACE
- REMOVE AND REPLACE SOUNDPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING



BEAM SCHEDULE

BEAM SIZE	SYMBOL						
W8X 17	1	W16X 26	3	W18X 45	7	W24X 120	18
W12X 19	2	W21X 44	4	W18X 55	9		

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam is width in inches, length in feet.



PHOTO #1 - REMOVE SF around pipe and wall penetrations, CLEAN/SEAL penetrations with fire rated sealant.

PHOTO #2 - ABATE, CLEAN, SEAL wall/pan deck penetrations. Prepare beam and pan deck for re-application of fireproofing.

PHOTO #3 - ABATE/REMOVE remaining ACMFP and SF, both sides of partition wall penetration. CLEAN/SEAL penetrations.

PHOTO #4 - ABATE/REMOVE ACMFP and SF both sides of beam wall penetration, CLEAN/SEAL penetrations.

PHOTO #5 - REMOVE and replace with full wall SP.

PHOTO #6 - ABATE/ REMOVE ACMFP and SF from pipe wall penetrations, CLEAN/SEAL penetrations with fire rated sealant.

PHOTO #7 - REMOVE/ABATE containment plastic, ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall CLEAN and SEAL penetrations.

PHOTO #8 - RETURN air opening from 5th floor plenum to remain open, see keyed note 2.

PHOTO #9 - REMOVE ACMFP and SF around pipe, steel beam and wall penetrations, both sides of partition wall, CLEAN/SEAL penetrations with fire rate sealant.

1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

ROOMS 1, 2, 3, 4, MECH SPACES & TELE/ELEC FLOOR 6S

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA

PLANS DEVELOPED BY:
NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:
RLM CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 7

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER
2011-0222-9963

STATE	YEAR
ALASKA	2011





GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

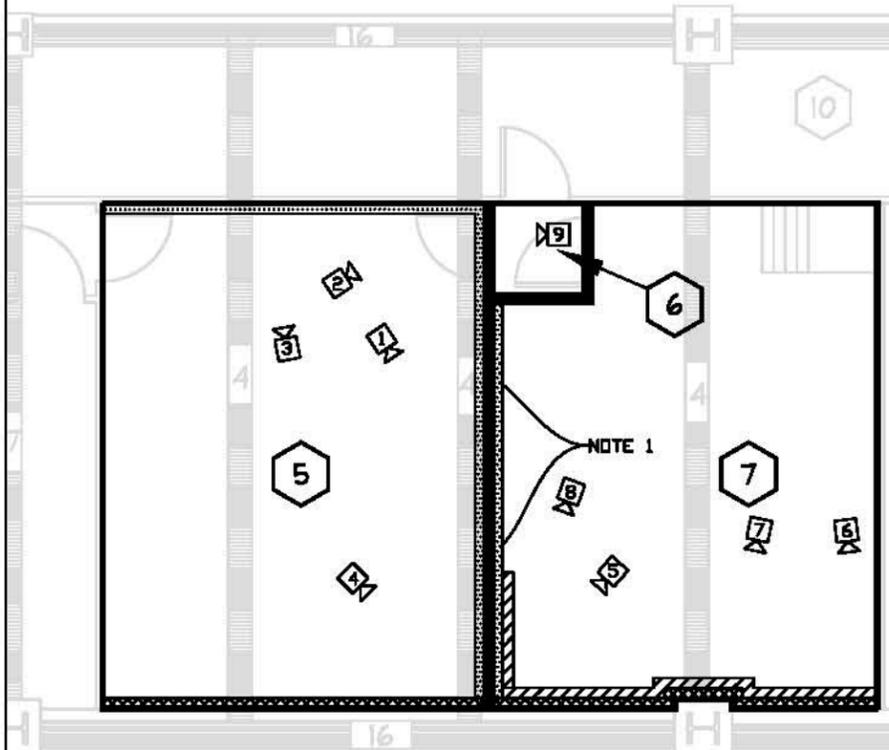
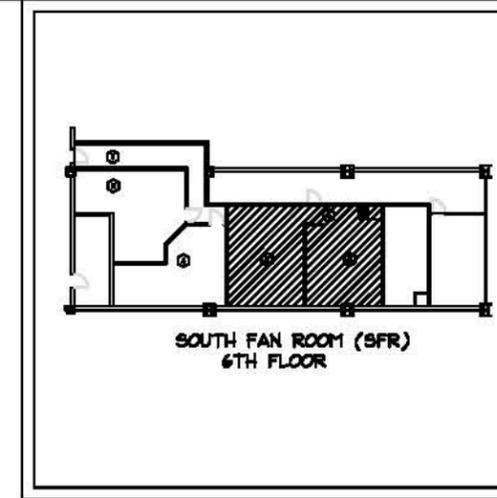
CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

KEYED NOTES:

1. CONTRACTOR to remove/replace gypsum partition wall board along inaccessible east side of steel beam. Abate ACMFP on east side of steel beam.

LEGEND

- ENCLOSURE
- ABATE AND SEAL WALL/CEILING INTERFACE
- REMOVE AND REPLACE SOUNDPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING



BEAM SCHEDULE

BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL
W21X 44	4	W24X 76	16
W18X 45	7		

Beam size and layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



PHOTO #1 - ABATE accessible ACMFP, brush and CLEAN steel beam, SEAL wall penetrations and ENCLOSE inaccessible ACMFP on back side of steel beam.



PHOTO #2 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall. Brush CLEAN steel beam.



PHOTO #3 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall. Brush and CLEAN steel beam.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF, CLEAN and SEAL. ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF along beam partition wall both sides. CLEAN/SEAL penetrations. REMOVE 8'SP and replace with full wall SP on south wall.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF, CLEAN/SEAL penetrations. ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #7 - REMOVE 8'SP and replace with full wall SP.



PHOTO #8 - ABATE/REMOVE accessible ACMFP and SF, CLEAN/SEAL penetrations. ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam. CLEAN pan decking where necessary for FP re-application



PHOTO #9 - ABATE/REMOVE ACMFP and SF both sides of partition wall and pan deck interface, CLEAN/SEAL penetrations.

1-24-2011

ADDENDUM NUMBER		
RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

ROOMS 5, 6, & 7: FLOOR 6S

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC,
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:

R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 8

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER
2011-0222-9963

STATE	YEAR
ALASKA	2011





GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

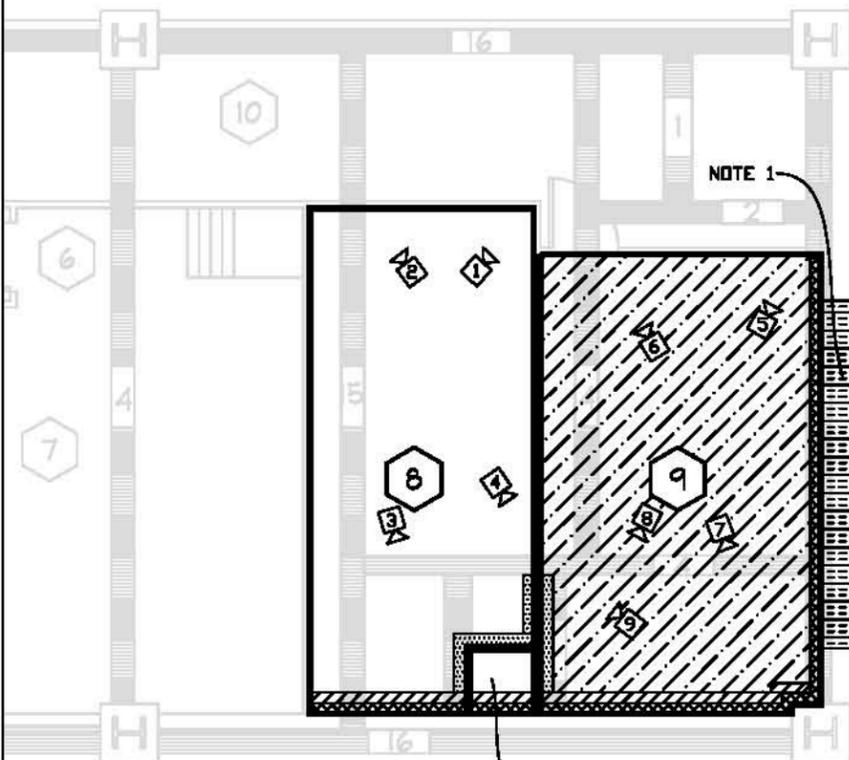
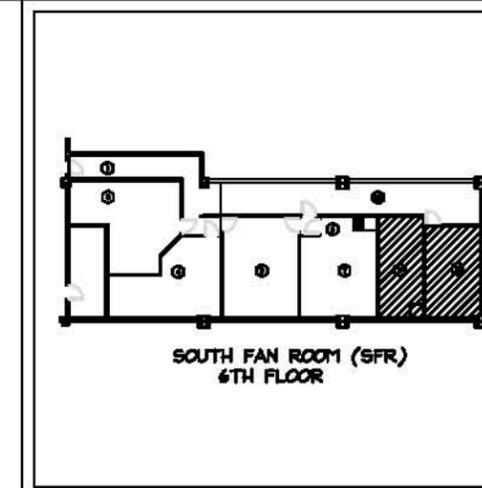
CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- ENCLOSURE
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- ABATE AND SEAL WALL/CEILING INTERFACE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- WORK TO BE DONE ON WEEKENDS ONLY

KEYED NOTES:

1. OPERATIONAL AIR INTAKE VENT. TO BE USED AS SUPPLY AND EXHAUST DURING CLEANING AND SEALING WORK FOR THE 6TH AND 7TH FLOOR SOUTH MECHANICAL SPACES.
2. REMOVE WALLBOARD, ABATE ACMFP LOCATED WITHIN, REPLACE WALLBOARD, JOINT TAPE, AND GYPSUM JOINT COMPOUND AND SEAL.



BEAM SCHEDULE

BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL
W8X 17	1	W21X 44	4	W24X 76	16
W12X 19	2	W24X 61	15		

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam is width in inches, length in feet.



PHOTO #1 - REMOVE SF around pipe and wall penetrations, CLEAN/SEAL penetrations with fire rated sealant.



PHOTO #2 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall. Brush and CLEAN steel beam.



PHOTO #3 - ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam. CLEAN pan decking where necessary for FP re-application



PHOTO #4 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall. Brush and CLEAN steel beam.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF, CLEAN/SEAL penetrations. ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #6 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall. Brush and CLEAN steel beam.



PHOTO #7 - Building air intake to be used for air supply and exhaust for all containment on south mechanical spaces.



PHOTO #8 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration. Brush and CLEAN steel beam. CLEAN/SEAL penetrations. ENCLOSE any inaccessible ACMFP to remain.



PHOTO #9 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration, both sides of partition wall. Brush and CLEAN steel beam. CLEAN/SEAL penetrations. ENCLOSE inaccessible ACMFP to remain.

RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

ROOMS 8 & 9: FLOOR 6S
 2011 ASBESTOS ABATEMENT PROJECT
 JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



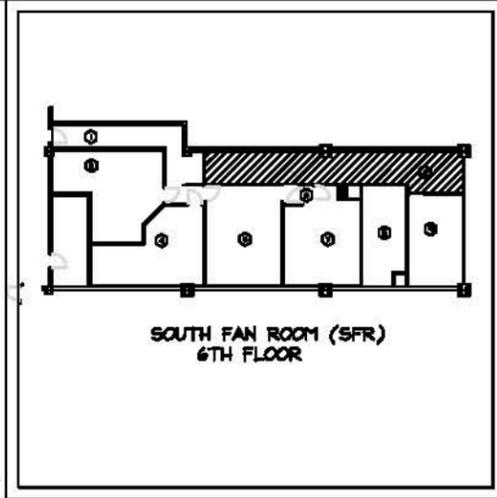
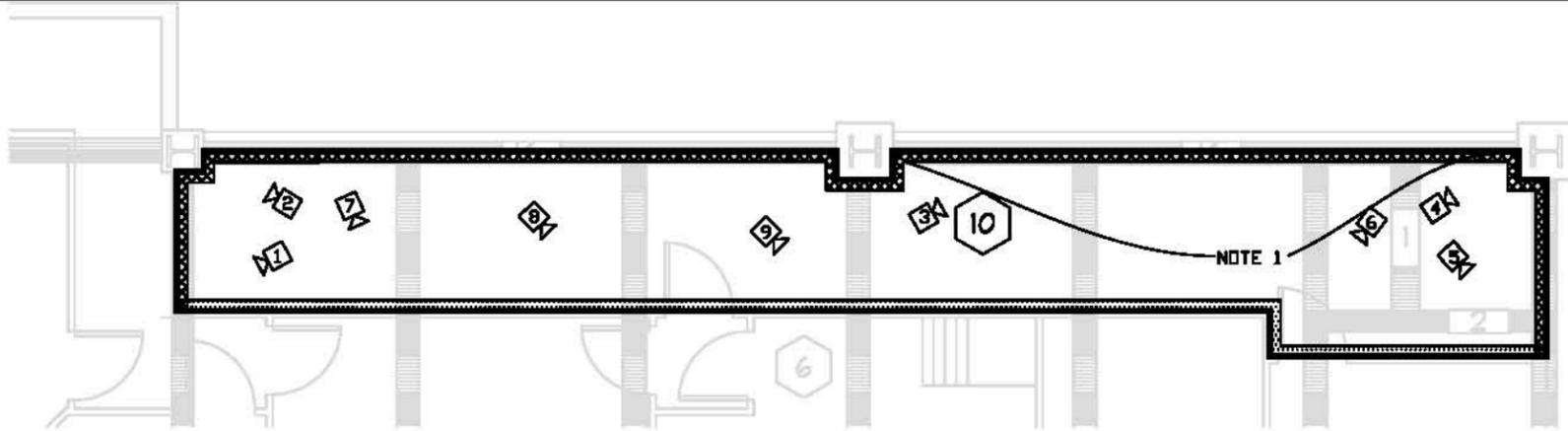
PLANS DEVELOPED BY:
 NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH
 R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 9	
TOTAL SHEETS 24	
PROJECT DESIGNATION NUMBER 2011-0222-9963	
STATE ALASKA	YEAR 2011





1-24-2011

ADDENDUM NUMBER		
RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

LEGEND

- ENCLOSURE
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- ABATE AND SEAL WALL/CEILING INTERFACE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING

GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SDB Intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

KEYED NOTES:

1. REPAIR/REPLACE FRAMED PARTITION WALL BETWEEN VERTICAL STEEL COLUMNS.

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W8X 17	1
W12X 19	2
W24X 76	16

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



PHOTO #1 - REMOVE/ABATE ACMFP and SF around vent and along wall pan deck interface and beam wall penetration. Brush and CLEAN steel beam.



PHOTO #2 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and around wall penetration. Brush and CLEAN steel beam. CLEAN/SEAL penetrations.



PHOTO #3 - REMOVE/ABATE ACMFP and SF in project area. Repair/replace and provide reconstructed partition wall ENCLOSURE from adjacent ACMFP to remain



PHOTO #4 - REMOVE SF FROM BEAMS



PHOTO #5 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetration. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PHOTO #6 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam & piping wall penetrations, both sides of partition wall. CLEAN/SEAL penetrations.



PHOTO #7 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam & piping wall penetrations, both sides of partition wall. CLEAN/SEAL penetrations.FROM BEAMS



PHOTO #8 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam & piping penetrations, both sides of partition wall. CLEAN/SEAL penetrations.



PHOTO #9 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam & piping wall penetrations, both sides of partition wall. CLEAN/SEAL penetrations.

ROOM 10: FLOOR 6S

2011 ASBESTOS ABATEMENT PROJECT
JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:
NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 10

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011





GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

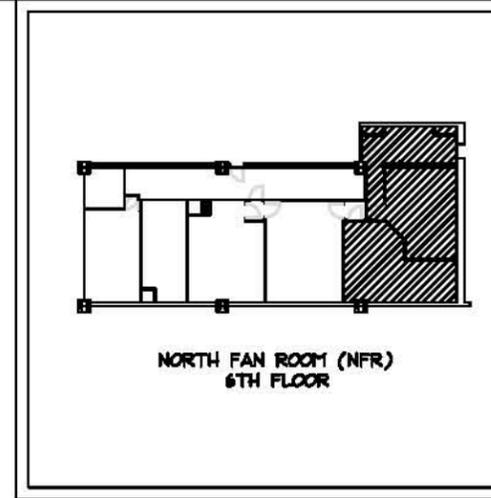
CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

KEYED NOTES:

1. RETURN air opening from 5th floor plenum to remain open
2. It is necessary to keep access open per sheet #2 design note 23.

LEGEND

- ENCLOSURE
- PHOTO # NUMBER AND CAMERA DIRECTION
- ABATE AND SEAL WALL/CEILING INTERFACE
- BEAM - SEE BEAM SCHEDULE
- REMOVE AND REPLACE SOUNDPROOFING
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING

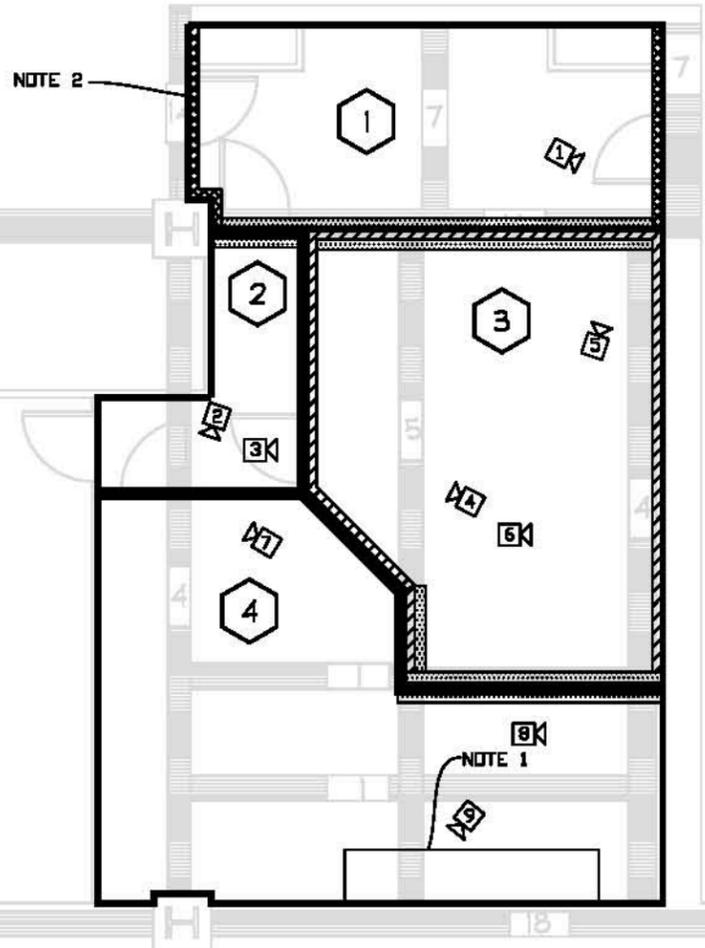


1-24-2011		
ADDENDUM NUMBER		
RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

ROOMS 1, 2, 3, & 4: FLOOR 6N

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



BEAM SCHEDULE

BEAM SIZE	SYMBOL						
V8X 17	1	V21X 62	5	V24X 55	14	V24X 120	18
V21X 44	4	V18X 45	7	V24X 76	16		

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam is width in inches, length in feet.



