



## **BRIDGE 147.4 PIER REPLACEMENT**

**INVITATION TO BID  
22-41-209504**

**JULY 11, 2022**

**ALASKA RAILROAD CORPORATION  
327 WEST SHIP CREEK AVENUE  
ANCHORAGE, ALASKA 99501**

July 11, 2022

**INVITATION TO BID  
22-41-209504**

**BRIDGE 147.4 PIER REPLACEMENT**

**Response Required:** This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this form to [HopeM@akrr.com](mailto:HopeM@akrr.com).

**Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site:**  
<https://www.alaskarailroad.com/corporate/procurement/solicitations>. Bidders are responsible for assuring they have all of the issued addenda. Bidders must acknowledge all issued addenda in their submittal.

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

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THIS IS NOT AN ORDER

INVITATION TO BID NUMBER: 22-41-209504

## BRIDGE 147.4 PIER REPLACEMENTS

DATE OF INVITATION TO BID: July 11, 2022

ALASKA RAILROAD CORPORATION  
CONTRACTS SECTION  
POST OFFICE BOX 107500  
ANCHORAGE, ALASKA 99510-7500  
ATTENTION: MICHELE HOPE (907) 265-4467  
FAX NUMBER (907) 265-2439  
[Hopem@akrr.com](mailto:Hopem@akrr.com)

BIDS WILL BE RECEIVED **UNTIL 3:00 PM LOCAL TIME ON Monday, August 1, 2022 via Dropbox**, at which time bids will be publicly opened via WebEx per information below.

**One electronic copy of your firms Bid** must be submitted using Dropbox. Bids shall be submitted to the Drobox link

<https://www.dropbox.com/request/ieyZHw18JoeBfYbDIOxw> by bid due date/time. The Dropbox submittal date/time will be used for the official receipt. Your bid package (required documents) must be complete. It is the bidder's responsibility to verify with the Contract Administrator that their Bid was received timely. If your firm has restrictions on Dropbox submittals you must contact your Contract Administrator at least 7 days prior to bid due date to discuss alternatives.

File naming convention shall be: Firm Name-ITB#-ITBName

**The original copy (hard-copy) of your bid** will need to be mailed by the date required for bids to the address provided below. Your ITB package (required documents) must be complete.

Alaska Railroad Corporation  
Attn. Michele Hope, 2<sup>nd</sup> Floor  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

Bids received by facsimile transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section via Dropbox prior to the date and time listed above.

The Public Bid Opening will be held via WebEx. You may attend the bid opening by pasting the following link into your web browser.

<https://akrr.webex.com/akrr/j.php?MTID=m7bc491ec6c0ae3f3305f6b1ad6d99e98>

## **IMPORTANT**

### **Period of Performance**

All work shall be completed by March 20, 2023.

ARRC will identify interim completion dates, if any, in the Special Provisions.

**Funding:** Bridge 147.4 is funded by ARRC internal funds.

**Site Visit:** A non-mandatory site visit will be held on Friday, **July 22, 2022 at 10:30 AM**. Meet Location: Intersection of the South Old Glen Highway and the Railroad Tracks. To participate in this meeting and site visit, interested firms must provide full name(s) and cell telephone number(s) for proposed attendees to HopeM@akrr.com by 2:00 p.m. July 21st. Attendees will be responsible for their own transportation to the meeting location. Attendees should plan on being at the meet location by 10:30 a.m. A representative of the ARRC will conduct a safety briefing and will provide an escort onto ARRC property for the site visit. Hardhats, safety vests, protective footwear, safety glasses will be required, and must be supplied by attendees. This is not a mandatory meeting, although interested firms are encouraged to participate. Due to limited space, no more than 2 persons per prospective offeror is allowed on the site visit.

**Pre-Bid Conference:** A pre-bid conference will be held on **July 26, 2022 at 11:00 AM** local time via WebEx. You may attend the pre-bid conference by one of the following:

- Paste the following link into your web browser.  
<https://akrr.webex.com/akrr/j.php?MTID=m5c9799058ce9726824cadacaa6273731>
- Join by meeting number  
Meeting number (access code): 2495 776 9092  
Meeting password: 6bpFjJPa2y2

This is not a mandatory meeting, although interested firms are encouraged to participate. A bidder's failure to attend the pre-bid conference will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC. Any resulting contract from this Invitation to Bid shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this Invitation to Bid.

This Invitation to Bid is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract

Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive. PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE.

**ARRC Disadvantaged Business Enterprise (DBE) Program:** ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation on federal contracts of 3.0 % in FY 2019-2021. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star ([www.greenstarinc.org](http://www.greenstarinc.org)). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

**Please direct all responses and/or questions concerning this ITB to Michele Hope, Alaska Railroad Corporation, Contracts, 327 Ship Creek Avenue, Second Floor, Anchorage, AK 99501, telephone number 907-265-4467, fax number 907-265-2439 or at email address [HopeM@akrr.com](mailto:HopeM@akrr.com).**

Sincerely,

*Michele Hope*

Michele Hope  
Contract Administrator

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3. Plans – 26’ Ballast Approach Span
4. Plans - Pier 2 Tie Back Rev2
5. ARRC Sample Daily Report Format
6. Construction Quality Control (CQC) Plan
7. State Wage Rates

State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>. Use the State wage rates that are in effect 10 days before Bid Opening. The ARRC will include a paper copy of the State wage rates in the signed Contract.