PHOTO #1 - CLEAN cable racks. REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. CLEAN/SEAL penetrations.



PHOTO #2 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PHOTO #3 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and wall penetrations. CLEAN/SEAL penetrations.



PHOTO #4 - REMOVE 8'SP and replace with full wall SP.



PHOTO #5 - REMOVE 8'SP and replace with full wall SP. REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. CLEAN/SEAL penetrations.



PHOTO #6 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PHOTO #7 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PHOTO #8 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PHOTO #9 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PLANS DEVELOPED BY:
NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH	
SHEET 11	
TOTAL SHEETS 24	
PROJECT DESIGNATION NUMBER	
2011-0222-9963	
STATE	YEAR
ALASKA	2011



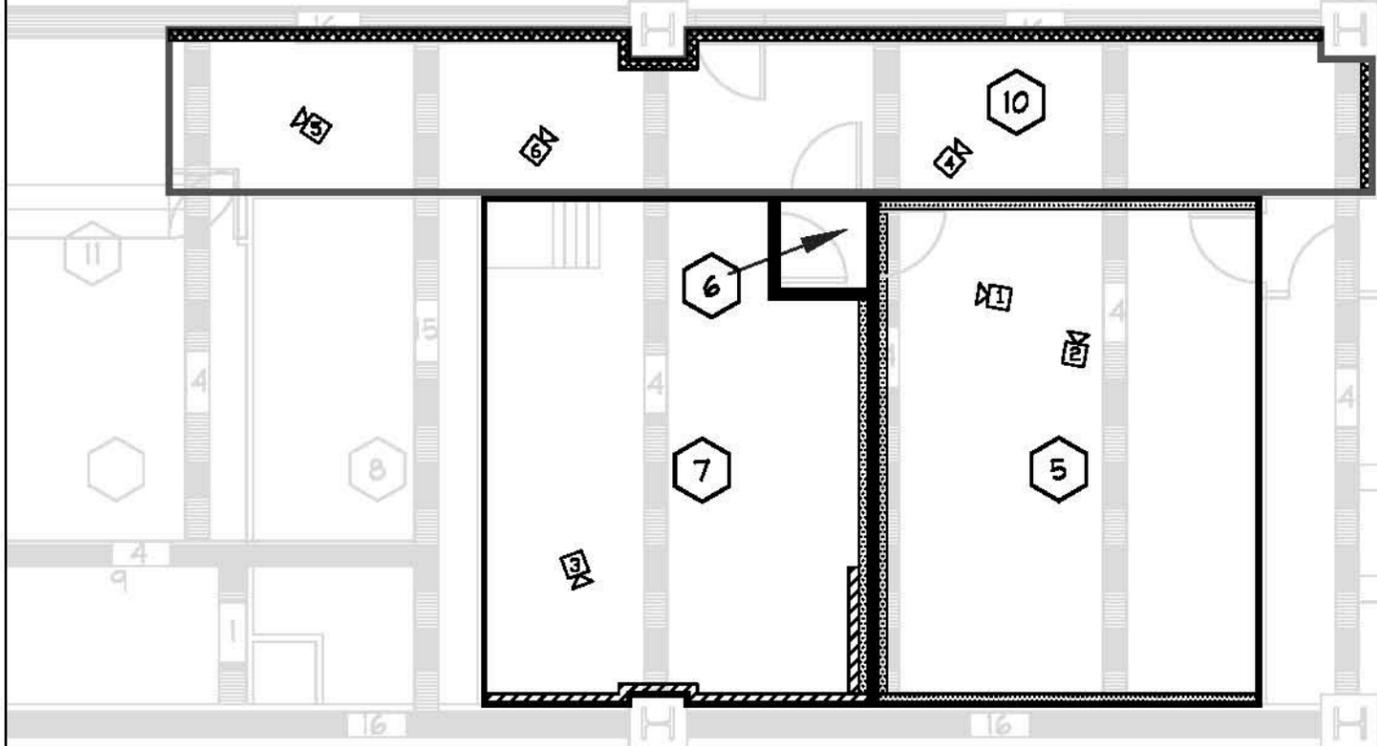
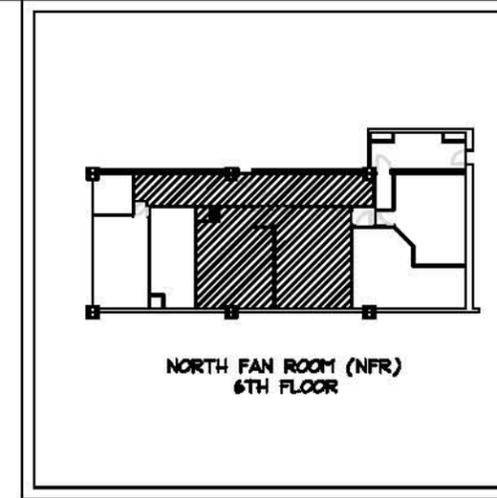


GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SDB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.



LEGEND

- ENCLOSURE
- ABATE AND SEAL WALL/CEILING INTERFACE
- REMOVE AND REPLACE SOUNDPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING



PHOTO #1 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations



PHOTO #2 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations



PHOTO #3 - REMOVE 8' SF and replace with full wall SF. REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. Brush and CLEAN steel beams.



PHOTO #4 - REMOVE/ABATE ACMFP and SF along wall pan deck interface. Brush and CLEAN steel beams. Repair/Replace framed partition wall and ENCLOSE.



PHOTO #5 - REMOVE/ABATE ACMFP and SF along wall pan deck interface. Brush and CLEAN steel beams. Repair/Replace framed partition wall and ENCLOSE adjacent area ACMFP to remain.



PHOTO #6 - REMOVE/ABATE ACMFP and SF along wall pan deck interface. Brush and CLEAN steel beams. Repair/Replace framed partition wall and ENCLOSE adjacent area ACMFP to remain.

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W21X 44	4
W24X 61	15
W24X 76	16

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 5, 6, 7, & 10: FLOOR 6N

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:

R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 12

TOTAL SHEETS 24

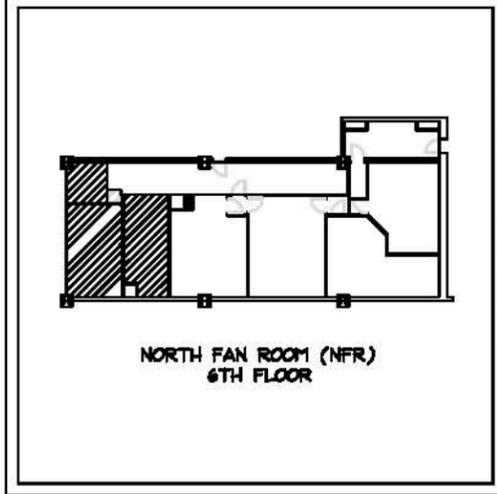
PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011



NO.	DATE	DESCRIPTION



KEYED NOTES:

1. OPERATIONAL AIR INTAKE VENT. TO BE USED AS SUPPLY AND EXHAUST DURING CLEANING AND SEALING WORK FOR THE 6TH AND 7TH FLOOR NORTH MECHANICAL SPACES.
2. POSSIBLE AIR EXHAUST VENT
3. REMOVE WALLBOARD, ABATE ACMFP LOCATED WITHIN, REPLACE WALLBOARD, JOINT TAPE, AND GYPSUM JOINT COMPOUND AND SEAL.

GENERAL NOTES:

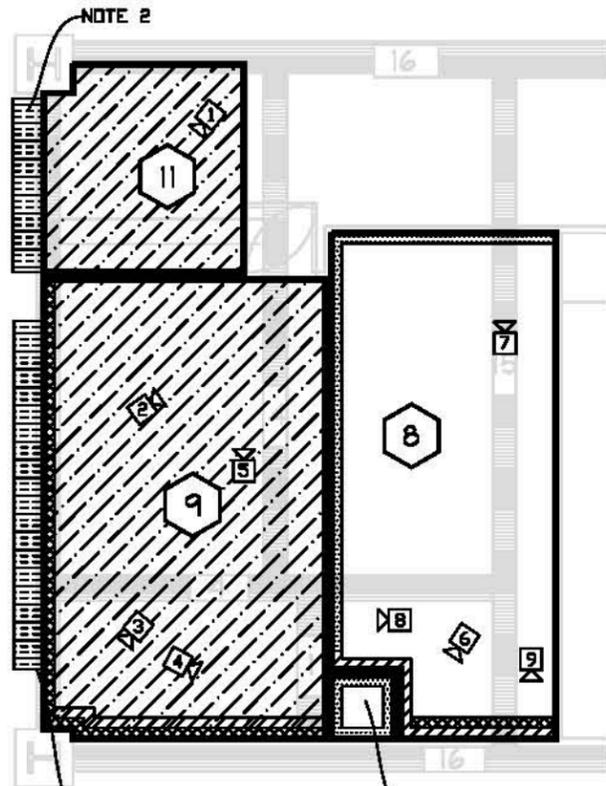
Exhaust/Supply air for all mechanical room containment to be provided via existing SOB Intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- ENCLOSURE
- REMOVE AND REPLACE SOUNDPROOFING
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- WORK TO BE DONE ON WEEKENDS ONLY
- ABATE AND SEAL WALL/CEILING INTERFACE



BEAM SCHEDULE

BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL
WBX 17	1	W21X 62	5	W24X 76	16
W21X 44	4	W24X 61	15		

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam is width in inches, length in feet.



PHOTO #1 - Duct work and electrical located in room 11, typical.



PHOTO #2 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam wall penetrations. Brush and CLEAN steel beams. CLEAN pan decking where necessary.



PHOTO #3 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam, wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations



PHOTO #4 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam, wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetration



PHOTO #5 - Pan decking typical throughout. CLEAN pan decking where necessary to prepare substrate for re-application of non ACM FP.



PHOTO #6 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam, wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations.



PHOTO #7 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam, wall penetrations, both sides of partition wall. Brush and CLEAN steel beams. CLEAN/SEAL penetrations



PHOTO #8 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam, wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations



PHOTO #9 - REMOVE/ABATE ACMFP and SF along wall pan deck interface and beam, wall penetrations. Brush and CLEAN steel beams. CLEAN/SEAL penetrations

ROOMS 8, 9, & 11: FLOOR 6N

2011 ASBESTOS ABATEMENT PROJECT
JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:
NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 13

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

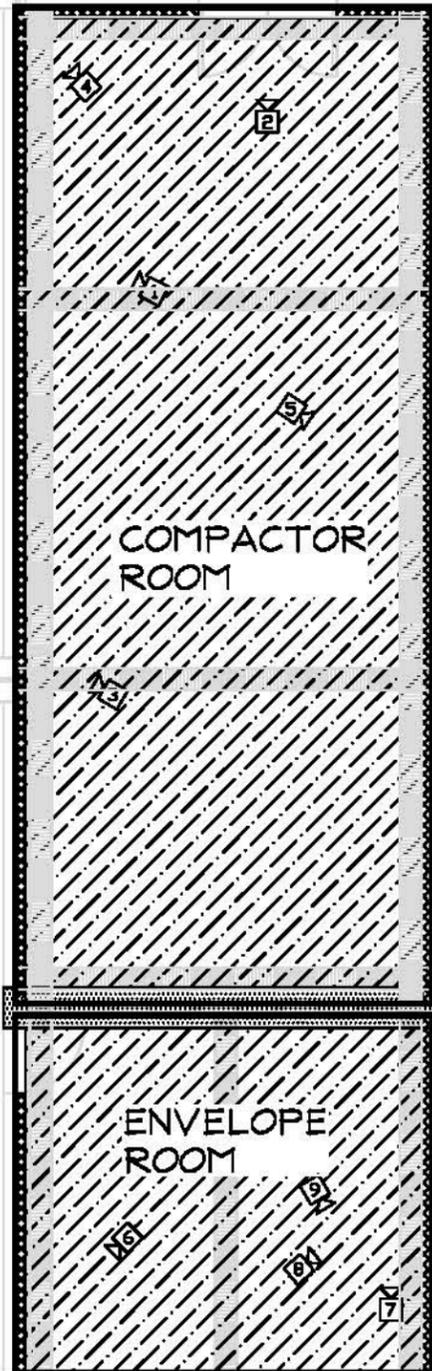
2011-0222-9963

STATE	YEAR
ALASKA	2011





LOADING DOCK



GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via hallway and loading dock.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

EXHAUST/SUPPLY AIR FOR CONTAINMENT TO BE PROVIDED VIA 7TH FLOOR LOADING DOCK HALLWAY

LEGEND

- ENCLOSURE
- ABATE AND SEAL WALL/CEILING INTERFACE
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- WORK TO BE DONE ON WEEKENDS ONLY



PHOTO #1 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface and wall penetrations. CLEAN/SEAL penetrations. ENCLOSE inaccessible ACMFP to remain.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface and wall penetrations. CLEAN/SEAL penetrations. ENCLOSE inaccessible ACMFP to remain.



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface. ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF around wall penetrations. CLEAN/SEAL penetrations. Brush and CLEAN steel beam.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface and beam, wall penetrations. CLEAN/SEAL penetrations. ENCLOSE any inaccessible ACMFP to remain.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface. SEAL and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam.



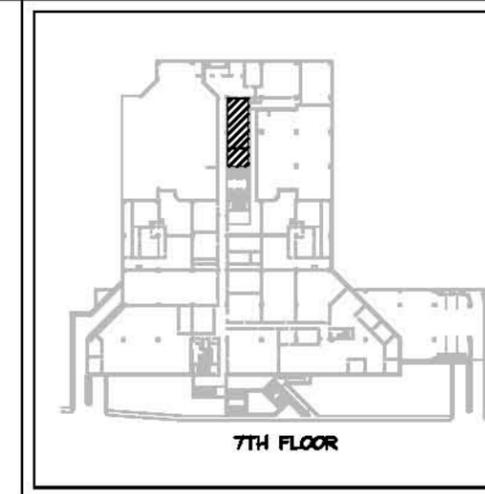
PHOTO #7 - ABATE/REMOVE accessible ACMFP and SF. ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #8 - ABATE/REMOVE accessible ACMFP and SF. ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #9 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface. SEAL and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam. CLEAN pan decking where necessary.



1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

COMPACTOR, ENVELOPE ROOMS
FLOOR 7N

2011 ASBESTOS ABATEMENT PROJECT
JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
RJM CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 14

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE YEAR

ALASKA 2011



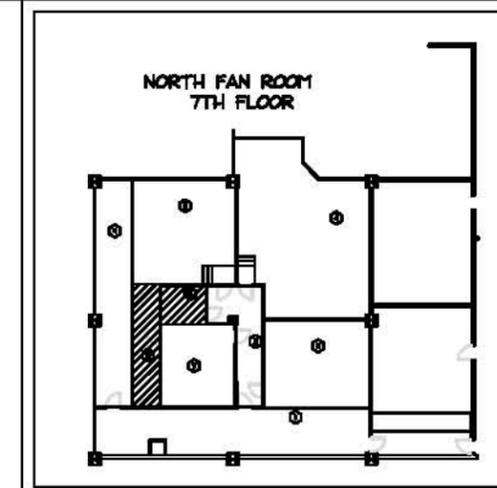
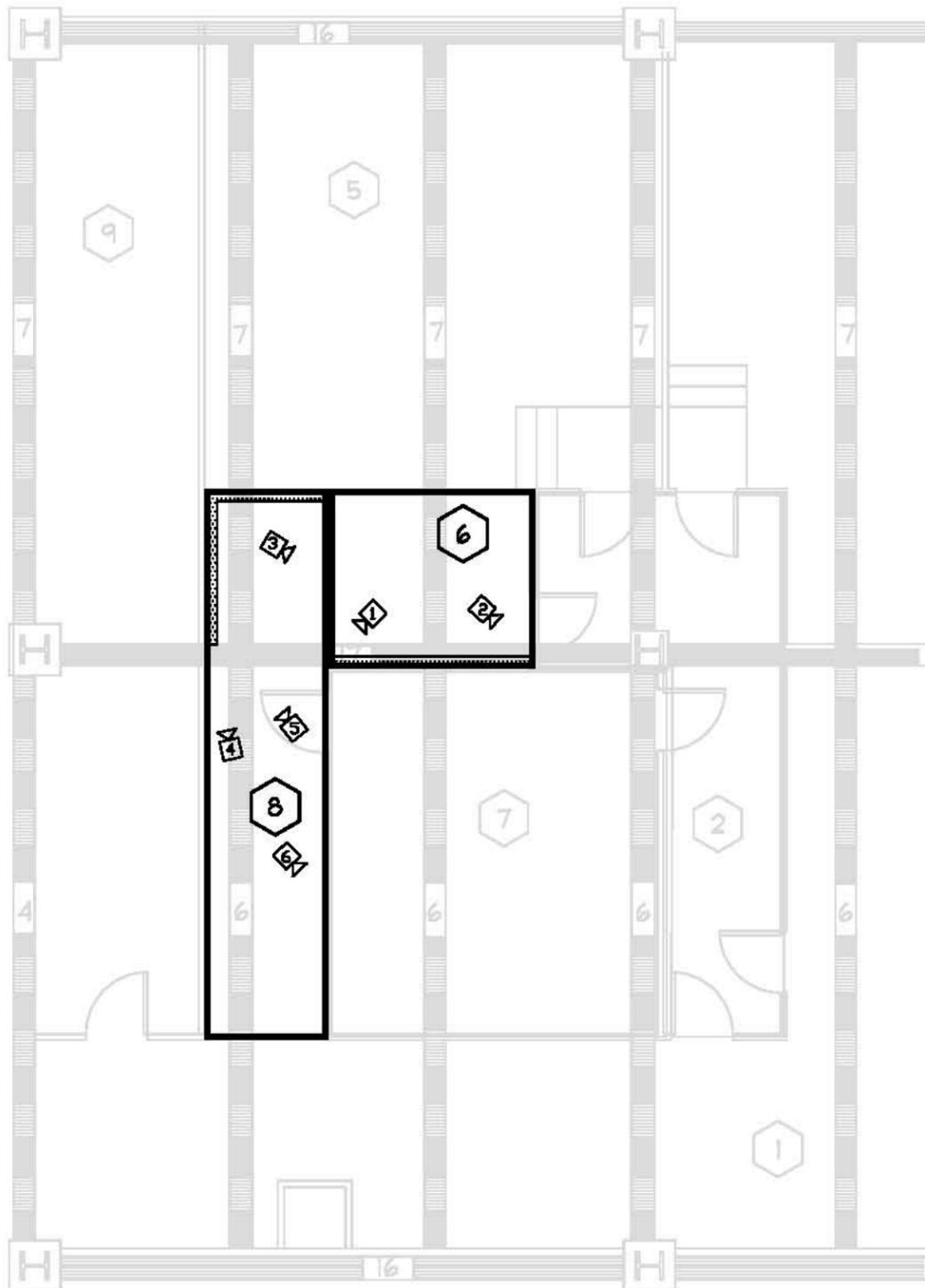


GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SDB Intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.



LEGEND

- PHOTO # NUMBER AND CAMERA DIRECTION
- ABATE AND SEAL WALL/CEILING INTERFACE
- BEAM - SEE BEAM SCHEDULE
- SF - SPRAY FOAM NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING



PHOTO #1 - ABATE/REMOVE accessible ACMFP and SF along wall/floor interface and penetrations. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam. CLEAN pan decking where



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W18X 35	6
W18X 45	7
W24X 94	17

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 6 & 8: FLOOR 7N

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 15

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011

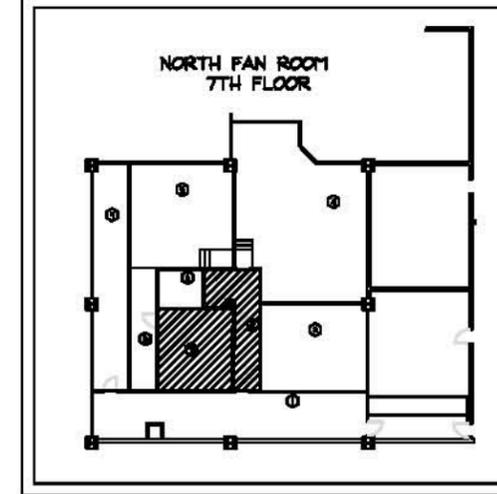
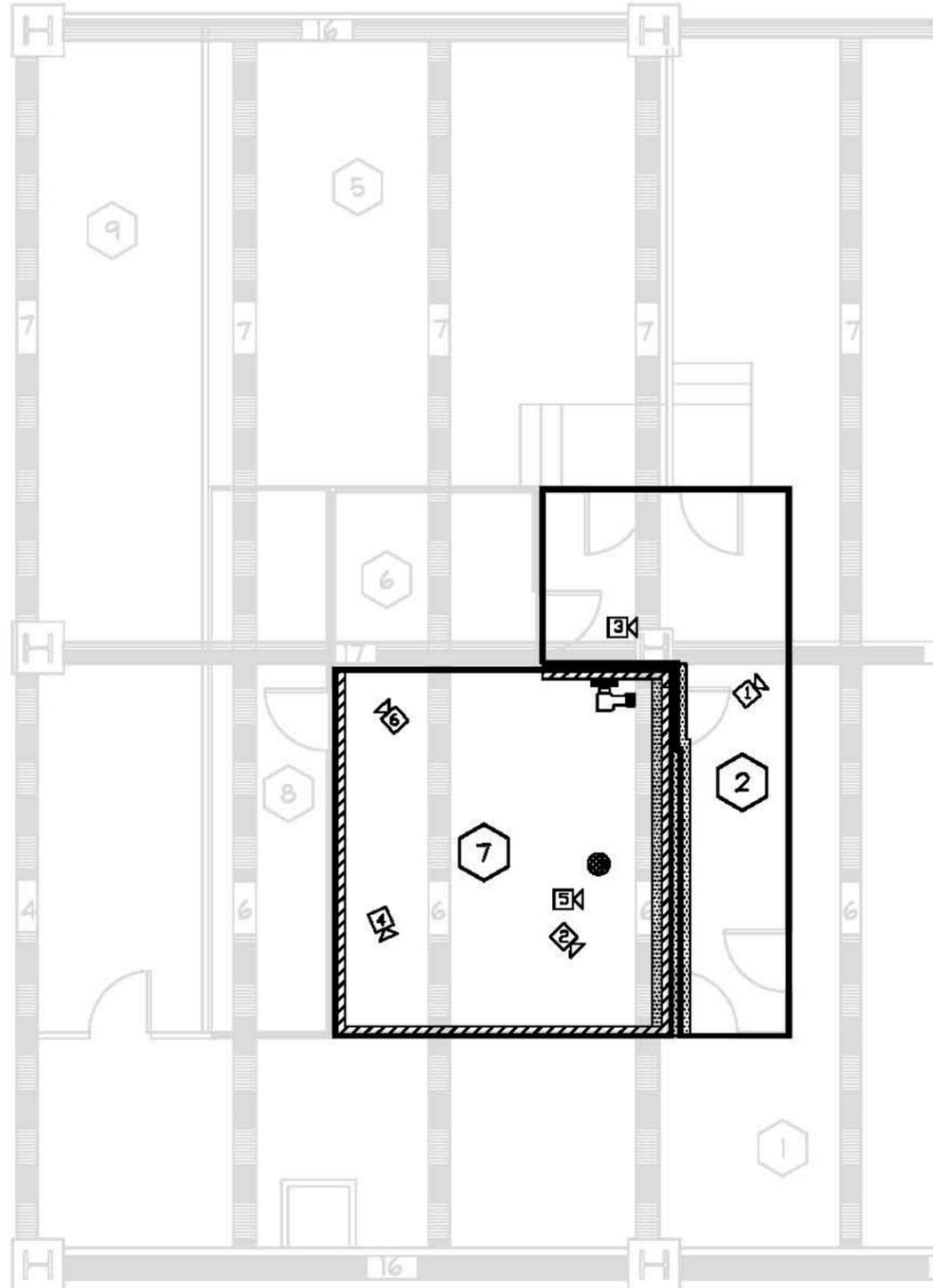


GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SDB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.



LEGEND

- REMOVE AND REPLACE SOUNDPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- ABATE AND SEAL WALL/CEILING INTERFACE
- FLOOR DRAIN
- HOSE BIB
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT



PHOTO #1 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #2 - ABATE/REMOVE ACMFP and SF on beam by removing/replacing gypsum wall board on partition wall to access. SEAL reconstructed partition wall.



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #4 - ABATE/REMOVE ACMFP and SF on beam by removing/replacing gypsum wall board on partition wall to access. SEAL reconstructed partition wall.



PHOTO #5 - Repair damaged pipe insulation ends, ABATE/CLEAN and SEAL penetrations.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W18X35	6
W24X94	17

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 2 & 7: FLOOR 7N

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 16

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011



GENERAL NOTES:

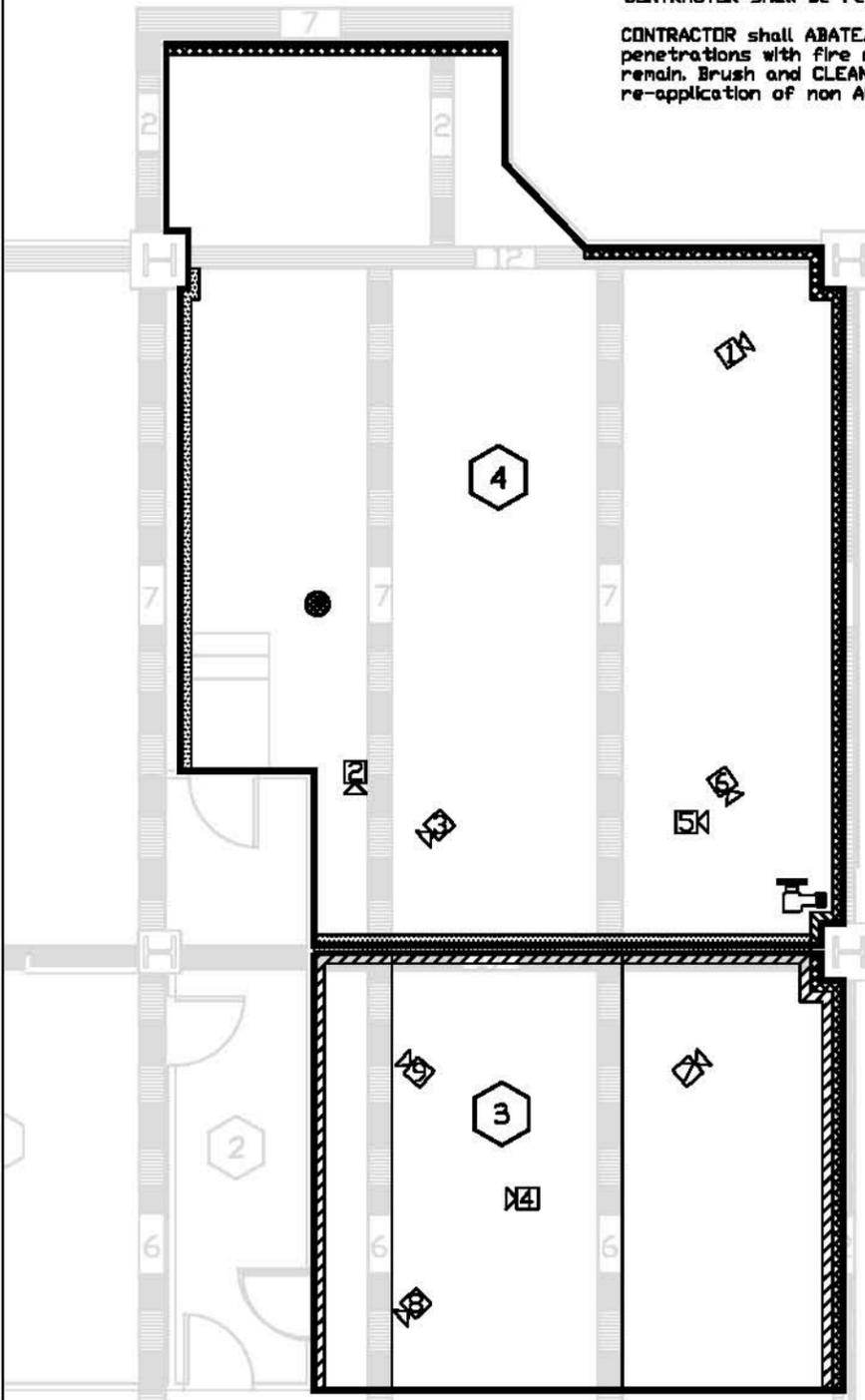
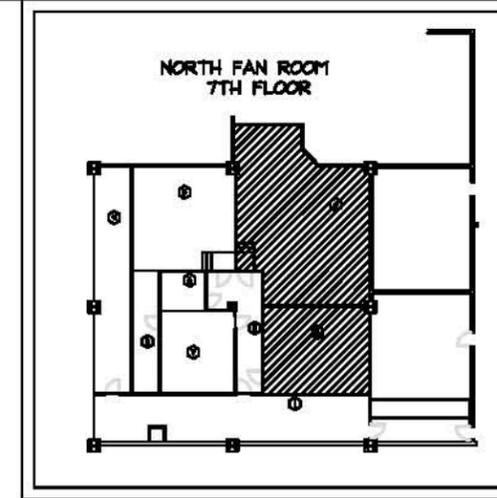
Exhaust/Supply air for all mechanical room containment to be provided via existing SOB Intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- ENCLOSURE
- ABATE AND SEAL WALL/CEILING INTERFACE
- REMOVE AND REPLACE SOUNDPROOFING
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- FLOOR DRAIN
- HOSE BIB



BEAM SCHEDULE

BEAM SIZE	SYMBOL						
W12X 19	2	W18X 35	6	W18X 45	7	W21X 44	12

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches, length in feet.



PHOTO #1 - ABATE/REMOVE Styrofoam, ACMFP and SF CLEAN and SEAL.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain.



PHOTO #3 - ABATE/REMOVE containment plastic, accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain.



PHOTO #4 - ABATE/REMOVE ACMFP and SF around pipe wall penetrations and SEAL.



PHOTO #5 - Repair/replace wall enclosure of ACMFP in wall cavity to remain.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations. Brush and CLEAN steel beam.



PHOTO #7 - REMOVE 8'SP and replace with full wall SP. ABATE/REMOVE ACMFP and SF. SEAL all penetrations. Brush and CLEAN steel beam.



PHOTO #8 - Repair/replace wall. ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #9 - REMOVE 8'SP and replace with full wall SP. ABATE/REMOVE containment plastic, ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.

1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 3 & 4: FLOOR 7N

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:

R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 17

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE YEAR

ALASKA 2011





GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB Intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF. SEAL all room penetrations with fire rated materials and ENCLOSE any Inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- ENCLOSURE
- BEAM - SEE BEAM SCHEDULE
- WORK TO BE DONE ON WEEKENDS ONLY
- REMOVE AND REPLACE SOUNDPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- FLOOR DRAIN
- HOSE BIB
- SF - SPRAY FOAM NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- ABATE AND SEAL WALL/CEILING INTERFACE

KEYED NOTES:

1. OPERATIONAL AIR EXHAUST VENT. TO BE USED AS SUPPLY AND EXHAUST DURING CLEANING AND SEALING WORK FOR 6TH AND 7TH FLOOR NORTH MECHANICAL SPACE
2. OUTSIDE AIR DAMPER FROM 6TH FLOOR
3. EXHAUST DAMPER FROM 6TH FLOOR

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W21X 44	4
W18X 35	6
W18X 45	7
W24X 76	16
W24X 94	17

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify, Beam schedule width in inches and length in feet.

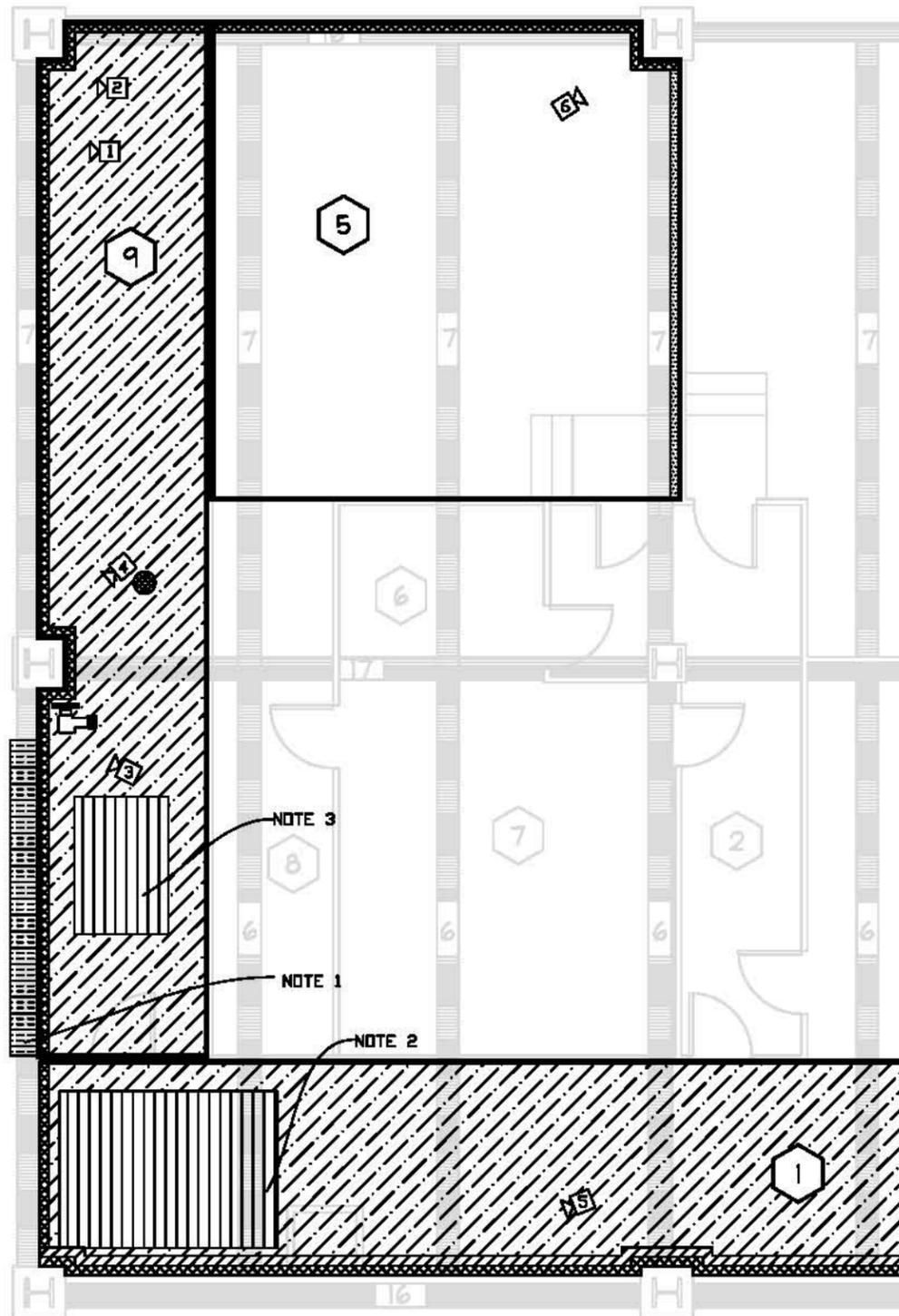


PHOTO #1 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE Inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE Inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE Inaccessible ACMFP to remain. Brush and CLEAN steel beam.