## **APPENDIX A – REQUIRED DOCUMENTS**

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

1. Contractor Responsibility Questionnaire - [Form 395-0136]
2. Construction Bid Form - [Form 395-0121]
3. Bid Bond - [Form 395-0120]
4. Bid Schedule - Appendix H
5. Alaska Contractors License
6. Statement of Qualifications

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**REQUIRED AFTER NOTICE OF AWARD** The successful proposer is required to complete and submit the following documents within **five (5) working days** after receipt of written notification:

1. Subcontractor List - [Form 395-0131]

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**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. Certificate of Insurance - [from Insurance Carrier]
2. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Alaska Business Licenses
5. State of Alaska Department of Labor Notice of Work
6. Construction Contract - [Form 395-0122]; Notice to Proceed (from ARRC)
7. Escrow Documents deposited into Depository
8. Construction Quality Control (CQC) Plan
9. Contractor's Site Health & Safety Plan

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### **POST AWARD DOCUMENTATION**

1. Weekly Certified Payrolls
2. Copy of State of Alaska Contractor Letter of Completion

Form 395-0128 (12/99)



## **APPENDIX B – BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS** (CONSTRUCTION)

To be considered for award, Bids must be made in accordance with the following requirements:

**Duty to Seek Clarification:** ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

**Terms and Conditions:** Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

**Contract Documents:** Bidders shall familiarize themselves with the requirements of all of the Contract Documents which include, but are not limited to the "Bidders Instructions & Special Requirements", the Invitation to Bid, Bid and Contract Forms, General Conditions, Special Conditions, Specifications, Drawings, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

**Examination and Interpretation of Documents:** Each Bidder shall examine the Contract Documents carefully and shall make written requests to ARRC prior to Bid submission for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an Addendum by ARRC. Only a written interpretation or correction shall be binding. No Bidder shall rely on any interpretation or correction given by any other method.

**Addenda:** ARRC may modify the Invitation to Bid prior to the date fixed for opening of Bids by issuance of an Addendum to all parties who have been furnished the Bid Package for bidding purposes. Bidders must acknowledge receipt of all Addenda on the Construction Bid Form [Form 395-0121].

**Qualification of Bidders:** Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

**Bid Forms:** Bids must be submitted on the forms provided by ARRC, completed in all respects as required by the Bid Forms and other Contract Documents and manually signed by an authorized official of the Bidder. Bidders may make copies of the Bid Forms for submission of Bids.

**Submission of Bids:** Bids must be submitted as directed in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

**Modification, Correction, Withdrawal of Bids:** Modification, correction or withdrawal of Bids will be allowed only as provided in ARRC Procurement Rule 1200.8.

**Bid Opening:** Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

**Evaluation of Bids:** Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1200.7. Alternative bids, if called for, are intended to provide ARRC a range of comparative costs which will allow identification of the combinations most responsive to ARRC's need. The order in which the alternatives are listed or set out in the Invitation to Bid should not be taken as any indication as to the order in which ARRC may elect to select the alternatives, if any. Bidders shall submit bid prices for all alternatives stated in the Invitation to Bid and are advised that the order in which the alternatives, if any, are chosen by ARRC, may affect which Bidder is the lowest responsive and responsible Bidder.

**Bid Security:** In accordance with ARRC Procurement Rule 1200.4, all Bids shall be accompanied by bid security in the form of a cashier's check or an acceptable Bid Bond, a form of which is provided herein, in the amount of five percent (5%) of the Bid price.

**Rejection of Bids:** ARRC reserves the right to waive minor defects or informalities in a Bid in accordance with the provisions of ARRC Procurement Rule 1200.8, or to reject any or all Bids in accordance with the provisions of ARRC Procurement Rule 1600.2.

**Award of Contract:** Unless the Invitation to Bid is canceled or all bids are rejected, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest, responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set out in the Invitation to Bid.

**Execution of Contract:** A written contract must be signed by the Bidder to whom an award is made and returned to ARRC within ten (10) calendar days, together with all required performance and payment bonds, and certificate(s) of insurance in the amounts required by the Invitation to Bid. The Bidder to whom award is made shall not be permitted to occupy the project site until he has first obtained the required insurance and submitted to ARRC proof of such insurance together with a statement certifying that said insurance conforms to requirements set forth in the Invitation to Bid.

**Failure to Execute Contract:** If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required bonds and insurance within the time specified, the amount of his bid security may be retained by ARRC as liquidated damages.

**Government Contract Requirements:** If Federal funds will be used to pay for any part of the project described in the Invitation to Bid, any contract awarded hereunder will contain provisions requiring the successful Bidder to comply with all pertinent provisions, agreements, and clauses of the subject federal grant and all pertinent laws, regulations, Presidential directives, and executive orders to the extent they apply to the subject matter of the contract.

**Drug and Alcohol-Free Workplace:** Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;

- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return to work requirements contained in the Contractor's written program.

**Offer Acceptance Period:** For the purpose of award, offers made in accordance with this ITB shall be good and firm for a period of sixty (60) days from the date of bid opening.

**Site-Safety Plan Requirement:** Before the contractor or any subcontractor begins any construction related work under this contract including but not limited to mobilization, equipment setup, storage, etc., taking place on sites under Alaska Railroad Corporation (ARRC) control, they will submit a site Health and Safety Plan to ARRC for compatibility acceptance.

The plan must be compatible with ARRC Safety Policies, including On-Track Safety, ARRC on-site employee safety including safety for Project Managers, Construction Managers, Flaggers, Visitors, Safety personnel, Quality Assurance staff, vendors, and the public. The plan must outline procedures for first aid, emergency response, chemical exposures, spills, site sign-in requirements for site-safety briefings, coordination with ARRC dispatch, Section 6.16 (SAFETY AND PROTECTION), Section 6.17 (WORK SAFETY ON RAILROAD PROPERTY), and Section 6.18 (EMERGENCIES), other sections of the contract GENERAL CONDITIONS, Appendix F.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project

**Contractor's Instructions for Submitting Certified Payroll:** This contract includes work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the Alaska Department of Labor Workforce Development (DOLWD) and/or it may include work on a federally funded construction project and be subject to U. S. Department of Labor Davis-Bacon Act wage/certified payroll requirements.

As part of the contract the following will be required:

1. All contractors on a construction project funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor ([www.access.gpo.gov/davisbacon/](http://www.access.gpo.gov/davisbacon/) or <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD ([www.labor.state.ak.us/lss/home.htm](http://www.labor.state.ak.us/lss/home.htm)). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be sent to ARRC within seven days after the regular "payday" for that certified payroll at the following address:

Alaska Railroad Corporation  
Attn: Certified Payroll Clerk  
P.O. Box 107500  
Anchorage, AK 99510-7500  
Email: [certifiedpayrollprocessor@akrr.com](mailto:certifiedpayrollprocessor@akrr.com)

The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.