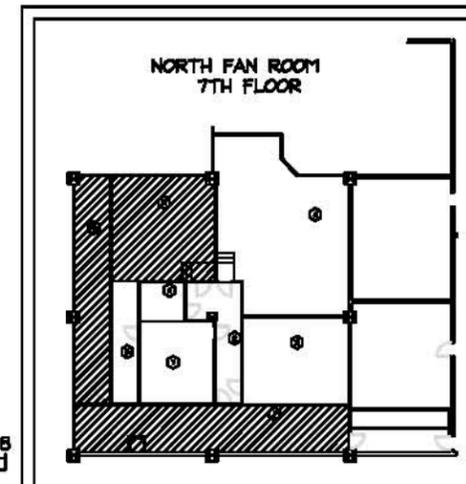
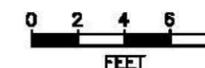
PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE Inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #5 - REMOVE B'SP and replace with full wall SP. ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE Inaccessible ACMFP to remain.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE Inaccessible ACMFP to remain. Brush and CLEAN steel beam.



RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 1, 5, 9, & 10: FLOOR 7N

2011 ASBESTOS ABATEMENT PROJECT
JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 18

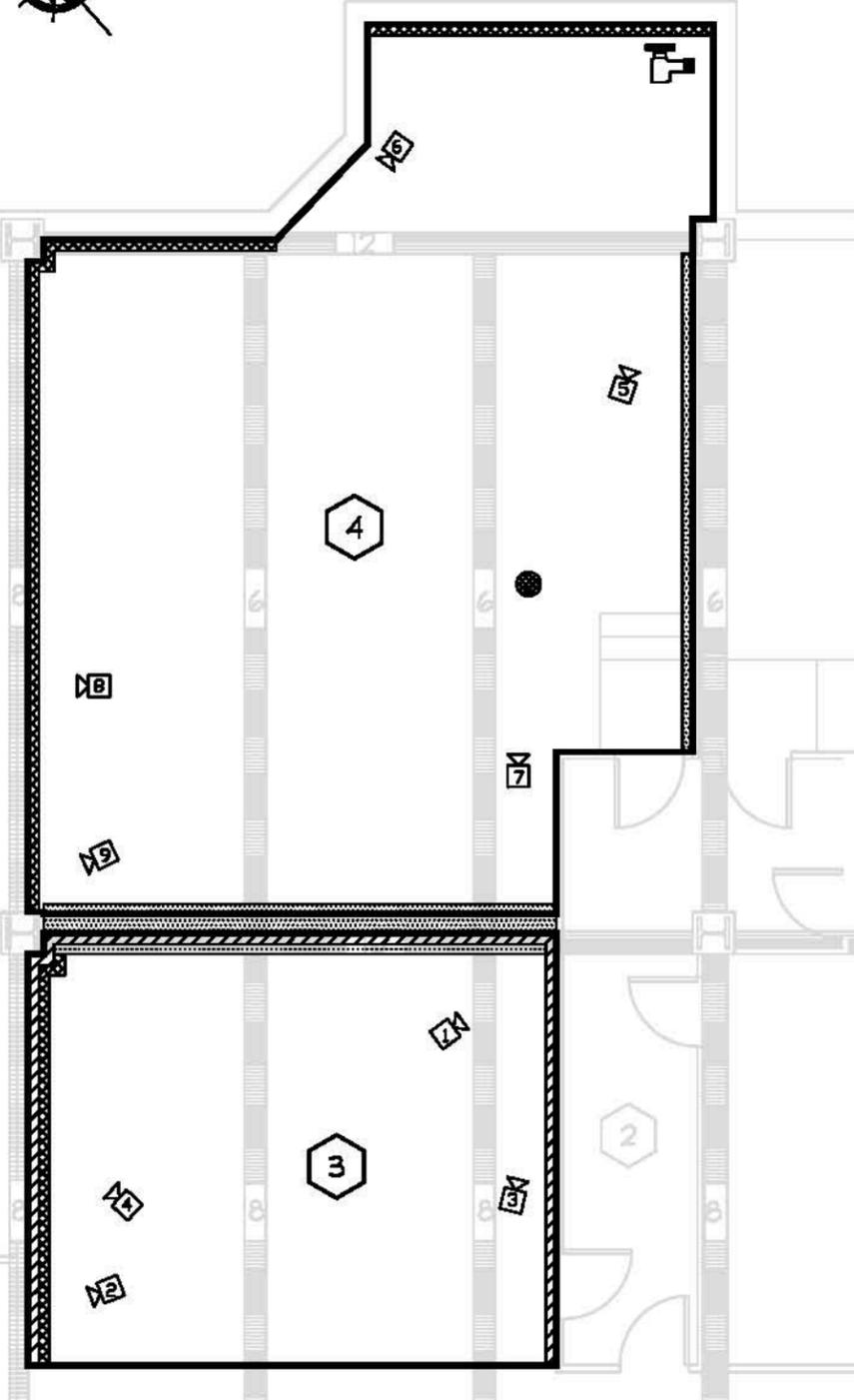
TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE YEAR

ALASKA 2011



BEAM SCHEDULE

BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL
W18X 35	6	W21X 44	12
W18X 50	8	W24X 76	16

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam is width in inches, length in feet.

GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- ENCLOSURE
- ABATE AND SEAL WALL/CEILING INTERFACE
- REMOVE AND REPLACE SOUNDPROOFING
- SF - SPRAY FOAM NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- FLOOR DRAIN
- HOSE BIB

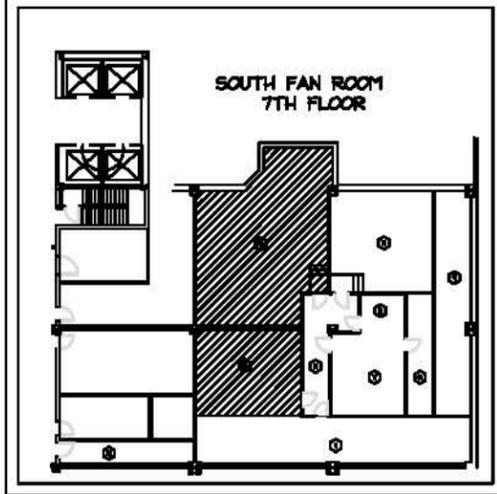


PHOTO #1 - REMOVE 8'SP and replace with full wall SP. ABATE/REMOVE accessible ACMFP and SF. ABATE north side of beam by removing replacing gypsum wall board on partition wall.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain. Brush and CLEAN steel beam.



PHOTO #3 - HEPA vacuum pre clean of panels and switches, sealed with plastic during cleaning/sealing, typical throughout.



PHOTO #4 - REMOVE 8'SP and replace with full wall SP. ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations and ENCLOSE inaccessible ACMFP to remain.



PHOTO #5 - ABATE/REMOVE SF along vertical wall seam. Repair/replace wall and SEAL all penetrations. ENCLOSE inaccessible ACMFP to remain.



PHOTO #6 - ABATE/REMOVE and CLEAN ACMFP over spray on adjacent building materials, throughout.



PHOTO #7 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations.



PHOTO #8 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations.



PHOTO #9 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations.

1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 3 & 4: FLOOR 7S

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA

PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:

R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 19

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011





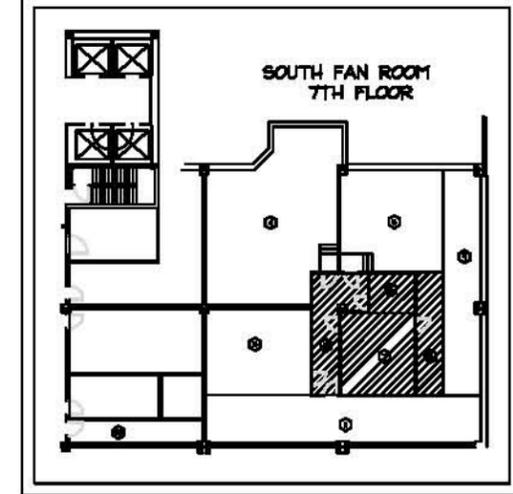
RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SDB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.



LEGEND

- PHOTO # NUMBER AND CAMERA DIRECTION
 - FLOOR DRAIN
 - BEAM - SEE BEAM SCHEDULE
 - HOSE BIB
 - ENCLOSURE
 - REMOVE AND REPLACE SOUNDPROOFING
 - ABATE AND SEAL WALL/CEILING INTERFACE
 - SF - SPRAY FOAM NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W21X 44	4
W18X 35	6
W18X 50	8
W21X 44	12
W24X 76	16
W24X 94	17

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.

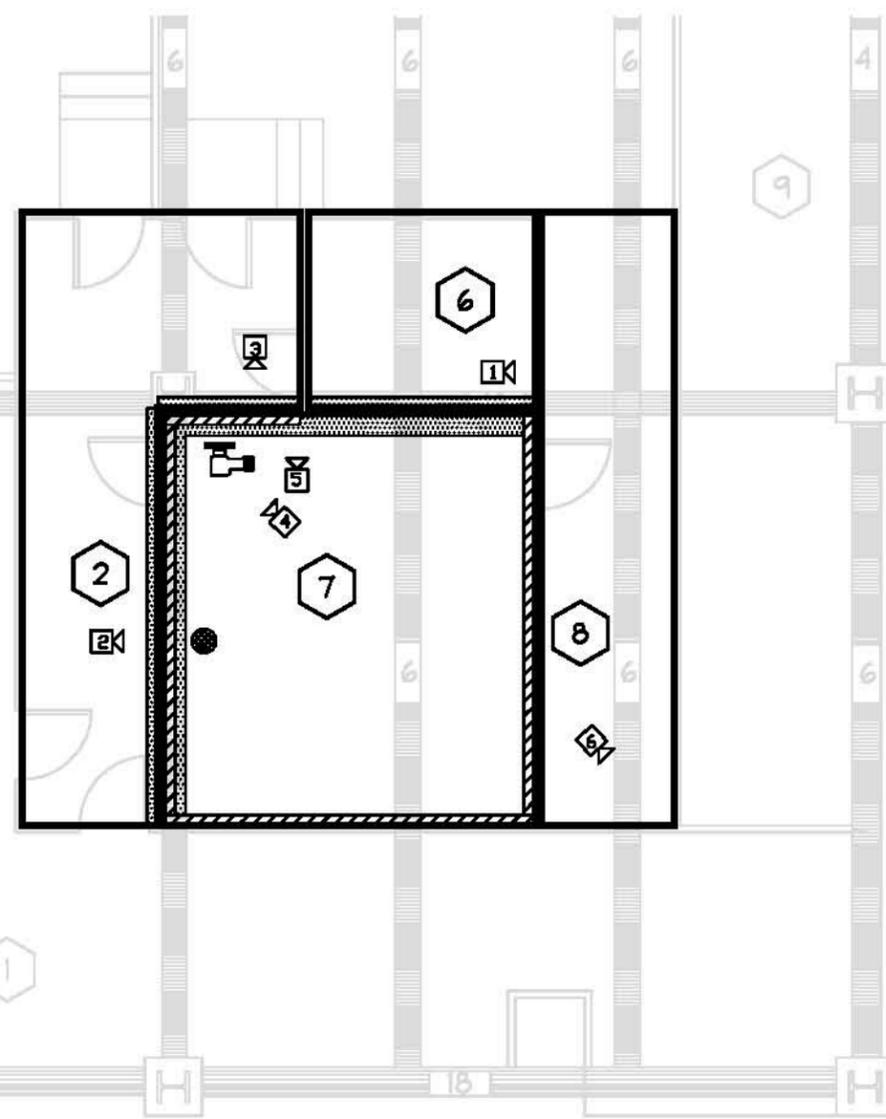


PHOTO #1 - REMOVE containment plastic. ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations.



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. Repair/replace partition wall and SEAL.



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam

ROOMS 2, 6, 7, & 8: FLOOR 7S

2011 ASBESTOS ABATEMENT PROJECT
JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:
NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 20

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011





KEYED NOTES:

1. OPERATIONAL AIR EXHAUST VENT, TO BE USED AS SUPPLY AND EXHAUST DURING CLEANING AND SEALING WORK FOR THE 6TH AND 7TH FLOOR SOUTH MECHANICAL SPACES.
2. OUTSIDE AIR DAMPER FROM 6TH FLOOR.

GENERAL NOTES:

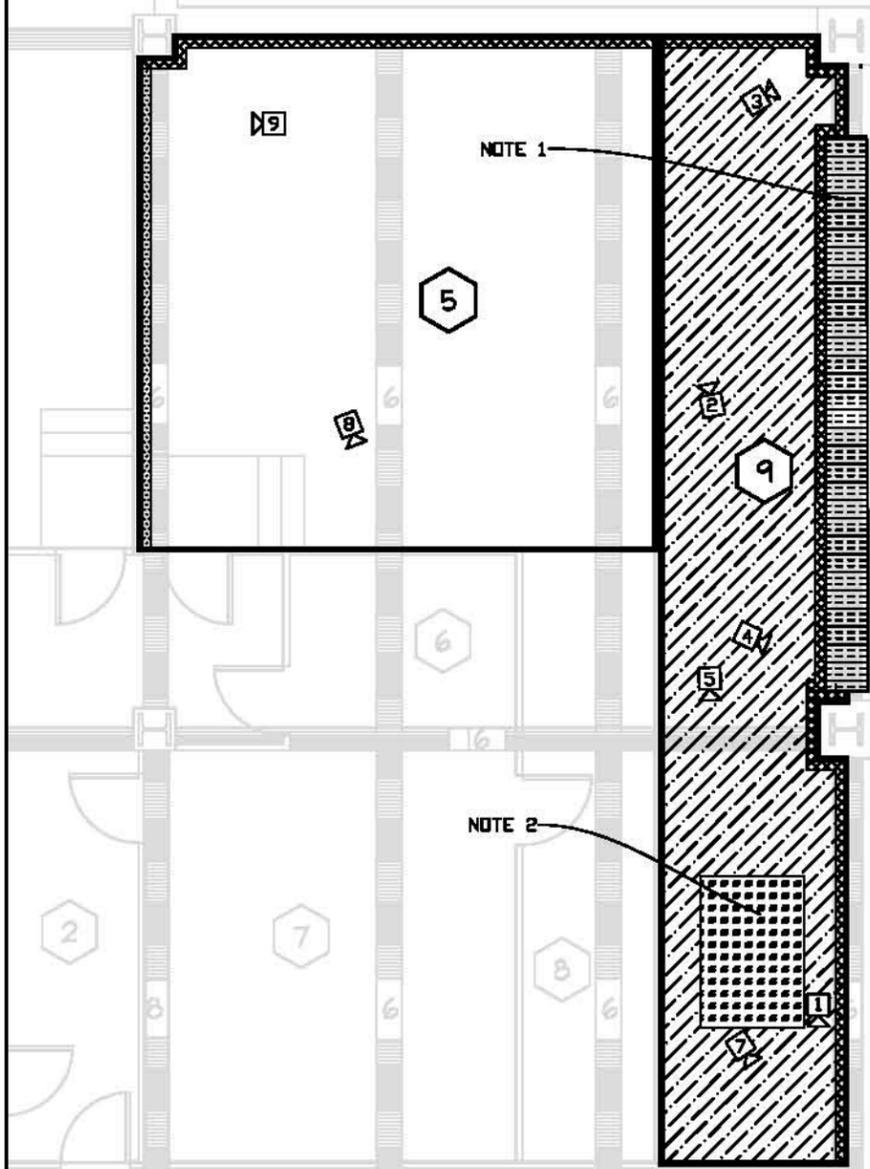
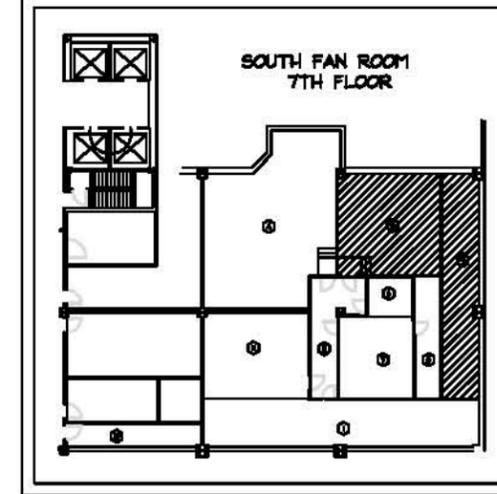
Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor6) and exhaust (Floor7) openings located in Room 9 in each respective Mechanical Space.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- PHOTO # NUMBER AND CAMERA DIRECTION
- WORK TO BE DONE ON WEEKENDS ONLY
- BEAM - SEE BEAM SCHEDULE
- ENCLOSURE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED
- ABATE AND SEAL WALL/CEILING INTERFACE
- ACMFP - ASBESTOS CONTAINING FIREPROOFING



BEAM SCHEDULE

BEAM SIZE	SYMBOL	BEAM SIZE	SYMBOL
W21X 44	4	W18X 50	8
W18X 35	6	W24X 76	16

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam is width in inches, length in feet.



PHOTO #1 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. Brush and CLEAN steel beam.

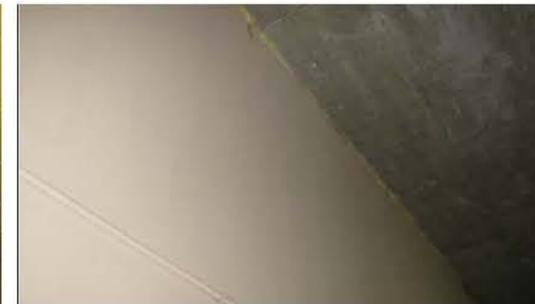


PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations.



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #5 - Outside Air Damper.



PHOTO #6 - HEPA VAC and SEAL cracks in floor. Typical throughout



PHOTO #7 - ABATE/REMOVE ACMFP and SF. SEAL around penetrations.



PHOTO #8 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #9 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOMS 5 & 9: FLOOR 7S

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

NORTECH INC.
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 21

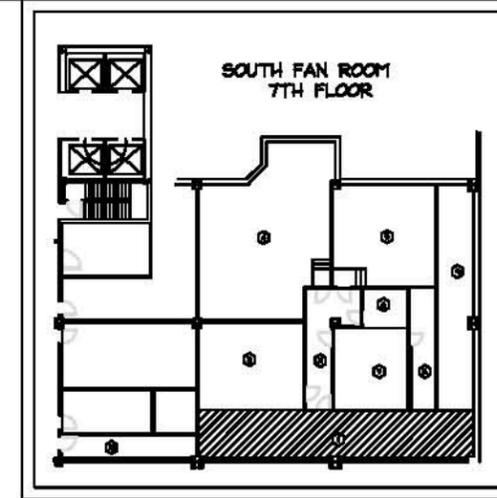
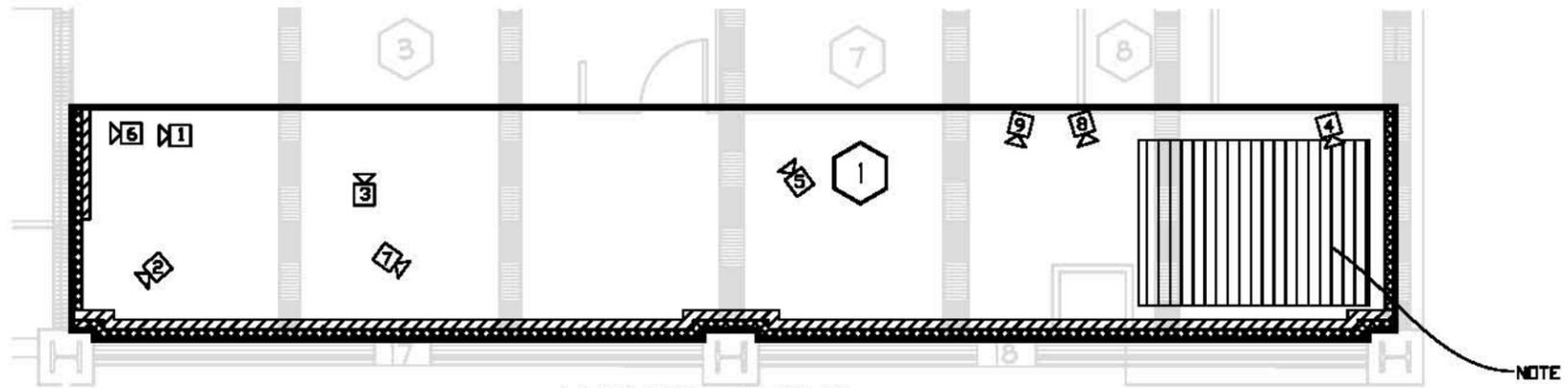
TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011





LEGEND

- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- ENCLOSURE
- REMOVE AND REPLACE SOUNDPROOFING
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING

GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via existing SOB intake (Floor 6) and exhaust (Floor 7) openings located in Room 9 in each respective Mechanical Space. Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas. CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN per deciding where necessary for re-application of non ACM FP. CONTRACTOR may reuse (if desired) existing poly/plastic that remains. Remove upon completion.

KEYED NOTES:

- 1. OUTSIDE AIR DAMPER FROM 6TH FLOOR

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W18X 35	6
W18X 50	8
W21X 44	12
W24X 76	16
W24X 94	17
W24X 120	18

Beam size and layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



PHOTO #1 - ABATE/REMOVE containment plastic, accessible ACMFP and SF, SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #2 - ABATE/REMOVE accessible ACMFP and SF, SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam. REMOVE poly sheeting from prior abatement



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF, SEAL all penetrations. ENCLOSE inaccessible ACMFP.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF along wall seam. SEAL all penetrations.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF, SEAL all penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #6 - REMOVE 8'SP and replace with full wall SP. ABATE/REMOVE ACMFP and SF, SEAL all penetrations.



PHOTO #7 - REMOVE 8'SP and replace with full wall SP.



PHOTO #8 - REMOVE 8'SP and replace with full wall SP.



PHOTO #9 - ABATE/REMOVE accessible ACMFP and SF, SEAL all penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN beam.

1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS		
NO.	DATE	DESCRIPTION

ROOM 1: FLOOR 7S

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA

PLANS DEVELOPED BY:

NORTECH INC,
ENVIRONMENTAL ENGINEERING,
HEALTH & SAFETY CONSULTANTS
4402 THANE RD. JUNEAU, ALASKA
907-586-6813

IN ASSOCIATION WITH:

R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 22

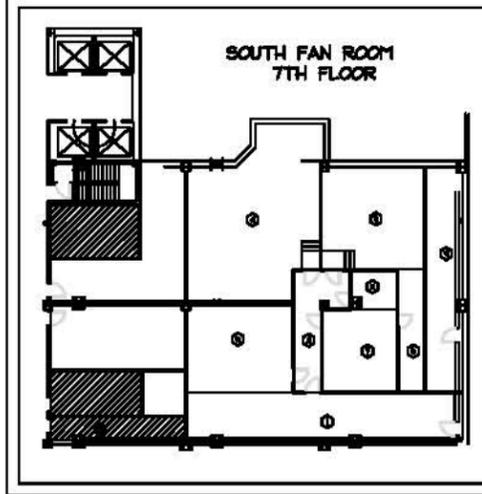
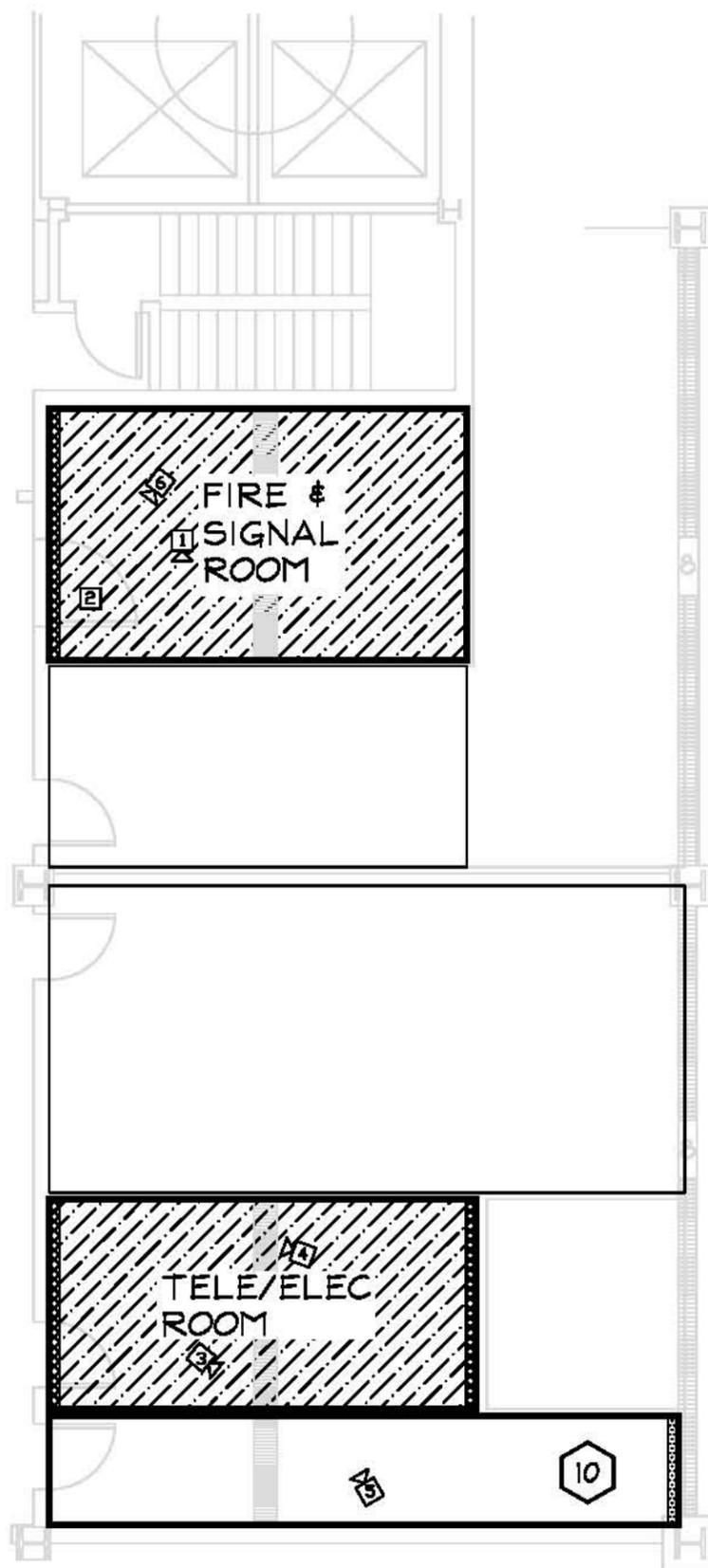
TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011





GENERAL NOTES:

Exhaust/Supply air for all mechanical room containment to be provided via hallway and loading dock.

Photos and captions do not identify all work to be completed and should only be considered typical and representative of work to be completed. CONTRACTOR shall be responsible for all required work in project areas.

CONTRACTOR shall ABATE/REMOVE accessible ACMFP and SF, SEAL all room penetrations with fire rated materials and ENCLOSE any inaccessible ACMFP to remain. Brush and CLEAN steel beams. CLEAN pan decking where necessary for re-application of non ACM FP.

LEGEND

- PHOTO # NUMBER AND CAMERA DIRECTION
- BEAM - SEE BEAM SCHEDULE
- WORK TO BE DONE ON WEEKENDS ONLY
- ENCLOSURE
- SF - SPRAY FOAM, NOT RATED AS FIRE RATED SEALANT
- ACMFP - ASBESTOS CONTAINING FIREPROOFING
- ABATE AND SEAL WALL/CEILING INTERFACE



PHOTO #1 - Fire and Signal Control Panels to be HEPA Vacuum pre clean and protected with visqueen barriers during Cleaning/Sealing Typical throughout



PHOTO #2 - Concrete floor cracks. To be HEPA vacuumed and SEALED



PHOTO #3 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #4 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.



PHOTO #5 - ABATE/REMOVE accessible ACMFP and SF. SEAL penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam



PHOTO #6 - ABATE/REMOVE accessible ACMFP and SF. SEAL all penetrations. ENCLOSE inaccessible ACMFP. Brush and CLEAN steel beam.

BEAM SCHEDULE

BEAM SIZE	SYMBOL
W18X 50	

Beam size and Layout as provided in available As-builts, CONTRACTOR to verify. Beam schedule is width in inches and length in feet.



1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

ROOM 10, MECH SPACES, TELE/ELEC & FIRE/SIGNAL FLOOR 7S

2011 ASBESTOS ABATEMENT PROJECT

JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:
NORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:
R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 23

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE	YEAR
ALASKA	2011

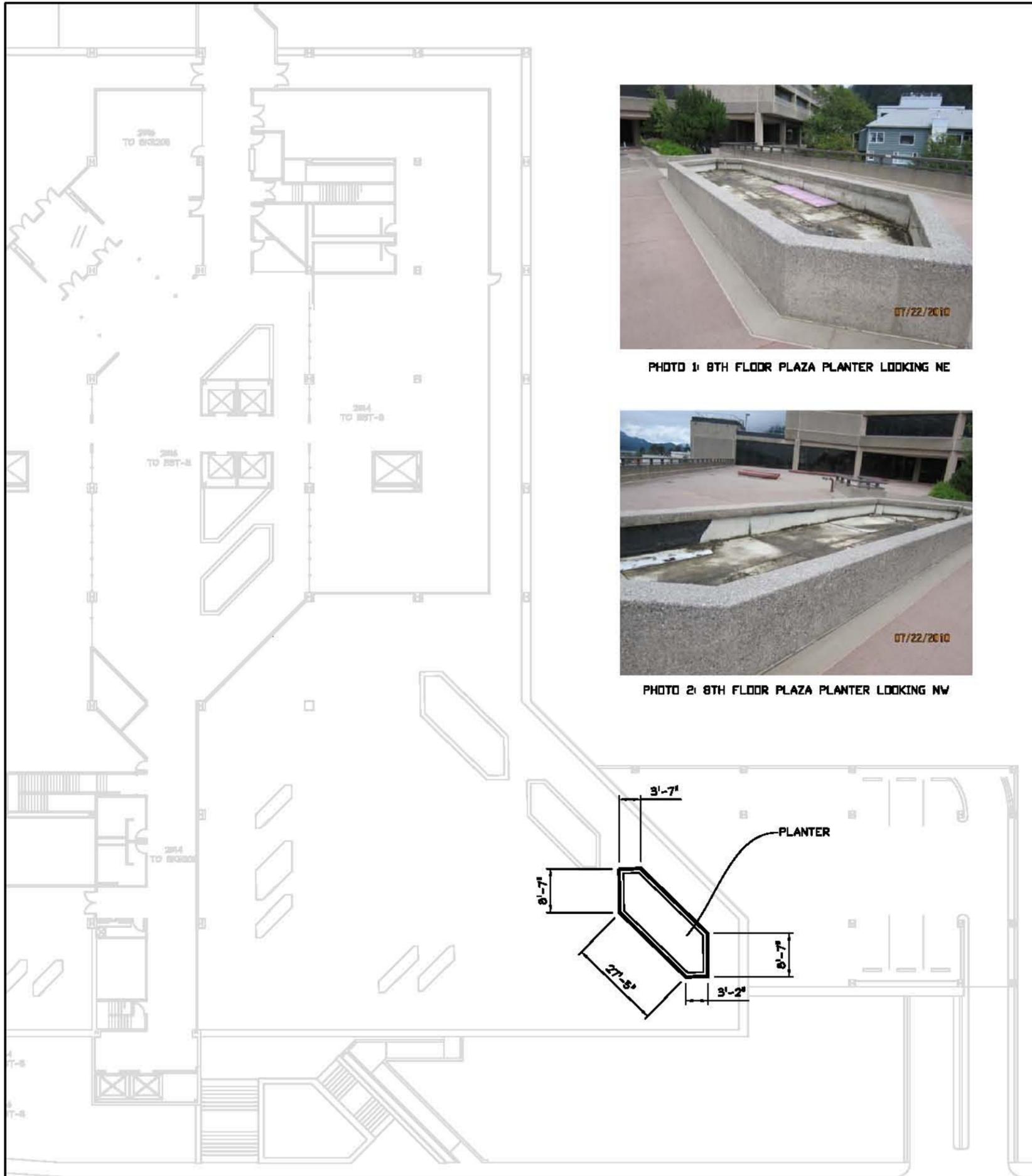
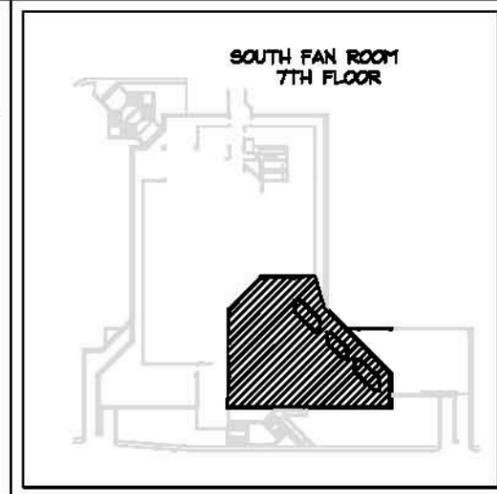


PHOTO 1: 8TH FLOOR PLAZA PLANTER LOOKING NE



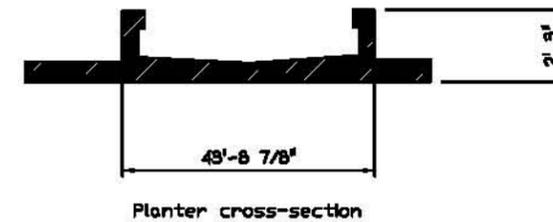
PHOTO 2: 8TH FLOOR PLAZA PLANTER LOOKING NW



NOTE:

Planter liner includes the following ACM to be ABATED.

- A. Black fibrous asphaltic material - 50 % chrysotile
- B. Gray cement board - 15% chrysotile



1-24-2011

ADDENDUM NUMBER

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

8TH FLOOR PLAZA PLANTER

2011 ASBESTOS ABATEMENT PROJECT
 JUNEAU STATE OFFICE BUILDING JUNEAU, ALASKA



PLANS DEVELOPED BY:

MORTECH INC.
 ENVIRONMENTAL ENGINEERING,
 HEALTH & SAFETY CONSULTANTS
 4402 THANE RD. JUNEAU, ALASKA
 907-586-6813

IN ASSOCIATION WITH:

R&M CONSULTANTS, INC.

DRAWN BY: BPC APP: JMH

SHEET 24

TOTAL SHEETS 24

PROJECT DESIGNATION NUMBER

2011-0222-9963

STATE YEAR

ALASKA 2011

SECTION 02080 - ASBESTOS ABATEMENT

PART 1-GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions.
- B. Asbestos Abatement/Cleaning and Sealing Drawings.

1.2 PROJECT BACKGROUND

- A. As documented in the State Office Building's Asbestos Management Plan (AMP) and project-specific assessment (baseline sampling) efforts, historical bulk sampling in the Juneau State Office Building (SOB) has identified the following asbestos containing materials (ACM).
 - 1. Sprayed on friable fireproofing
 - 2. Gypsum wall board joint compound
 - 3. Cement Asbestos Board
 - 4. Black fibrous asphaltic material and mastics containing asbestos
- B. A 2009 project effort abated the sprayed on fireproofing on the pan decking and steel beams in the 6th and 7th floor mechanical spaces. Following abatement the spaces were visually cleaned and passed non-aggressive air sampling. Due to age, as well as air and vibration exposure of remaining asbestos containing fireproofing (ACFP) located in adjacent inaccessible wall and building areas that are not sealed or enclosed, debris continues to show up in the previously abated mechanical spaces. Spray foam, (SF) not rated for fire assemblies, remains in wall penetrations.
- C. Baseline sampling completed in November 2010, including bulk, air, dust wipe and carpet vacuum samples. The results are tabulated and depicted on Project Sheets 5 and 6.