4. The certified payroll must be completely filled out by the contractor including, but not limited to:
  - i. **Contractor's complete name**, including joint ventures, Inc., LLC, etc.
  - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state
  - iii. **Employee's**
    - a. Name
    - b. Address (domicile and mailing)
    - c. Social security number
    - d. Job classification
    - e. Hours worked
    - f. Wages/fringe benefits paid

- iv. **Contracting agency project number**, which is the ARRC contract/purchase order number and is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.
- v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. If no work is completed during a given week, the contractor must nonetheless submit a certified payroll for that week, with the appropriate consecutive payroll number for that week, and write “No Work Performed” on payroll.
- vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed within seven days of the payment date of the payroll.
- vii. **Stamp or write “Confidential”** on the certified payroll to help insure the privacy of contractor employees.

Sample copies of DOLWD certified payroll forms with the “Statement of Compliance is shown in Figures 1 and 2 below.

Failure to timely submit complete and accurately filled out weekly certified payrolls to ARRC may result in the delay of payment on the contract.



**Alaska Department of Labor & Workforce Development**  
**Development**  
**Labor Standards & Safety Division**  
**Wage & Hour Administration**

**CERTIFIED PAYROLL**

Contractor Name Alaska Strong Steel, Inc.		SubContractor		Address 782 Northridge Avenue, Anchorage, AK 99503	
Contractor License No. 28888		Contracting Agency Project # 3504		Date Work Started 12-Dec-04	
907-555-1212		Dept. Labor Project # 04/12-1500		Est. Completion Date October-05	
Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee		Payroll No. 1		Contract Amount \$50,000.00	
Social Security numbers (SSN) MUST be included for all employees		Week Ending 18-Dec-04		Project Name and Location Gold Creek Bridge Repair	
Joe H. Worker, SSN: 555-55-5555 316 Timber Lake Road Anchorage, AK 99515		Specific Work Class Code including certificate #'s for Electricians, Plumbers, Painters, Powderman, Asbestos Workers. Truck drivers include truck license number		DEDUCTIONS	
S0301		Apprentice (%) If Applicable		FICA	
Classification: Carpenter				FED WITH TAX	
Certificate #				ESB	
Truck License #				UNION	
Classification Code:				OTHER (EXPLAIN)	
Classification:				Medical Insurance	
Certificate #				Total	
Truck License #				Deductions	
Classification Code:				365.50	
Classification:				Net Amount Paid	
Certificate #				1024.05	
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Classification Code:				11/04/04	
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**STATEMENT OF COMPLIANCE**

**CERTIFIED PAYROLL FORM 07-6058**

**SSN MUST be listed for each employee on payroll**

Contractors & Subcontractors Please Note!!!

8 AAC 30.020 CERTIFIED PAYROLL. (a) All Contractors (including owner/operators) who perform work on a public construction contract for the state or political subdivision of the state shall file with the Department a certified payroll (Form 07-6058) before Friday of each week that covers the preceding week.

(b) The certified payroll shall be submitted to the Department's regional office in which the work is performed.

Region I,  
North of N63°

Labor Standards & Safety Div. DOLWD  
675 7th Ave, Station J-1  
Fairbanks, AK 99701-4553  
(907) 451-2886 Fax: (907) 451-2885

Region II,  
South of N63°

Labor Standards & Safety Div. DOLWD  
3301 Eagle Street, Suite 301  
Anchorage, AK 99503-4149  
(907) 269-4900 Fax: (907) 269-4915

Region III, Southeast Alaska,  
(From Yakutat south)

Labor Standards & Safety, DOLWD  
P. O. Box 21149  
1111 W. 8th Street, Rm 302  
Juneau, AK 99801  
(907) 465-4842 Fax: (907) 465-3584

In lieu of submitting Form 07-6058, contractors may submit his/her payroll form. **THE FORM MUST CONTAIN SOCIAL SECURITY NUMBERS FOR EACH EMPLOYEE.**  
The contractor's payroll record must contain the same information required on this form.

Sec. 35.05.040 requires that all contractors or subcontractors who perform work on a public construction contract for the state or a political subdivision of the state shall, **BEFORE FRIDAY OF EACH WEEK**, file with the Department of Labor and Workforce Development (DOLWD), a sworn affidavit for the previous week, setting out in detail the number of workers employed, wages paid each week, job classification of each employee, hours worked each day and week, and other information which the DOLWD requires.

**CONTRACTORS WHO DISREGARD THEIR OBLIGATIONS TO THEIR EMPLOYEES, INCLUDING PAYMENT OF THE APPROPRIATE PREVAILING RATES OF PAY, UNCONDITIONAL PAYMENT, AND PAYMENT NOT LESS THAN ONCE A WEEK MAY BE DEBARRED FROM PUBLIC CONSTRUCTION.**

Date: **22-Dec-04**

(2) That **Alaska Strong Steel, Inc.**  
(Contractor / Subcontractor)

(c) Each laborer, mechanic or field surveyor listed on this payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as currently published by DOLWD, except as noted in Section 6(6).  
 (d) Exceptions:

I **Jane Doe, President** do hereby state  
(Name of Signatory Party) (Title)  
(1) That I pay or supervise the payment of persons employed by **Alaska Strong Steel, Inc.** on the  
(Contractor / Subcontractor)

**Gold Creek Bridge Project**; that during the payroll  
(Building or Work)

period commencing on **12-Dec-04**, and ending on  
(date)

**18-Dec-04**, all persons employed on said project have  
(date)  
been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

**Alaska Strong Steel, Inc.**  
(Contractor / Subcontractor)

from the full weekly wages earned by an person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, on projects covered by Alaska Statute 36 as defined in regulations issued by the Commissioner of Labor, or on Federal Projects as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 946; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 USC 276 (c), and described below:

is in full compliance with the provisions set forth in AS 36.10, which requires employment preference for Alaska residents as outlined in AS 36.95.010; and