1.3 PROJECT INTENT

- A. The intent of this State Office Building 2011 Asbestos Abatement Project is to complete the following, in preparation of a re-application of non-asbestos containing fireproofing (to be a contracted separately):
 - 1. ABATEMENT of any remaining ACFP accessible in the project areas

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

2. ENCLOSURE of any inaccessible ACFP to remain in adjacent wall and building spaces
3. REMOVAL of non –fire rated spray foam (SF) from penetrations and cracks in project work areas
4. CLEANING and SEALING of all penetrations in project work areas with a fire rated sealant
5. REMOVAL/REPLACEMENT of sound insulation with the same or equal in select project rooms/walls as shown on the drawings. Soundproofing to be non-hazardous and approved for the intended use and fire rating of the installation.
6. ABATE and Clean 8th Floor Outdoor Plaza Planter of asbestos containing cement asbestos board (CAB) and mastics.
7. CLEANING and ENCAPSULATION of all surfaces in project work areas.
 - a. Building project access areas are to be HEPA vacuumed, walls wet wiped, carpet's professionally cleaned using hot water extraction, and all tape residue removed.
8. PASS visual and aggressive air clearances in all project work areas

1.4 PROJECT AREAS

- A. The following project areas, as depicted in the Project Drawings, are involved with this Project:
 1. 6th Floor Mechanical Spaces North (6N)
 - a. Rooms 1- 11
 2. 6th Floor Mechanical Spaces South (6S)
 - a. Rooms 1-10
 3. 7th Floor Mechanical Spaces North (7N)
 - a. Rooms 1-10
 4. 7th Floor Mechanical Spaces South (7S)
 - a. Rooms 1-10

SECTION 02080 - ASBESTOS ABATEMENT

- | | | |
|----|---------------------------|---|
| 5. | Compactor Room | 7 th Floor |
| 6. | Envelope Room | 7 th Floor |
| 7. | Telephone/Electrical Room | 6 th and 7 th Floor |
| 8. | Fire/Signal Room | 7 th Floor |
| 9. | Outdoor Plaza Planter. | 8 th Floor |

1.5 SCOPE OF WORK

A. The Project scope of work involves the REMOVAL/ABATEMENT of Asbestos Containing Fire Proofing (ACFP) and Spray Foam (SF), REPAIR, CLEANING and SEALING of the Project Areas as follows:

1. CONTRACTOR, as provided for in their approved work plan, shall remove non-fire rated spray foam (SF) (see project photos for typical) and SEAL cracks and all walls from adjacent areas with either hand pack (non-asbestos containing) fire-proofing, gypsum board, joint tape and gypsum joint compound, sheet metal, cement, fire caulking or other fire rated materials to match the surrounding material as needed to re-establish the fire rating and stabilize all of the wall assembly.

The sealant shall be UL listed and be tested to and pass the criteria of, ASTM E-814 (UL 1479) Fire Test, tested under positive pressure. It shall comply with the requirements of the IBC, NEC (NFPA-70), and NFPA-101. Examples of products which meet this criteria are 3M Fire Barrier 2000 Silicone Sealant, Hilti FS-One Firestop sealant, Boss 810 Firestop Sealant, but a State approved equivalent may be used. Application of the fire caulking material must be carried out in accordance with the manufacturer's specifications and if applicable, must be installed by a trained professional.

2. CONTRACTOR shall abate all remaining fireproofing between the top of the partition walls and pan deck where both sides of the partition wall are located within project work areas.
3. In locations shown on project drawings CONTRACTOR shall remove gypsum wall board as far as necessary on partition walls within project work areas in order to abate remaining fireproofing on back sides of formerly inaccessible structural steel. CONTRACTOR shall reconstruct the partition wall and SEAL.

SECTION 02080 - ASBESTOS ABATEMENT

4. CONTRACTOR shall clean residual ACFP from the steel beams. Where the beams penetrate through walls, CONTRACTOR will cut back gypsum board as needed to remove ACFP from the steel beams passing through gypsum walls. After removal of the fireproofing from the beam, the gypsum board will be replaced and joints fire taped.
 - a. ACFP may become dislodged and fall into the wall cavity during removal of the initial wallboard. CONTRACTOR is not responsible to abate the wall cavity. It is assumed that the wall cavities are contaminated spaces and will remain a contaminated space at the completion of this project; however these spaces are to be enclosed and sealed by the CONTRACTOR.
 - b. CONTRACTOR will seal all penetrations and accessible openings. Fire patching is required. Repainting of any surfaces is not included. .
 - c. Project constructed ACFP enclosures shall be labeled/placarded as Asbestos containing spaces.

5. Hand cleaning of residual fire-proofing from the beams and metal pan deck interface is required a minimum width of one inch from where the beam and pan deck meet. The steel beams are rusted. Where rust is embedded with ACFP, CONTRACTOR will attempt to remove the embedded fire-proofing.
 - a. The fire-proofing will be removed from the exposed beam surfaces to the extent the rust embed fire-proofing can be removed by scraping with a standard putty knife and/or bristle brush making a minimum of four single passes over the rust area. Verification of brushing of steel beams will be completed by onsite inspection of work practices and completed work.
 - b. Overspray exists on exposed concrete walls and sometimes on other interior elements; overspray shall be abated. Similarly, the remainder of the pan decking will be hand cleaned only as necessary to satisfy final clearance inspection for re-application of sprayed on fireproofing. The quantity of overspray on the pan decking estimated to require cleaning is less than 10% of the total.
 - c. The beams and metal pan deck will then be treated with a sprayed on fire proofing compatible encapsulant to lock down any remaining fibers. Encapsulant to be submitted and approved in CONTRACTOR's submittals and be compatible with previously

SECTION 02080 - ASBESTOS ABATEMENT

applied fireproofing primer and spray on fireproofing and primer to be installed under separate contract.

6. Where walls were braced to steel beams and those braces have either become broken or been removed, CONTRACTOR will re-install new wall braces and re-plumb the walls with similar bracing.
 7. CONTRACTOR shall remove any remaining containment poly sheeting, tape, and tape residue left from the previous abatement or containment work.
 8. In fan rooms CONTRACTOR will seal the floor drain bowls to the concrete slab to prevent water leaking around the floor drain to the floor below.
 9. The cleaning inside of the ductwork, air silencers, conduit, piping, etc is not part of this proposal. CONTRACTOR will pre-clean the exterior of the ductwork, air silencers, conduit, piping etc. Insulated ductwork or piping and air silencers will be wrapped with poly sheeting for project CLEANING and SEALING efforts. After passing final aggressive air clearance sampling the protective poly sheeting will be removed and disposed of as asbestos waste. The CONTRACTOR will remove all poly sheeting used during the course of this project, and will be responsible for removing all tape and glue residue that may be associated with their use of protective poly sheeting.
 10. CONTRACTOR will clean and seal concrete floors and cracks and then encapsulate the concrete floors prior to final air clearances.
 11. All non-movable or non-cleanable surfaces and the exterior surfaces of equipment in the work areas will be pre-cleaned and protected in place with poly sheeting material. CONTRACTOR will clean and encapsulate all exposed surfaces in work area prior to final air clearance testing.
 12. CONTRACTOR will abate damaged asbestos insulated fittings within the areas up to a maximum of 20 fittings, none exceeding 3 inch pipe diameter.
- B. The project base bid shall include all material, labor, equipment and other related costs for:
1. Mobilization (including moving all materials and equipment onto the site; providing temporary construction power, wiring, and lighting facilities; developing construction water supply, providing all on-site communication facilities, arranging for approved storage areas, issuing and posting all notices, and submitting all submittals).

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

2. Erecting non-permanent asbestos control areas, erected as necessary to isolate the various abatement/cleaning and sealing areas while providing continued access by SOB maintenance and Alaska Enterprise Technology Services (ETS) staff when needed.
3. Completing all project elements as described above, in accordance with these specifications, and as described on the drawings.
4. Cleaning all spaces within the confines of the project control areas (including over-spray from spray-on fireproofing), and applying lockdown encapsulant on all project area surfaces.
5. Providing air monitoring (including all elements summarized in Asbestos Air Monitoring in DEFINITIONS below).
6. Providing all lab analysis for required monitoring,
7. Disposing of ACM and related debris in accordance with these contract documents (the solid waste facility in Juneau does not accept regulated asbestos containing material).
8. Removing the non-permanent asbestos control areas.
9. General cleanup, final clearance compliance and demobilization.

Contract Drawings illustrate the locations where the above-described WORK is necessary. CONTRACTOR is responsible for completing all required work in the designated project areas. CONTRACTOR is responsible for verifying all project quantities for the purpose of bidding.

1.6 COORDINATION AND TIMING OF ABATEMENT/CLEANING AND SEALING ACTIVITIES

Adjacent areas and floors of the building will be occupied throughout the course of the overall Project.

- A. Project and emergency contact information during and after hours, in the preferred contact order, include:
- Josh Dodson 209-5197 joshua.dodson@alaska.gov
 - Gareth Jones 321-4388 gareth.jones@alaska.gov
 - Tanci Mintz 242-1044 tanci.mintz@alaska.gov

SECTION 02080 - ASBESTOS ABATEMENT

General project recommendations, inquiries and concerns by non-project personnel will be reported to the SOB call center 465-5689 (doa.dgs.facilities.callcenter@alaska.gov)

- B. The OWNER will hook up CONTRACTOR's temporary panel board cord to a 50 amp power supply for each fan room. CONTRACTOR may use existing standard 110v electrical outlets in the area at no charge in addition to the temporary panel board. The CONTRACTOR is responsible for all other costs to develop power for his use.
- C. The OWNER will provide space for a 20 foot connex and a 20 foot box van truck at the building. This space will be located within the north parking lot of the adjacent State Archive Building. Electricity and water will not be available at this location. The CONTRACTOR must provide their own secure, lockable portable toilets to be placed on this location. The OWNER will not provide the CONTRACTOR office space or a breakroom within the State Office Building.
 - 1. The CONTRACTOR will have access to the 7th floor loading dock, but will not be able to stage a container at that location. Waste load out can occur at night. Waste staging will not occur at the loading dock during work hours of 8:00-4:30PM.
 - 2. 7th Floor corridor and a single elevator to 6th floor and 6th floor corridor will be the CONTRACTOR's access to the Project Areas on the 6th and 7th floor. As provided for in the approved work plan the CONTRACTOR is responsible for protection of these areas and shall clean them upon completion of project work
- D. Due to high traffic during the normal work day the Compactor, Envelope, Tele/Electrics, and the Fire/Signal Room will be weekend work only
- E. The State of Alaska Enterprises Technology Services has a computer room in the 6th floor North Mechanical Space, accessed through room 6N1. This room has to be available to the ETS technicians 24 hours a day seven days a week. CONTRACTOR's Work Plan is to provide details how this 24/7 access is to be provided and maintained throughout project efforts.
- F. The OWNER will shut down and restart all mechanical and electrical equipment.
- G. The OWNER will provide temporary HVAC service to areas affected by shutdown. CONTRACTOR will provide up to 18 each additional 1750 CFM portable negative air fans in excellent working condition.
- H. OWNER will be responsible for moving stored materials from project areas prior to CONTRACTOR arrival.

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

- I. The building's sprinkler system will remain operational and energized.
- J. Supply/Exhaust for containment and fresh air required by the CONTRACTOR will be provided by the existing building's exhaust/supply openings located on the 6th and 7th floor mechanical spaces (Rooms 6S9, 6N9, 6N11, 7S9, 7N9, 7N1) and 7th Floor loading dock, as depicted on the drawings. No exhausting of air will be permitted inside the building.
 - 1. CONTRACTOR's Work Plan shall provide exhaust/supply air intakes and provisions for public areas and avoiding re-entrainment.
 - 2. The OWNER requires a minimum 4 feet clear corridor width for building occupants.
- K. The following mechanical spaces and associated floor mounted louvers serving multiple mechanical zones involving the building's supply/exhaust openings must remain operational during the standard work week. Thus, project efforts in the following rooms must be completed when the corresponding fans are shut off (5 PM each evening to 6 AM the following morning and weekends). It is the CONTRACTOR's responsibility to develop a project schedule and coordinate the work accordingly.
 - 1. 7th Floor North (7N) Rooms 9 and 1
 - 2. 7th Floor South (7S) Rooms 9
 - 3. 6th Floor North (6N) Rooms 9 and 11
 - 4. 6th Floor South (6S) Room 9

Additional rooms may require restricted and/or weekend work periods as determined by the CONTRACTOR's approved Work Plan
- L. The OWNER will be responsible for removing all filters in each fan room prior to and following the CONTRACTOR's work.
- M. CONTRACTOR is responsible for all regulatory notifications including Alaska Dept of Labor and EPA NESHAPS notification. The OWNER is responsible for notification of the abatement activities to all occupants, tenants and other contractors in the building as required. The OWNER will provide the CONTRACTOR copies.
- N. Mechanical spaces 6N, 6S, 7N, and 7S each provide heating, cooling, and ventilation for approximately one quarter of the building. During normal building operations, all fan rooms shut down daily at 5PM and start again the following

SECTION 02080 - ASBESTOS ABATEMENT

morning at 6AM. In addition, during normal operation all fan rooms shut down at 5PM on Fridays and start again at 6AM the following Monday.

- O. The OWNER will provide access to temporary power and to cold water for direct Project use. In areas 6N, 6S, 7N, and 7S, the OWNER will allow access to the 480 volt, 3 phase feeders that serve the fan in each mechanical space. The CONTRACTOR is responsible for all costs and effort required to develop utilities for his or her use. Close coordination with OWNER is essential.
- P. Except as described in paragraphs above, electrical and mechanical systems shall remain normally functional, and shall be protected from contamination and damage during the abatement/cleaning and sealing WORK.
- Q. The OWNER shall be allowed access to electrical, communications, controls, and mechanical systems as necessary throughout all abatement/cleaning and sealing work to ensure their operational continuity.
- R. Security to the site shall be maintained for the duration of the Project. It will be the responsibility of the CONTRACTOR to coordinate with other trades to sequence the WORK.

1.7 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

The publications listed below form a part of the specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- 1. 29 CFR Part 1910 Occupational Safety and Health Standards - General Industry
- 2. 29 CFR Part 1926 Occupational Safety and Health Standards for Construction
- 3. 40 CFR Part 763 EPA Asbestos Containing Materials in Schools
- 4. 40 CFR Part 61 EPA Asbestos NESHAPS
- 5. 40 CFR 241 Guidelines for Land Disposal of Solid Wastes
- 6. 8 AAC 61.600 -.790 Alaska Asbestos Abatement Certification
- 7. Alaska Dept of Labor Construction Code:
 - a. Subchapter 05.045 (as amend 11/27/91) Const Code Asbestos
 - b. Subchapter 15.0101 – Hazard Communication
- 8. ANSI 788.2 (1992) Practices for Respiratory Protection

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

9. US EPA Publication 560/5-85-024: Guidance for Controlling Asbestos Containing Materials in Buildings.

1.8 MEDICAL REQUIREMENTS

- A. The CONTRACTOR shall institute a medical surveillance program for all employees who, for a combined total of 30 or more days per year are engaged in Class I, II, and III asbestos work or are exposed at or above the permissible exposure limit or excursion limit, and for employees who wear negative pressure respirators in accordance with 29 CFR 1926.1101.

1.9 TRAINING

- A. All employees of the CONTRACTOR who are required to remove, encapsulate, or enclose asbestos or to transport or dispose of asbestos shall be certified asbestos workers as required by the State of Alaska Department of Labor in accordance with 8 AAC 61.600 -.790. All workers shall have had asbestos training in accordance with 29 CFR 1926.1101 (k) within the last 12 months.

1.10 PERMITS, LICENSES, AND NOTIFICATIONS

- A. The CONTRACTOR shall secure necessary permits for asbestos removal, transport and disposal, and shall provide timely notification of such actions as may be required by federal, state, and local authorities. The driver of the waste disposal vehicle shall have a commercial driver's license and hazardous material endorsement. CONTRACTOR's daily report will be provided daily to the OWNER's representative within 24 hours of the end of the shift it covers. Upon completion of the Project the CONTRACTOR will prepare and provide a final project closeout summary report to include but not limited to:
 1. Daily logs including: the names, entry and exit dates and times, duties performed, and protective equipment worn by each individual during their time within the asbestos control area, covering all personnel, (including inspectors, monitoring personnel and visitors) entering each asbestos control area. This information is normally provided in the form of fully legible copies of the entry/exit control log for the control area. Each day's listing should also include a summary of the WORK performed (quantity, type, location, etc.).
 2. Copies of all work area final inspections.
 3. A continuous 24-hour daily log of negative air pressure actually maintained inside the enclosure(s) in each area.
 4. A summary of air sampling results on a chronological basis.

SECTION 02080 - ASBESTOS ABATEMENT

5. Copies of all laboratory results and chain of custody documents.
6. A summary of each problem, incident, contingency, and emergency that occurred, and the actions taken to resolve the situation.
7. A copy of all shipping manifests that document disposal of all ACM at an approved solid waste facility.

1.11 SAFETY COMPLIANCE

- A. The safety and protection of the CONTRACTOR's employees, sub-contractor's employees, OWNER's employees, the facility, and the public on site is the sole responsibility of the CONTRACTOR. The CONTRACTOR shall comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, disposing of hazardous materials, and all other construction activities. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work.
 1. The CONTRACTOR shall continually assess worksite hazards which may affect the safety or health of all personnel on site and assure that appropriate engineering controls, work practices and personal protective equipment are applied to protect all personnel from identified hazards. The CONTRACTOR shall assure that all site personnel are aware of the site hazards and of the associated protective controls, practices and equipment.
 2. The CONTRACTOR shall conform to the requirements of 29 CFR 1926.1101 (Asbestos Construction Standard), 40 CFR 763 Subpart E (EPA AHERA), 40 CFR 61 (Asbestos NESHAPS), and 8 AAC 61 (Alaska Asbestos Worker Certification).
 3. The CONTRACTOR shall have a written Respiratory Protection Program as required by 29 CFR 1910.134.
 4. The CONTRACTOR shall have a written Hazard Communication Program as required by 29 CFR 1910.1200.
 5. The CONTRACTOR shall have on the job site at all times the MSDS for all chemicals used or stored on the premises for the specific use on this project.
 6. The CONTRACTOR shall have a written Accident Prevention Plan, an on-site first-aid kit, and the foreman (Competent Person) shall have a current certificate in first-aid training, as required by 29 CFR 1926.20 through 1926.32.