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;

that the wage rates for laborers, mechanics or field surveyors contained herein are not less than the current applicable wage rates established by the DOLWD; that the classification set forth therein for each laborer, mechanic or field surveyor conforms with the work performed; and

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in the State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor, or

(5) That I am a bona fide owner/operator and that my contract amount meets or exceeds the prevailing wage for each hour I have worked. My last progress payment was received on

For  
(6) That where fringe benefits are paid to approved plans, funds or programs: (check all applicable items)

(a) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD have been or will be made to the appropriate programs for the benefit of such workers, except as noted in Section 6(d) below. Fringe benefit payments will be made at least quarterly to an approved plan. The name of the plan is:

(b) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD have been or will be made to the appropriate programs for the benefit of such workers, except as noted in Section 6(d) below. Fringe benefit payments will be made at least quarterly to an approved plan. The name of the plan is:

and,

Exception (Craft)	Explanation

The full justification of any of the above information may subject the contractor or subcontractor to civil or criminal prosecution. See Section 10 of Article 18 and Section 231 of the United States Code. Also see AS 36.15.060.

*Jane Doe*  
Signature (original signature required)

**Jane Doe, President**  
Name & Title (print or type)

Figure 2 Sample Certified Payroll Statement of Compliance

## **APPENDIX C – FORMS**

1. ALASKA RAILROAD CORPORATION - CONSTRUCTION BID FORM
2. BID SCHEDULE
3. ALASKA RAILROAD CORPORATION - BID BOND
4. ALASKA RAILROAD CORPORATION - CONTRACTOR RESPONSIBILITY QUESTIONNAIRE
5. ALASKA RAILROAD CORPORATION - SUBCONTRACTOR LIST - [First Tier Subcontractors Only]
6. ALASKA RAILROAD CORPORATION - PAYMENT BOND
7. ALASKA RAILROAD CORPORATION - PERFORMANCE BOND
8. ALASKA RAILROAD CORPORATION - SAMPLE CONSTRUCTION CONTRACT



**Alaska Railroad Corporation  
CONSTRUCTION BID FORM**

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:**

In compliance with your Invitation to Bid Number, \_\_\_\_\_, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the \_\_\_\_\_, located at or near \_\_\_\_\_ according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the quantities, where such are specified in the Cost Schedule or on the plans for this Project, are approximate only and subject to increase or decrease, and that he/she 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 **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete the work by \_\_\_\_\_, unless extended in writing by the Contracting Officer.

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

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

<b>Addenda No.</b>	<b>Date Issued</b>	<b>Addenda No.</b>	<b>Date Issued</b>	<b>Addenda No.</b>	<b>Date Issued</b>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

Form 395-0121 (12/99)

## BID SCHEDULE

**BID SCHEDULE:** A Bidder's Failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness. Cost shall be bid in accordance to all specifications and any Technical Specifications incorporated herein.

**AWARD CRITERIA:** A contract award resulting from this solicitation may be made to the low, responsive, responsible bidder who meets the requirements as set forth in the plans and specifications and compliance thereof. An award may be made in the aggregate of Base Bid and or any combination of Base Bid and Add Alternates, whichever is deemed by the Contract Administrator to be in the best interest of the ARRC. The successful bidder shall hold unit prices of all additives firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC funds.

<b>BASE BID ITEMS <sup>2</sup></b>					
Item No.	Item Description	Unit	Quantity <sup>1</sup>	Unit Bid Price	Amount Bid
1	Mobilization and Demobilization <i>(640.0001.1)</i>	Lump Sum	1		
2	Maintenance Pad <i>(203.0020.1)</i>	Lump Sum	1		
3	Riprap, Class III <i>(611.0002.1)</i>	Ton	1,870		
4	Removal of Bridge <i>(202.0023.1)</i>	Lump Sum	1		
5	Removal of Pier <i>(202.0024.1)</i>	Lump Sum	1		
6	Furnish Structural Steel Piles, 24"Ø x 0.625"t – Bare <i>(505.0005.1)</i>	Linear Foot	480		
7	Furnish Structural Steel Piles, 24"Ø x 0.625"t – Galvanized <i>(505.0005.2)</i>	Linear Foot	480		
8	Drive Structural Steel Piles 24"Ø x 0.625"t <i>(505.0006.1)</i>	Each	8		
9	Class A Concrete <i>(501.0001.1)</i>	Lump Sum	1		
10	Furnish Pre-Cast Concrete Pier Sub Cap <i>(501.0007.1)</i>	Each	2		

**BASE BID ITEMS <sup>2</sup> (Continued)**

Item No.	Item Description	Unit	Quantity <sup>1</sup>	Unit Bid Price	Amount Bid
11	Install Pre-Cast Concrete Pier Sub Cap	Each	2		
12	Furnish Steel Plate Girder Pier Cap <i>(504.0001.2)</i>	Lump Sum	1		
13	Furnish Bolster Beam BB-1 <i>(504.0001.3)</i>	Lump Sum	1		
14	Furnish Elastomeric Bearing Pads BP-1 <i>(504.0001.4)</i>	Lump Sum	1		
15	Install Steel Plate Girder Pier Cap <i>(504.0001.5)</i>	Lump Sum	1		
16	Install 26' Ballast Deck Approach Span <i>(504.0001.6)</i>	Lump Sum	1		
17	Storm Water Maintenance and Management <i>(641.0001.1)</i>	Contingent Sum	All Req'd		
<b>Total Base Bid :</b>					

<b>ADDITIVE ALTERNATE BID ITEMS <sup>2</sup></b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity <sup>1</sup></b>	<b>Unit Bid Price <sup>3</sup></b>	<b>Amount Bid</b>
A.1	Rail Car Mover Support	Lump Sum	1		
A.2 <sup>4</sup>	Install Owner Furnished Riprap, Class III (611.0002.1)	Lump Sum	1		
M.1	Modify Structural Steel Piles, ASTM A53, Grade B	Linear Foot	960		
M.2	Modify Structural Steel Piles, API Specification 5L X52	Linear Foot	960		
M.3	Modify Structural Steel Piles, API Specification 2B	Linear Foot	960		
<b>Total Additive Alternate Bid :</b>					

Notes:

<sup>1</sup> Award of Additive Alternate Bid items is dependent on Owner finances. The successful bidder will be notified of the Owner's intent to award additional work prior to receiving a Contract or Notice to Proceed (NTP).