SECTION 02080 - ASBESTOS ABATEMENT

7. On-site Observation: The OWNER's Representative, OWNER's Inspector, or state or federal agencies may make unannounced visits to the site during asbestos work. The CONTRACTOR shall make two complete sets of clean, protective clothing and respirators available for such visitor use.
8. The CONTRACTOR is responsible for personal exposure assessment air monitoring in accordance with 29 CFR 1926.1101. Personal exposure air monitoring shall be performed by the CONTRACTOR's IH under the supervision of the Contractor's CIH.
9. The OWNER's Representative, under contract to the OWNER, will conduct aggressive clearance air monitoring. The cost of all clearance air monitoring for each asbestos control area will be borne by the OWNER. As provided for in the section on clearance monitoring, the CONTRACTOR shall be responsible for the cost of repeat air monitoring if the initial clearance air monitoring does not indicate that the asbestos control area meets the clearance standard.
10. Negative Exposure Assessments: Negative exposure assessments for this project, if proposed by the CONTRACTOR, shall be made in writing by the CONTRACTOR's IH and in compliance with the CONTRACTOR's Asbestos Abatement/Cleaning and Sealing Workplan. Monitoring of negative exposures for this project shall be verified by the OWNER's Representative.

1.12 DEFINITIONS

Abandonment: Leaving in place existing asbestos materials. An example is leaving pipes inside walls when new piping is to be routed differently. Complete documentation must be made of the exact location and condition of the asbestos before abandonment, including the type and method of use of any encapsulant. The CONTRACTOR shall label the ACM and/or post a sign.

Abatement: Removal of asbestos containing building materials and dusts in accordance with Federal, State and Local requirements.

Accessible: Areas that can be entered or reached physically for the purposes of manual abatement of sprayed on ACFP . See Inaccessible.

ACM: See Asbestos Containing Material (ACM).

Action Level: See Exposure Standards.

Aggressive Conditions: Required technique to prepare an area that has passed visual inspection for clearance sampling. Before starting the sampling pumps, the exhaust from

SECTION 02080 - ASBESTOS ABATEMENT

forced air equipment (such as a 1 horsepower leaf blower) shall be directed against all walls, ceilings, floors, ledges and other surfaces in the room. This effort shall take at least 5 minutes per 1,000 square feet of floor. Next, a 20-inch fan shall be placed in the center of the space (one such fan shall be employed for every 10,000 cubic feet of room volume), directed towards the ceiling, and set to run on slow speed. Once the fans are set up and operational, the sampling pumps shall be started and run for the required time. Once sampling is complete all 20-inch fans shall be secured.

Amended Water: Water containing a wetting agent specifically designated by the manufacturer for the wetting of asbestos.

Approved Laboratory: An independent laboratory properly staffed and equipped for the collection and analysis of asbestos bulk and/or air samples, and who maintains demonstrable satisfactory performance from all technicians involved in the performance of these analyses. For air samples, participation and a documented record of satisfactory performance in either the NIOSH Proficiency Analytical Testing (PAT) program, equivalent American Industrial Hygiene Association (AIHA) program, or an equivalent inter-laboratory testing protocol in accordance with 29 CFR 1926.1101, Appendix A is required. The lab must be capable of performing both phase contrast illumination microscopy, and transmission electron microscopy, and be capable of the required short turn around times. For bulk analysis, participation in and maintenance of a satisfactory record with the bulk asbestos analysis program with the Research Triangle Park, NC 27709-2194, (919) 541- 6000, is required. If any participation in any equivalent program is proposed to meet this requirement, the details of the program, documentation of satisfactory performance, and name, address and telephone number of the operator of the program must be submitted as part of the Asbestos Work Plan for approval (see Paragraph 1.6 A below).

Area Monitoring: See Asbestos Air Monitoring.

Asbestos: A class of six naturally occurring fibrous hydrous mineral silicates. Minerals included in this group are chrysotile, crocidolite, amosite and the fibrous forms of anthophyllite, tremolite and actinolite.

Asbestos Air Monitoring: An approved air monitoring plan is required if air monitoring is part of the abatement work. To be approved such a plan must include the following elements:

1. **Area Monitoring:** Sampling for airborne concentrations of asbestos fibers within the existing or planned asbestos control area that is representative of the fiber levels that may reach the worker's breathing zone. Area pumps drawing 10 liters per minute through the filter cassette are used for area monitoring and should pull at least 1,200 liters of air for each sample.

SECTION 02080 - ASBESTOS ABATEMENT

2. **Environmental Monitoring:** Sampling for airborne concentrations of asbestos fibers outside the asbestos control area to assure that no asbestos fibers are escaping the enclosure, and that personnel outside the control area are not being exposed. Where a sealed area is not used, such as during exterior siding removal, this will refer to sampling conducted at the perimeter of the control area to assure that a sufficient buffer zone around the work in progress has been established, and that personnel outside this zone are not being exposed. Area pumps drawing 10 liters per minute through the filter cassette are used for environmental monitoring and should pull at least 1,200 liters of air for each sample.
3. **Baseline (Background) Monitoring:** Sampling conducted to determine the initial level of airborne asbestos fibers present prior to the start of asbestos work. Area pumps drawing at least one and less than ten liters per minute through the filter cassette are used for this monitoring and should pull at least 1,200 liters of air for each sample. This sampling can be subdivided into three parts:
4. **Natural Background Sampling:** Sampling conducted outside the structure where the work will be accomplished to determine the naturally occurring fiber levels present in that locale. When results indicate that this level may reach or exceed 0.01 f/cc, a minimum of 5 consecutive days of sampling will be used to establish an arithmetic average. This average will be used as the background level.
5. **Environmental Background Sampling:** Sampling conducted to determine the background fiber levels within a structure, but outside the planned asbestos work area. This sampling is accomplished to ascertain the normal background fiber level within these areas of the structure. Special care must be taken during this sampling to minimize sample contamination by non-asbestos fibers, such as from cloth, paper and carpet.
6. **WORK Area Background Sampling:** Sampling conducted in the area where asbestos WORK is planned, normally used to determine the level of personal and other protective measures required by personnel preparing the area for asbestos work and to establish the level of contamination present prior to the beginning of asbestos operations.
7. **Initial Exposure Assessment Monitoring:** Sampling conducted by a “competent person” immediately before or at the initiation of the operation to ascertain the expected exposures during that operation. Initial Exposure Assessment Monitoring must be completed in time to allow compliance with requirements which are triggered by exposure data or the lack of a “negative exposure assessment”, and to provide information

SECTION 02080 - ASBESTOS ABATEMENT

necessary to assure that all control systems planned are appropriate for the operation and will function properly. Until Initial Exposure Assessment Monitoring confirms that employees on the job will not be exposed in excess of the Permissible Exposure Level (PEL), or a “negative exposure assessment” for non-friable asbestos has been accepted, it shall be assumed that employees are exposed in excess of the Time Weighted Average (TWA) and excursion limit.

8. **Negative Exposure Assessment:** For any one specific asbestos job involving non-friable material which will be performed by trained employees, it may be demonstrated that employee exposures will be below the PEL by data which conform to the following criteria. Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the TWA and excursion limit under those WORK conditions having the greatest potential for releasing asbestos.

Where the employer has monitored prior asbestos jobs for the PEL and the excursion limit within 12 months of the current or projected job, the monitoring and analyses were performed in compliance with the asbestos standard in effect; and the data were obtained during work operations conducted workplace **conditions “closely resembling”** the processes, type of material, control methods, WORK practices, and environmental conditions in the current operations, the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and which will prevail in the current workplace there is a high degree of certainty that employee exposures will not exceed the TWA and excursion limit.

The results of initial exposure monitoring of the current job made from breathing zone air samples that are representative of the 8-hour TWA and 30 minute short-term exposures of each employee covering operations that are most likely during the performance of the entire asbestos job to result in exposures over the PEL.

9. **Clearance Monitoring:** Sampling occurring at the completion of the asbestos work or at the completion of a specific phase of asbestos WORK, prior to removing the enclosure. It is accomplished to prove that the clean-up activities have been effective, and that remaining fiber levels both inside and outside the enclosure comply with airborne fiber concentrations defined in “Clearance Levels” below. Clearance sampling is normally accomplished in the same locations and by the same methods as the baseline monitoring, and is done using aggressive conditions (see

SECTION 02080 - ASBESTOS ABATEMENT

“Aggressive Conditions” above). Transmission Electron Microscopy (TEM) analysis is required for clearance monitoring inside schools and sometimes for inside public buildings to assure that the area is truly safe for reoccupancy. For public buildings the requirement for TEM analysis can be waived in favor of Phase Contrast Illumination Microscopy (PCM) at the OWNER’s option. See PART 3-EXECUTION, MONITORING for project specific requirements.

10. **Personal Monitoring:** Sampling for asbestos fiber concentrations at the breathing zone of a worker, used to document individual exposures, and, in conjunction with the WORK area sampling, to determine the required degree of personal and respiratory protection. A minimum of two samples shall be collected per eight-hour shift at a flow rate of 0.5 to 2.5 liters per minute. At least 25% of the workers doing a particular job shall be sampled each eight-hour shift. See Exposure Standards for more information.

Asbestos Containing Material (ACM): Material composed of asbestos of any type, and in any amount equal to or greater than 1 percent by weight, either alone or mixed with other fibrous or non-fibrous materials.

Asbestos Control Area: An area where operations involving asbestos are performed which is isolated by physical barriers designed to prevent the spread of asbestos dust, fibers, and debris, and to prevent or deter the entry or unauthorized and unprotected personnel. For areas where isolation is not feasible, it will be an area that is physically demarcated, e.g., bounded by a physical barrier such as a rope, barricade, etc., separating the known "clean" zone from the asbestos WORK area and buffer zone.

Asbestos Fibers: This expression refers to a particular form of asbestos, fibrous tremolite, anthophyllite, or actinolite having a length to diameter aspect ratio of 3:1 or greater, and an overall length of 5.0 micrometers or longer. Where specialized analytical techniques, such as electron microscopy, are utilized for analysis, this shall refer to the number of fibers considered to equate to a specific weight of asbestos.

Asbestos Survey: A detailed survey accomplished by specially trained, experienced technicians of a specific area to determine the presence, absence, condition, and amount of asbestos and asbestos contamination present in that area.

Asbestos Workers' Personal Hygiene Area: A dedicated area containing shower(s), change room and, if required, toilet facilities where personnel working with asbestos (where a control area is not established) can change into protective clothing, and can disrobe, shower, and change into clean clothing without danger of transferring contamination to themselves or others.

Baseline Monitoring: See Asbestos Air Monitoring.

SECTION 02080 - ASBESTOS ABATEMENT

Bulk Sampling and Analysis: Representative samples taken from materials suspected to contain asbestos, analyzed by an approved laboratory using polarized light microscopy (PLM). When specialized methodology, such as electron microscopy is required, collection and analysis shall be in accordance with the recommendations of the laboratory providing the analysis, and the result expressed as both mass per unit volume and percent by weight shall be given.

Certified Industrial Hygienist (CIH): An Industrial Hygienist who is certified by the American Board of Industrial Hygiene as an Industrial Hygienist in comprehensive practice. For this project, the CIH is also required to have at a minimum current AHERA certification as an Asbestos Building Inspector and Project Designer. The project CIH shall review and approve the CONTRACTOR's Work Plan and be retained by the CONTRACTOR.

Competent Person (CP): A person who is capable and trained in identifying existing and predictable hazards, asbestos and hazardous materials in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them. In addition, the Competent Person shall be capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32 (f). For Class I and Class II asbestos work the Competent Person shall be specially trained in accordance with EPA's Model Accreditation Plan (40 CFR Part 763) for supervisor, or its equivalent. At a minimum the CP shall also have completed the 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) and Supervisor training courses (29 CFR 1910.120). The competent person shall maintain a current certificate as an Alaska Asbestos Abatement Worker. The CP shall have demonstrable qualifications and experience with construction safety and health hazards, engineering controls, safe work practices and personal protective equipment, and must be present at all times during demolition and/or hazardous material abatement efforts.

Clean: As used in these documents, "clean" means that the surface in question is free of visible asbestos, to the point where no physical sample can be collected for analysis. Beam and pan deck will be in satisfactory condition if they are free of dirt, oil, and grease, release agents, rolling compounds, mill scale, loose scale, incompatible paints, encapsulants, or other foreign substances capable of impairing bond of fire resistive material with substrates under conditions of normal use or fire exposure.

Clean Room: An uncontaminated room having facilities for storage of employees' street clothing, uncontaminated materials and equipment.

Clearance Levels: The maximum fiber levels present after completion of the asbestos WORK, or a given phase of WORK, sampled during initial or final clearance monitoring. This level shall be the lower of the baseline WORK area monitoring value for the location, or less than 0.01 fibers/cc, whichever is lower. In the special case where the

SECTION 02080 - ASBESTOS ABATEMENT

naturally occurring outdoor background levels outside the structure are greater than or equal to 0.01 f/cc, averaged arithmetically over a minimum 5-day period, the clearance level shall be the interior WORK area background level prior to the start of CONTRACTOR work, or less than or equal to the average natural background level, wherever is lower.

Clearance Monitoring: See Asbestos Air Monitoring.

Competent Person: An individual experienced in the abatement and control of asbestos who has received specialized additional training in the supervision and management of asbestos abatement projects. This individual is the full-time on-site manager responsible for ensuring that all safety, health and environmental protection requirements are met, that approved operational methods are followed, and that all personnel on the site comply with these requirements. Specialized training must include an EPA recognized course in the management of asbestos abatement projects. The Competent Person shall report to the Industrial Hygienist.

Containment: See Enclosure.

Decontamination Area: An enclosed area adjacent and connected to a sealed asbestos control area and consisting of an equipment room, shower area, and clean room used for the decontamination of workers, materials and equipment. This also forms the only authorized entry and exit for the control area, except as required in Equipment Decontamination Area below.

Encapsulant: A liquid material which can be applied to ACM which reduces the potential for release of asbestos fibers from a material, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Encapsulate: The process whereby an encapsulant is applied to ACM to seal in or bind together the individual asbestos fibers, thereby reducing the potential for the release of these fibers.

Enclosure: Construction of a sealed, permanent structure around asbestos. Construction shall meet fire rating of assembly modified. Complete documentation must be made of the exact location and condition of the asbestos before the enclosure is finished, including the type and method of use of any encapsulant and sealant. Enclosures of ACFP to remain shall be labeled and/or placarded.

Equipment Decontamination Area: When used, a separate area designed similarly to the personnel decontamination area, but on a large scale. Used to decontaminate large items, or for the purpose of a separate exit for asbestos waste removal where the normal means of egress is not effective (such as the removal of long pieces of pipe from the basement of a structure).

SECTION 02080 - ASBESTOS ABATEMENT

Equipment Room (Change Room): A room located within the decontamination area that is supplied with impermeable bags or receptacles for the disposal or storage of contaminated protective clothing and equipment, and lockers for the storage and contaminated tools and work shoes.

Exposure Standards:

A. Workers:

1. **Action Level:** An action level concept shall be used by the abatement Subcontractor to ensure that no personnel are exposed to airborne concentrations of asbestos, actinolite, anthophyllite, or tremolite fibers, or a combination of these mineral fibers, equaling or exceeding 0.1 fibers per cubic centimeter (0.1 f/cc) expressed as an 8-hour time weighted average (TWA) without placement on a medical monitoring program for asbestos. Personnel exposed at or above this level must be provided proper training in the removal of asbestos containing materials, and must be provided proper personal protective equipment.
2. **Excursion Limit (EL):** An airborne concentration of asbestos of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of 30 minutes.
3. **Permissible Exposure Level (PEL):** The abatement Subcontractor shall ensure that no employee is exposed to an airborne concentration of asbestos, actinolite, anthophyllite, or tremolite fibers, or a combination of these mineral fibers, exceeding 0.1 fibers per cubic centimeter (0.1 f/cc) expressed as an 8-hour time weighted average (TWA) as defined by the NIOSH sampling and analytical method 7400. (Reference 29 CFR 1926.1101, Appendix A.)

B. Non-Workers:

1. Personnel who are not asbestos workers as defined by OSHA and this Specification shall not be exposed to levels of asbestos fibers exceeding the EPA clearance level criteria of 0.01 f/cc.

Industrial Hygienist (IH): The State of Alaska AS 45.50.477 (A)-(C), requires an IH to be a person who has earned a baccalaureate or graduate degree in industrial hygiene, biology, chemistry, engineering, physics, or closely related physical or biological science from an accredited university and has acquired competence in industrial hygiene through special studies or work experience sufficient to provide the ability to anticipate and recognize the environmental factors and stresses associated with work and work operations and understand their effects on people and their well being; evaluate on the basis of training and demonstrated work experience and with the aid of quantitative measurement techniques the magnitude of their ability to impair human health and well

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

being; and prescribe methods to prevent, eliminate, control, or reduce the factor and stresses necessary to alleviate their effects. For this project the IH shall be retained by the Contractor in accordance this definition and is also required to have at a minimum:

1. Alaska Asbestos Abatement Worker Certification.
2. AHERA Building Inspector Certification

Fibers: All fibers, regardless of composition, as determined by analysis in accordance with the method described in 29 CFR 1926.1101, Appendix A. When specialized methodology, such as electron microscopy is required, collection and analysis shall be in accordance with the recommendations of the laboratory providing the analysis, and the equivalent fiber level, expressed in both mass per unit volume and fibers per cubic

Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non planar surfaces not isolated inside an enclosure. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of 6-mil transparent polyethylene or polyvinyl chloride plastic), two inward projecting long sleeve gloves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. All workers who are permitted to use the glovebag technique must be highly trained, experienced and skilled in this method.

HEPA Filter Equipment: High Efficiency Particulate Air (HEPA) filtered vacuuming, local exhaust, or respiratory protective equipment equipped with specialized filters capable of collecting and retaining asbestos fibers. Filters must be of 99.97 percent or greater efficiency at collection of 0.3-micron diameter particles. Filters must be factory tested and certified as meeting this filtration requirement.