<sup>2</sup> Bid quantities are approximate. Contractor is responsible for their own quantity take-offs using the information within the Contract Documents to verify the quantities in the Cost Schedule.

<sup>3</sup> Clearly indicate if Unit Bid Price is NEGATIVE or POSTIVE. Values for these Unit Bid Prices are not required to be considered responsive.

<sup>4</sup> ARRC reserves the right to award Additive Alternative A.2 which would replace Base Bid Item 3 in its entirety.

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

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

BIDDERS NAME AND ADDRESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
COMPANY MAILING ADDRESS

\_\_\_\_\_  
PRINTED NAME OF ABOVE BIDDER

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT E-MAIL

**ALASKA RAILROAD CORPORATION - BID BOND**  
for ITB 22-41-209504  
Bridge 147.4 Pier Replacement

<b>DATE BOND EXECUTED</b>
---------------------------

<b>PRINCIPAL (Legal name and business address)</b>	<b>TYPE OF ORGANIZATION</b>
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
<b>STATE OF INCORPORATION</b>	

<b>SURETY(IES) (Name and business address)</b>		
<b>A.</b>	<b>B.</b>	<b>C.</b>

<b>PENAL SUM OF BOND</b>	<b>DATE OF BID</b>
--------------------------	--------------------

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), 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 or proposal in writing, date as shown above, on the following 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/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC 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.

<b>PRINCIPAL</b>				
<b>Signature(s)</b>	1.	2.	3.	<b>Corporate Seal</b>
<b>Name(s) &amp; Titles [Typed]</b>	1.	2.	3.	

<b>CORPORATE SURETY(IES)</b>				
<b>SURETY A</b>	<b>Name of Corporation</b>		<b>State of Incorporation</b>	<b>Liability Limit \$</b>
	<b>Signature(s)</b>	1.	2.	<b>Corporate Seal</b>
	<b>Name(s) &amp; Titles [Typed]</b>	1.	2.	

**CORPORATE SURETY(IES)**

<b>S U R E T Y  B</b>	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	<b>Corporate Seal</b>
	Name(s) & Titles [Typed]	1.	2.	

**CORPORATE SURETY(IES)**

<b>S U R E T Y  C</b>	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	<b>Corporate Seal</b>
	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.

Form 395-0120



**ALASKA RAILROAD CORPORATION  
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

PART I - INSTRUCTIONS

1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: \_\_\_\_\_
2. The Proposer represents that it operates as the following form of legal entity:  
(Check whichever applies and fill in any appropriate blanks.)
  - an individual or sole proprietorship
  - a general partnership
  - a limited partnership
  - a joint venture consisting of: \_\_\_\_\_ and \_\_\_\_\_  
(List all joint ventures on a separate sheet if this space is inadequate.)
  - a non-profit organization
  - a corporation organized or incorporated under the laws of the following state or country: \_\_\_\_\_ on the following date: \_\_\_\_\_
  - a limited liability company organized under the laws of the following state or

country: \_\_\_\_\_ on the following date: \_\_\_\_\_

3. Proposer's federal taxpayer identification number: \_\_\_\_\_
4. Proposer's Alaska business license number: \_\_\_\_\_
5. Proposer's contractor's license number (for construction only): \_\_\_\_\_
6. Proposer's legal address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

7. Proposer's local or authorized point of contract address:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

8. How long has the Proposer been in business? \_\_\_\_\_
9. Has Proposer been in business under another name? If so, identify name and dates used.  
\_\_\_\_\_  
\_\_\_\_\_

10. Does your firm consider itself to be an MBE, WBE or DBE?  
YES  NO   
If answer is "YES," attach a copy of certification.

11. Number of employees: \_\_\_\_\_ including \_\_\_\_\_ employees in the State of Alaska.

### PART III-CONTRACTING HISTORY

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name,

address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES  NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES  NO

**NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.**

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES  NO

B. Failed to complete a contract for a public or private entity?

YES  NO

C. Been denied a low-bid contract in spite of being the low bidder?

YES  NO

D. Had a contract terminated for any reason, including default?

YES  NO

E. Had liquidated damages assessed against it during or after completion of a contract?

YES  NO

F. Been a defaulter, as principal, surety or otherwise?

YES  NO

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?

YES  NO

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?

YES  NO

I. Been denied a performance or payment bond by a surety company?

YES  NO

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?

YES  NO

4. Does Proposer currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.

YES  NO

5. Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES  NO

#### **PART IV-CIVIL ACTIONS**

**If "Yes" to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!**

1. Violations Of Civil Law. In the past five years has Proposer, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES  NO

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Proposer, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES  NO

3. Bankruptcy. During the past five years, has the Proposer filed for bankruptcy or reorganization under the bankruptcy laws?

YES  NO

4. Judgments, Liens And Claims. During the past five years, has the Proposer been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES  NO

5. Tax Liens. During the past five years, has the Proposer been the subject of a tax lien by federal, state or any other tax authority?

YES  NO

### **PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

1. Criminal: In the past five years has the Proposer, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES  NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES  NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES  NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES  NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES  NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES  NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES  NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES  NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES  NO

2. Regulatory Compliance. In the past five years, has Proposer or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES  NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES  NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES  NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES  NO

E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES  NO

## PART VI-FINANCIAL

**Copies of the following documents are to be submitted with this Questionnaire:**

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-

line. However, if additional information is needed, it will be specifically requested from the Proposer.

**B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS:** Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

**NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.**

**PART VII -VERIFICATION AND ACKNOWLEDGMENT**

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Proposer. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTICE TO PROPOSERS**

**A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.**



**ALASKA RAILROAD CORPORATION  
SUBCONTRACTOR LIST**

[First Tier Subcontractors Only]

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the **Fifth (5<sup>th</sup>) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

Failure to submit this form with all required information by the due date will result in the bidder 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 (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable:  All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

Or

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRINTED NAME OF BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT FAX NUMBER

Form 395-0131



**ALASKA RAILROAD CORPORATION  
PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
of: \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of: \_\_\_\_\_ as Surety,  
firmly bound and held unto the Alaska Railroad Corporation 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 Alaska Railroad Corporation, 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 Alaska Railroad Corporation,  
on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_,  
for \_\_\_\_\_, said work to be done  
according to the terms of said contract. **ARRC Project: ITB 22-41-209504 Bridge 147.4 Pier  
Replacement**

**NOW, THEREFORE**, the conditions of the foregoing obligation is 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 this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

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

Surety: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Alaska Railroad Corporation [Authorized Representative]      Date  
(Instructions on Next Page)

## **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, telephone number, and point of contact of the Principal and Surety shall be inserted 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 entered in words and in figures.
4. 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.

**Form 395-0126**

**ALASKA RAILROAD CORPORATION  
PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
of: \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of: \_\_\_\_\_ as Surety,  
firmly bound and held unto the Alaska Railroad Corporation 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 Alaska Railroad Corporation, 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 Alaska Railroad Corporation,  
on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,  
for \_\_\_\_\_,

said work to be done according to the terms of said contract. **ARRC Project: ITB 22-41-209504**

**Bridge 147.4 Bridge Replacement**

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall well  
and truly perform and complete all obligations and work under said contract and if the Principal shall  
reimburse upon demand of the Alaska Railroad Corporation any sums paid him/her 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Telephone Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Alaska Railroad Corporation

\_\_\_\_\_  
[Authorized Representative] Date

(Instructions on 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, telephone number, and point of contact of the Principal and Surety shall be inserted 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 entered in words and in figures.
4. 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.

**Form 395-0127**

**ALASKA RAILROAD CORPORATION  
CONSTRUCTION CONTRACT**

**Contract Number:** \_\_\_\_\_

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and \_\_\_\_\_, a Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

**Billing Information:** Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

**WITNESSETH:** That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, 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 following project:  
\_\_\_\_\_ at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount \_\_\_\_\_ dollars and /cents (\$\_\_\_\_\_.00)** for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated at the Port of Anchorage, Alaska.

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 shall be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC 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 ARRC. 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 any 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 ARRC, by \_\_\_\_\_.

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 ARRC, to complete the furnishing and delivery of materials and the doing

and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$\_\_\_\_\_ Payment Bond, and 100% of Bid Amount \$\_\_\_\_\_ 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**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**(Corporate Seal)**

---

**ALASKA RAILROAD CORPORATION**

\_\_\_\_\_  
Contracting Officer (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Print Name

Form 395-0122



**APPENDIX D – REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID  
CONTRACTS  
[Revised June 9, 2017]**

Not Used – No Federal Funding

**APPENDIX E – GENERAL CONDITIONS**  
**(CONSTRUCTION)**  
(Revised May 3, 2022)

**1. 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 Sections, Subsections and Articles 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 which 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 which they are used. "Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1961", or subsequent revision thereof, shall provide ordinarily accepted meanings. Words which have a well-known technical or trade meaning when used to describe Work, materials or equipment shall be interpreted in accordance with such meaning.

**Addenda:** All clarifications, corrections, or changes issued graphically or in writing by the Owner after the Invitation to Bid but prior to the opening of Bids.

**Application for Payment:** The form provided by the Owner which is 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 Owner or his authorized representative as defined in paragraph 2.1.

**ARRC Procurement Rules:** Means the Rules governing the procurement of supplies, services, professional services and construction adopted by ARRC in accordance with A.S. 36.30.015(e). Said Rules may be downloaded from ARRC's web site, [www.alaskarailroad.com](http://www.alaskarailroad.com), under General Information, Purchasing/Contracts.

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

**Award:** The acceptance, by the Owner, of the successful Bid.

**Bid:** The offer of a Bidder, on the prescribed form to perform the Work in accordance with the Contract Documents at the prices quoted.

**Bid Bond:** The security furnished with a Bid to guarantee that the Bidder will enter into a Contract if his Bid is accepted by the Owner.

**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 Owner directing changes to the Contract, within its general scope.

**Conditions of the Contract:** Those portions of the Contract Documents which 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 specified in the Invitation to Bid.

**Contract:** The Contract Documents form the Contract between the Owner and the Contractor for the Work to be performed. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**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 Owner 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 to enter into and administer the Contract on behalf of the Owner. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

**Contractor:** The individual, firm, corporation or any acceptable combination thereof, contracting with the Owner for performance of the Work.

**Contract Amount:** The total moneys payable by the Owner to the Contractor under the terms of the Contract Documents.

**Contract Time:** The number of Calendar Days or the date specified in the Contract and authorized time extensions which identify how much time the Contractor is allowed to achieve Final Completion.

**Consultant:** A person, firm, agency or corporation retained by the Owner to prepare Contract Documents, perform construction administration services, or other Project related services.

**Defective:** An adjective which 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 Owner's Approval of Final payment.

**Directive:** A written communication to the Contractor from the Owner interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

**Drawings:** The drawings which show the character and scope of the Work to be performed and which have been furnished by the Owner or the Owner'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 Owner.

**Final Completion:** The Work (or specified part thereof) has progressed to the point that all Work is complete as determined by the Owner.

**General Requirements:** Sections of the Contract Documents which contain administrative and procedural requirements as well as requirements for temporary facilities.

**Holidays:** The Owner recognizes the following Holidays:

New Year's Day - January 1  
President's Day - Third Monday in February  
Memorial Day - Last Monday in May  
Juneteenth – June 19  
Independence Day - July 4  
Labor Day - First Monday in September  
Columbus Day-Second Monday in October  
Veteran's Day - November 11  
Thanksgiving Day - Fourth Thursday in November  
Christmas Day - December 25

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, Sunday and the following Monday are both legal Holidays.