Inaccessible: Areas out of the project areas or areas within the project areas that are not accessible. See accessible

Industrial Hygienist: An individual certified by the American Board of Industrial Hygiene, and having significant prior experience in managing and evaluating the health and safety aspects on asbestos projects of similar nature and scope to ensure capability of performing asbestos WORK in a satisfactory manner. Prior project similarities shall be in areas related to material composition, project size, number of employees, and in the engineering, WORK practice, environmental, and personal protection control required. An equivalent individual, such as a Licensed Professional Safety Engineer, Certified Safety Professional, and other qualified person with a minimum of 5 years of experience in industrial hygiene, including extensive experience in the management and evaluation of health and safety aspects of asbestos abatement, may substitute for the Certified Industrial Hygienist, subject to approval by the OWNER. The Industrial Hygienist shall

SECTION 02080 - ASBESTOS ABATEMENT

be responsible for all monitoring, training and asbestos WORK, for ensuring that all safety and health requirements prescribed by State and Federal regulations, as well as these specifications, are compiled with, and for ensuring that the competent person performs all assigned duties in accordance with this specification and applicable Federal and State regulations.

Initial Exposure Assessment Monitoring: See Asbestos Air Monitoring.

Lockdown Sealant: A spray-on liquid-type sealant applied to surfaces from which ACM has been removed. It is applied after final cleaning and visual inspection has occurred, but prior to initial clearance sampling. Its purpose is to control and minimize the amount of airborne asbestos fiber generation that might result from any residual ACM debris on the substrate. All lockdown sealant shall be acrylic copolymer blend that forms a durable non-combustible barrier that when cured becomes fully compatible and an excellent primer for spray back insulation and water based architectural coatings.

Lower Limit of Detection (LLD): The smallest quantifiable amount of a substance, or number of fibers, present in a given sample that can be determined accurately by the sampling and analysis methods in use. A LLD is normally specified to represent a 95% confidence level. All samples taken for baseline, background, environmental or clearance sampling shall have an LLD of 0.01 f/cc or less. Samples taken for bulk analysis shall have an LLD of less than 0.1 percent by weight of the sample of homogeneous samples.

Negative Exposure Assessment: See Asbestos Air Monitoring.

Negative Pressure: A minimum of minus 0.02 inches of water pressure (negative pressure) differential between the asbestos control area and all adjacent areas, at a minimum flow rate of four air changes per hour at all points within the asbestos control area. See PART 3-EXECUTION; SAFETY AND HEALTH COMPLIANCE; Vacuums and local exhaust systems for additional information.

Permissible Exposure Level (PEL): See Exposure Standards.

Personal Monitoring: See Asbestos Air Monitoring.

Phase Contrast Illumination Microscopy (PCM): An analytical method for counting fibers in air sampling filters.

Polarized Light Microscopy (PLM): An analytical method for determining asbestos content in bulk samples.

Seal: Tight closure that prevents to entrance or escape of e.g. air, water or fire. SEAL cracks and all walls from adjacent areas with either hand pack (non-asbestos containing) fire-proofing, gypsum board, joint tape and gypsum joint compound, sheet metal, cement,

SECTION 02080 - ASBESTOS ABATEMENT

fire caulking or other fire rated materials to match the surrounding material as needed to re-establish the fire rating of the wall assembly.

Time Weighted Average (TWA): The TWA is an average of the airborne concentration of asbestos fibers, expressed as the number of fibers per cubic centimeter (f/cc) of air, measured and calculated for a minimum of 8 hours, and taken into account the relative proportions of time exposed when averaging different exposure levels.

Transmission Electron Microscopy (TEM): A procedure whereby an electron beam is scanned through a specially prepared air-sampling filter. The beam diffraction pattern is then analyzed by computer, which differentiates between the patterns of asbestos and the non-asbestos materials, and quantifies the mass of the asbestos present on the filter. This mass can then be referenced to an equivalent number of fibers per cubic centimeter. By far the most sensitive and specific test for airborne asbestos, it is expensive and results cannot normally be provided for several days. Used for detection of extremely low levels, or when suspected non-asbestos fibers are believed to be interfering with the accuracy or readability of normal sampling methods. TEM clearance sampling, done in accordance with methods set forth in 40 CFR 760, Subpart E, is required by regulation for all projects inside school buildings. TEM clearance sampling is optional (at the OWNER's discretion) for all projects not in school buildings.

1.13 PRE-WORK SUBMITTALS

Six copies of the Pre-WORK Submittal shall be submitted. The following items shall be included and submitted as a complete package in a three ring binder complete with index and divider tabs. Modify as necessary to obtain approval by the OWNER five working days prior to any work on the project. The CONTRACTOR shall perform its WORK in compliance with the approved Pre-WORK Submittal:

- A. Asbestos WORK Plan: Prepare a detailed plain language plan covering the WORK procedures to be used during each and all operations involving asbestos. Annotated building plans or site plans no larger than 11 inches by 17 inches shall be included to detail locations for asbestos control areas, monitoring locations, access and disposal routes, and other activities where needed. The plan shall be reviewed and approved the CONTRACTOR's CIH and include as a minimum the following elements:
1. Estimated electrical load requirements for each abatement/cleaning and sealing area (for successful planning of temporary power).
 2. Location and construction of each asbestos control area. This is to include work practices to be followed and the locations of access/egress, equipment/waste load in/out, supply/exhaust air pathways and provisions for intake exhaust in public areas and re-entrainment.

SECTION 02080 - ASBESTOS ABATEMENT

3. Sequencing of asbestos WORK to include phasing sequences if the WORK is to be accomplished in separate sections or phases. This item shall include a timeline for completing the WORK.
4. Storage, Transport and Disposal plans for Asbestos Waste.
5. A contingency plan for potential emergencies/accidents/incidents covering, but not limited to:
 - Medical emergencies/accidents inside the control area.
 - Violation of the control area.
 - Spills and flooding inside the control area.
 - Spills and flooding outside the control area.
 - Fire inside and outside the control area.
 - Loss of power.
 - Loss of negative pressure in the controlled area.
 - Discovery that fiber levels inside or outside the control area have exceeded prescribed limits.
 - Water intrusion from the abatement/cleaning and sealing area into occupied areas of the building.
 - Spills during transport or disposal.
6. A notification listing of personnel and organizations to be contacted by the CONTRACTOR in the event of an incident, emergency or contingency.
7. The 24-hour contact point for the CONTRACTOR and the designated "competent person" to contact in case of an on-site problem. Response time to the site shall not exceed 1 hour from the time of the notification.
8. Notifications: Copies of EPA and OSHA notifications submitted prior to WORK.
9. Competent Person: Submit the name(s) proposed, address(es), telephone number(s) and complete documentation of each individual's qualifications proving their qualifications meet the requirements described in DEFINITIONS above and PART 3-EXECUTION below.
10. Industrial Hygienist: Submit the name, address and telephone number of the Industrial Hygienist selected to prepare the asbestos WORK plan, and direct monitoring and training. Include documentation proving the person's qualification meet the requirements described in DEFINITIONS above and PART 3-EXECUTION below.
11. Testing Laboratory: Submit the name, address, telephone number and qualifications of the independent testing laboratory selected to perform the monitoring, testing and reporting of airborne asbestos fibers. Include

SECTION 02080 - ASBESTOS ABATEMENT

documentation certifying that all technicians performing the analysis have been judged proficient by successful participation within the last year in the NIOSH PAT program or the equivalent AIHA program, or an equivalent inter-laboratory testing program.

12. Training: Submit certificates signed by each employee and the Industrial Hygienist that each employee has received the training required by 29 CFR 1910.1001, 29 CFR 1926.1101, and appropriate State of Alaska Regulations and this specification. Include proof that each employee is certified as an asbestos worker in the State of Alaska in accordance with current state regulations.
 13. Protective Equipment and Protective Method Plans: Details of planned personnel protective equipment requirements and protective methods, including respirators as will be required for each specific type of operation or condition. Include supporting justification when alternate (e.g., less than the maximum specified) protection is proposed.
 14. Manufacturer's Data: Provide complete manufacturer's information, including maintenance and usage instructions, on all specialized equipment to be used for asbestos WORK, including, but not limited to:
 - a. Sealants, adhesives, and foams.
 - b. Lockdown encapsulant.
 - c. Local Exhaust Equipment.
 - d. Vacuum Equipment.
 - e. Respirators.
 - f. Decontamination Units (including a provision to filter any discharge from the unit).
 15. Material Safety Data Sheets (MSDS): Provide copies of the MSDS for each chemical, adhesive, sealant, foam, glue, encapsulant, additive for creation of the amended water, and paints to be utilized, as well as any other material requiring this reporting in accordance with Federal Standard 313B. This requirement is in addition to the requirement for submittal of material data sheets specified elsewhere in the specifications.
- B. Any changes to procedures, methods, conditions, etc., identified in the approved Pre-WORK Submittal must be submitted in writing for review and approval by the OWNER prior to the inception of the change. The changes must be reviewed and approved by the Industrial Hygienist prior to being submitted to the OWNER

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

for review. Where changes must be implemented immediately for the protection of workers, personnel outside the WORK area, the structure or the environment, and the change established an environment more stringent than that previously existing, the changes may be implemented by the competent person or other individuals with appropriate authority, and the OWNER notified immediately. These changes will then be submitted in writing within 24 hours for final review and approval.

1.14 POST-WORK SUBMITTALS

Six copies of a post-WORK submittal shall be submitted. The following items shall be included, submitted as a complete package in a three ring binder complete with index and divider tabs, and approved by the OWNER as complete before final payment is approved:

- A. WORK Log: Upon completion of the Project, or upon completion of each phase of asbestos WORK if the work is performed in phases or sections, prepare a detailed log of all operations involving the asbestos portion of the WORK, to include but not limited to:
1. The names, entry and exit dates and times, duties performed, and protective equipment worn by each individual during their time within the asbestos control area, covering all personnel, (including inspectors, monitoring personnel and visitors) entering each asbestos control area. This information is normally provided in the form of fully legible copies of the entry/exit control log for the control area. Each day's listing should also include a summary of the WORK performed (quantity, type, location, etc.).
 2. A listing of all personnel performing asbestos related WORK outside the control area, showing duties performed, date, time, duration, and location of the WORK, and protective equipment worn while performing these duties. Each day's listing should also include a summary of the WORK performed (quantity, type, location, etc.).
 3. A continuous 24-hour daily log of negative air pressure actually maintained inside the enclosure(s).
 4. A list of the exact placement of each sampling device, and a summary of sampling results on a chronological basis.
 5. Copies of the complete and reviewed sampling results as an attachment.
 6. A summary of each problem, incident, contingency, and emergency that occurred, and the actions taken to resolve the situation.

SECTION 02080 - ASBESTOS ABATEMENT

7. A copy of all shipping manifests that document disposal of all ACM at an approved solid waste facility.

PART 2-PRODUCTS

2.1 LOCKDOWN ENCAPSULANT

- A. All lockdown encapsulant shall be acrylic copolymer blend that forms a durable non-combustible barrier that when cured becomes an excellent primer for spray back insulation and water based architectural coatings. Specifically, all lockdown encapsulant used on the abatement/cleaning and sealing project shall be compatible with fireproofing materials applied afterwards by other trades.

PART 3-EXECUTION

3.1 PROTECTION OF ADJACENT AREAS

- A. Perform all asbestos WORK in such a way as to not contaminate adjacent areas, or interior spaces of components within the abatement/cleaning and sealing area (such as cabinets, ducts, or electrical junction boxes). Where such areas or spaces are contaminated, they shall be cleaned and/or restored to their original condition as directed by the OWNER at the CONTRACTOR's expense.

3.2 NOTIFICATIONS AND PERMITS

- A. The CONTRACTOR shall notify the regional office of the United States Environmental Protection Agency (US EPA) in accordance with 40 CFR 61 Subpart M.
- B. The CONTRACTOR shall also notify the Alaska Department of Labor, Occupational Safety and Health Division (AK OSHD) in accordance with current State of Alaska asbestos regulations.
- C. The CONTRACTOR shall notify the OWNER 48 hours prior to commencement of any abatement/cleaning and sealing WORK, and immediately upon completion or termination of the WORK. Where any emergency removal is required, notifications will be made immediately, but WORK schedules will not be contingent on the notification timing specified in the paragraph.
- D. The CONTRACTOR shall carry out disposal in accordance with state and federal requirements, and shall secure necessary permits in conjunction with asbestos removal and transport, and provide timely notification of such actions as may be required by Federal, State, regional and local authorities.

3.3 COMPETENT PERSON

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

All asbestos WORK, including setup and teardown of the asbestos enclosure(s) and control area(s), and all asbestos disposal operations shall be under the direct and continuous on-site supervision of the Competent Person (who is identified in the Pre-WORK Submittal and whose qualifications and duties are defined in DEFINITIONS above). The Industrial Hygienist shall oversee all activities of the competent person.

3.4 INDUSTRIAL HYGIENIST

The CONTRACTOR shall conduct all training and asbestos WORK under the direction of the Industrial Hygienist (who is identified in the Pre-WORK Submittal and whose qualifications and duties are defined in DEFINITIONS above).

3.5 PROJECT INSPECTION

- A. While performing asbestos WORK, the CONTRACTOR may be subject to on-site inspection by the OWNER (or designated representative), fire, safety, and health personnel, and Federal and State inspectors. If the WORK is in violation of specification requirements, or applicable Federal or State regulations, the OWNER may issue a stop-WORK order to be in effect immediately, and which will remain in place until the violation(s) are resolved and, if required by the OWNER, a new or amended asbestos WORK plan is submitted. Restart will not be accomplished without approval of the OWNER. Standby time and expenses required to resolve the violation(s) and provide new or amended submittals shall be at the CONTRACTOR's expense.
- B. The Project WORK Log (see Paragraph 1.7A.1 above) shall be subject to review by the OWNER (or designated representative) on a daily basis and at each Application for Payment by the CONTRACTOR.

3.6 SAFETY AND HEALTH COMPLIANCE

The CONTRACTOR shall comply with all laws, ordinances, rules and regulations of Federal, State, regional and local authorities regarding demolition, handling, storing, transporting and disposing of asbestos and asbestos containing materials. He shall also comply with the applicable requirements of the current issues of 29 CFR 1910.1001, 29 CFR 1926.1101, and 40 CFR 61 Subparts A and M. Asbestos removal is also required to comply with the provisions of the State of Alaska, Solid Waste Management Codes, title 18 of the Alaska Administrative Code, and the State of Alaska OSHA Standards.

3.7 ASBESTOS WORK PROCEDURES

The WORK specified in these contract documents shall be carried out in accordance with all applicable local, state, and federal regulations, and the following special requirements:

SECTION 02080 - ASBESTOS ABATEMENT

- A. Negative Air: The CONTRACTOR shall use negative air machines to ensure that air is drawn into the abatement WORK area and exhausted through HEPA filters and out to the building exterior.
- B. OSHA Class I asbestos WORK: Class I WORK shall comply with the appropriate sections of OSHA 1926.1101(g)(4) “Class I Requirements” and OSHA 1926.1101(g)(5). Certified asbestos abatement workers are a requirement for Class I asbestos WORK.
- C. OSHA Class II asbestos WORK: Class II WORK shall comply with the appropriate sections of OSHA 1926.1101(g)(7) “Work Practices and Engineering Controls for Class II WORK” and OSHA 1926.1101(g)(8). Certified asbestos abatement workers are a requirement for Class II asbestos WORK.
- D. Asbestos Handling Procedures: The CONTRACTOR shall sufficiently wet ACM with a fine spray of amended water during removal, cutting or other handling to reduce the emission of airborne fibers. All removed and waste materials shall be placed in plastic disposal bags or other approved containers. Under no circumstances shall asbestos waste or debris be allowed to accumulate in the WORK area.
- E. Disposal of Asbestos: Procedures for hauling and disposal shall comply with 40 CFR 61, Subpart M, 40 CFR 241 and 257, and state, regional, and local standards. Abated material and associated debris shall be packaged in accordance with applicable regulations and disposed of at an approved facility. All ACM shall be transported in an enclosed vehicle.

3.8 MONITORING

The CONTRACTOR shall provide on-site air “Initial Exposure Monitoring and Personal Monitoring” for the duration of the Project in accordance with the approved Pre-WORK Submittal and as specified in Paragraph “DEFINITIONS”, above.

The OWNER’s Representative Firm shall provide “Area Monitoring”, “Environmental Monitoring”, “Baseline (Background) Monitoring”, and “Clearance Monitoring” all as specified in Paragraph “DEFINITIONS”, above.

The CONTRACTING OFFICER reserves the right to perform additional monitoring including all elements summarized in Asbestos Air Monitoring in DEFINITIONS, above.

Clearance Procedures for each abatement/cleaning and sealing area

- A. **Clearance** will be by room and project area as determined by the schedule provided in the CONTRACTOR’s approved work plan.

STATE OFFICE BUILDING 2011 ASBESTOS ABATEMENT PROJECT

SECTION 02080 - ASBESTOS ABATEMENT

- B. After abatement/cleaning and sealing activities are complete but prior to the application of lockdown sealant and the performance of clearance monitoring, the CONTRACTOR and the OWNER representative shall perform a detailed visual inspection of the WORK area for any visible asbestos residual. If any is found, a complete recleaning of the area shall be performed, and the area reinspected. Once the visual inspection is satisfactorily completed the lockdown shall be applied.
- C. The steel beams and pan deck substrates will be in satisfactory condition if they are free of dirt, oil, and grease, release agents, rolling compounds, mill scale, loose scale, incompatible paints, encapsulants, or other foreign substances capable of impairing bond of fire resistive material with substrates under conditions of normal use or fire exposure.
- D. The CONTRACTOR shall be responsible for all OWNER costs (including costs accrued by the OWNER's Representative and/or Laboratory fees) relating to all visual inspections after the initial failed visual inspection.
- E. After the area has passed the visual inspection and has received spray application of lockdown sealant but prior to the removal of containment and/or critical barriers, clearance monitoring of the WORK area, conducted under aggressive conditions, shall be accomplished to confirm the effectiveness of the clean-up operations. Such sampling shall not be performed until all areas and materials within the WORK area are fully dry. Clearance sampling will be done using PCM analysis. Once clearance criteria have been achieved, clearance shall be considered final and removal of any protective enclosure shall be accomplished. Spray back fireproofing will not start until asbestos clean-up work has been completed including passing a visual inspection and final air clearance sampling in each room and all areas serviced by the fan room. No spray back fireproofing will be allowed that may interfere with PCM environmental sampling during asbestos clean-up.
- F. The CONTRACTOR shall be responsible for all OWNER costs (including costs accrued by the OWNER's representative) relating to all clearance monitoring after the first failed clearance sampling.

END OF SECTION