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

**Invitation to Bid:** The public announcement, as required by law, inviting Bids for Work to be performed and/or materials to be furnished.

**Notice of Intent to Award:** The written notice by the Owner to all Bidders identifying the apparent successful Bidder and establishing the Owner'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.

**Owner:** The Alaska Railroad Corporation ("ARRC") or its authorized representative(s).

**Payment Bond:** The security furnished by the Contractor and his Surety to guarantee payment of the debts arising out of performance of the Work.

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

**Project:** The total construction, of which the Work performed under the Contract Documents is the whole or a part.

**Project Manager:** The authorized representative of the Owner who is responsible for administration of the Contract.

**Regulatory Requirements:** All laws, rules, regulations, ordinances, codes and/or orders applicable to the Work.

**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 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 Owner as evidenced by the Owner'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 Owner covering Work that is not within the general scope of the Contract.

**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.

**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.

## **2. ARTICLE 2 - AUTHORITIES AND LIMITATIONS:**

### **2.1 AUTHORITIES AND LIMITATIONS:**

2.1.1 The Owner alone, shall have the power to bind the Owner and to exercise the rights, responsibilities, authorities and functions vested in the Owner by the Contract Documents, except that the Owner shall have the right to designate in writing authorized representatives to act for him.

2.1.2 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 interests of the Owner that individual or organization shall be deemed to be the Owner's authorized representative under this Contract but only to the extent so specified.

2.1.3 The Owner may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Owner or designate additional representatives, specifying the extent of their authority to act for the Owner. 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.

2.1.4 The Owner reserves the right to appoint a new Project Manager without affecting any of the Contractor's obligations to the Owner under this Contract.

2.1.5 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 Owner.

2.1.6 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.

2.1.7 Should the Owner or his authorized representative designate Consultant(s) to act for the Owner 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.

2.1.8 The term "Owner" 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 Owner when authorized in accordance with Paragraph 2.1.1.

## **2.2 EVALUATIONS BY OWNER:**

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

2.2.1.1 Quality and acceptability of materials furnished;

2.2.1.2 Quality and acceptability of Work performed;

2.2.1.3 Compliance with the Schedule of Progress;

2.2.1.4 Interpretation of Contract Documents;

2.2.1.5 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, whenever 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 Owner".

2.2.3 When such terms are used to describe a requirement, direction, review or judgment of the Owner 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).

2.2.4 The use of any such term or adjective shall not be effective to assign to the Owner 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.

## **2.3 MEANS & METHODS:**

2.3.1 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:**

2.4.1 The Owner will make visits to the site, off-site fabrication sites 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.

2.4.2 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.

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

### **3.1 INCOMPLETE CONTRACT DOCUMENTS:**

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

3.1.2 The Owner 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:**

3.2.1 The Owner shall furnish to the Contractor up to five copies of the Contract Documents.

3.2.2 Additional copies will be furnished, upon request, at the cost of reproduction stated in the Invitation to Bid.

### **3.3 SCOPE OF WORK:**

3.3.1 The Contract Documents comprise the entire Contract between the Owner and the Contractor concerning the Work.

3.3.2 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.

3.3.3 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.

3.4.2 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 Amount or Contract Time, whether or not specifically called for.

3.4.3 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, in the Effective Date of the Contract if there was no advertisement).

3.4.4 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 Owner 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 Owner or any of the Owner'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.

3.4.5 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **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.

3.5.2 Work in the area by the Contractor shall imply verification of figures, dimensions and field measurements.

3.5.3 If, during the above study or during the performance of the Work, the Contractor finds a conflict, error, discrepancy or omission in the Contract Document, 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 Owner.

3.5.4 The Contractor shall obtain a written interpretation or clarification from the Owner before proceeding with any Work affected thereby.

3.5.5 Any adjustment made by the Contractor without this determination shall be at his own risk and expense.

3.5.6 However, the Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have know thereof.

### **3.6 DISCREPANCY - ORDER OF PRECEDENCE:**

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

3.6.1.1 General Conditions

3.6.1.2 Supplementary Conditions



- 3.6.1.3 Technical Specification
- 3.6.1.4 Drawings
- 3.6.1.5 Standard Construction Details
- 3.6.1.6 Standard Specifications

3.6.2 The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If the Contractor discovers an error or omission, the Owner shall be promptly notified. The Owner will make corrections and interpretation as necessary to fulfill the intent of the Contract. Scaled measurements shall not be used when the dimensions on the plan are given or can be computed.

### **3.7 CLARIFICATIONS AND INTERPRETATIONS:**

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

### **3.8 REUSE OF DOCUMENTS:**

3.8.1 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 Owner shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the Owner and they shall not reuse any of the Contract Documents on extensions of the Project or any other Project without written consent of the Owner.

3.8.2 Contract Documents prepared by the Contractor in connection with the Work shall become the property of the Owner.

## **4. ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS:**

### **4.1 AVAILABILITY OF LANDS:**

4.1.1 The Owner 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.

4.1.2 Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents.

4.1.3 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:**

4.2.1 The execution of the Contract 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:**

4.3.1 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 Owner in preparation of the Contract Documents.

4.3.2 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.

4.3.3 Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, Contractor shall have full responsibility with respect to surface and subsurface conditions at the site.

### **4.4 UTILITIES:**

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

4.4.2 The Contractor shall have full responsibility for:

4.4.2.1 Reviewing and checking all information and data concerning utilities.

4.4.2.2 Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.

4.4.2.3 Coordination of the Work with the owners of all utilities during construction.

4.4.2.4 Safety and protection of all utilities as provided in paragraph 6.16.

4.4.2.5 Repair of any damage to utilities resulting from the Work in accordance with paragraphs 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 owner to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the utility owner and the Owner.

4.4.5 If service is interrupted repair Work shall be continuous until the service is restored.

4.4.6 No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

### **4.5 DAMAGED UTILITIES:**

4.5.1 When utilities are damaged by the Contractor, the utility owner shall have the choice of repairing the utility or having the Contractor repair the utility.

4.5.2 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 Owner, all materials, equipment and labor necessary to complete repair of the damage:

4.5.2.1 When the utility is shown or indicated in the Contract Documents.

4.5.2.2 When the utility has been located by the utility owner.

4.5.2.3 When no locate was requested by the Contractor for utilities shown or indicated in the Contract Documents.

4.5.2.4 All visible utilities.

4.5.2.5 When the Contractor could have, otherwise, reasonably been expected to be aware of such utility.

#### **4.6 UTILITIES NOT SHOWN OR INDICATED:**

4.6.1 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 6.18) identify the Owner of such underground facility and give written notice thereof to that owner and to the Owner.

4.6.2 The Owner 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.

4.6.3. The Contract Documents will be amended or supplemented to the extent necessary through the issuance of a Change Order by the Owner.

4.6.4 During such time, the Contractor shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.16.

4.6.5 The Contractor may be allowed an increase in the Contract Amount 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:**

4.7.1 The Owner will identify sufficient horizontal and vertical control data to enable the Contractor to survey and layout the Work.

4.7.2 All survey control work shall be performed under the direct supervision of a registered Land Surveyor.

4.7.3 Upon completion of survey work, all equipment and unused materials shall be removed and the Owner's property shall be left in a neat and clean condition satisfactory to the Owner.

4.7.4 Should the Contractor or its subcontractor fail to comply with the preceding subparagraph, the Owner may perform the required clean-up. All Owner costs and expenses for performing this work shall be collected from the Contractor.

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

#### **5.1 DELIVERY OF BONDS:**

5.1.1 When the Contractor delivers the executed Contract to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish in accordance with paragraph 5.2.

## **5.2 BONDS:**

5.2.1 The Contractor shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents.

5.2.2 These bonds shall remain in effect for one year after the date of Final Completion and until all obligations under this Contract, except special guarantees as per paragraph 12.7, have been met.

5.2.3 All bonds shall be furnished on forms provided by the Owner (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska.

5.2.4 The Owner may at his option copy the Surety with notice of any potential default or liability.

## **5.3 REPLACEMENT OF BOND AND SURETY:**

5.3.1 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 Owner, or if any such Surety fails to furnish reports as to his financial condition as requested by the Owner, the Contractor shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to Owner.

## **5.4 INSURANCE REQUIREMENTS:**

5.4.1 The Contractor shall carry and maintain throughout the life of this Contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the Owner shall be named as an additional named insured under the insurance coverage so specified, with respect to the performance of the Work.

5.4.2 There shall be no right of subrogation against the Owner or its agents performing work in connection with the Work, and this waiver of subrogation shall be endorsed upon the policies.

5.4.3 Insurance shall be placed with the companies acceptable to the Owner, and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy shall become effective except upon 30 days prior written notice thereof to the Owner.

5.4.4 Prior to commencement of the Work, the Contractor shall furnish certificates to the Owner, in duplicate, evidencing that the insurance policy provisions required hereunder are in force.

5.4.5 Acceptance by the Owner of deficient evidence of insurance does not constitute a waiver of Contract insurance requirements.

5.4.6 The Contractor shall furnish the Owner with certified copies of policies upon request. The minimum coverages and limits required are as follows:

5.4.7 Worker's Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the Work, including but not limited to Voluntary Compensation, Federal

Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act and the Federal Employers Liability Act.

5.4.8 Commercial General Liability with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. Coverage shall not contain any exclusions of Explosion, Collapse, or Underground.

5.4.9 Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

5.4.10 If Work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$5,000,000.

5.4.11 If Work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$5,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of the Owner if the Contractor self-insures the equipment and will waive all rights of recovery against the Owner in writing.

5.4.12 Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The Owner has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

5.4.13 Where applicable, Pollution Liability insurance with a Project limit of not less than \$5,000,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards.

5.4.14 Builder's Risk Insurance: Coverage shall be on an "All Risk" completed value basis and protect the interests of the Owner the Contractor and his subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site and in transit from port of arrival to jobsite and while temporarily located away from the Project site.

5.4.15 All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Contractor agrees to maintain "claims made" coverage for a minimum of two years after Project Completion.

## **5.5 INDEMNIFICATION:**

5.5.1 The Contractor shall indemnify, save harmless, and defend the Owner and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the Work 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 negligence of the Owner or its agents.

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

### **6.1 SUPERVISION OF WORK:**

6.1.1 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.

6.1.2 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.

6.1.3 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent. The Owner 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 Completion.

6.1.4 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.

6.1.5 All communications given to the superintendent shall be as binding as if given to the Contractor.

6.1.6 The Contractor shall cooperate with the Owner in every way possible.

### **6.2 CHARACTER OF WORKERS:**

6.2.1 The Contractor shall provide a sufficient number of competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents.

6.2.2 The Contractor shall at all times maintain good discipline and order at the site.

6.2.3 The Owner may, in writing, require the Contractor to remove from the Work any employee the Owner deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Owner shall have no duty to exercise this right.

### **6.3 CONTRACTOR TO FURNISH:**

6.3.1 Unless otherwise specified in the Contract Documents, 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.

### **6.4 MATERIALS AND EQUIPMENT:**

6.4.1 All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

6.4.2 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 Owner or any of the Owner'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.

## **6.5 ANTICIPATED SCHEDULES:**

6.5.1 The construction of this project shall be planned and recorded with a Critical Path Method ("CPM") schedule. The schedule shall be used for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, supplies, utility companies and review activity of the Owner. Within a reasonable time prior to the preconstruction conference, the Contractor shall submit for Owner's approval, a detailed initial CPM schedule. The schedule shall meet the requirements set forth below. The construction time for the entire project shall not exceed the specified Contract Time. Following the Owner's review, if revisions to the proposed CPM schedule are required, the Contractor shall do so promptly. The CPM schedule must be finalized within 30 days of the Notice to Proceed.

6.5.2 The CPM schedule shall be presented as a Precedence Diagram Network developed in the activity-on-node format and shall include a description of no less than 15 major project activities, the duration of each of the project activities, the resources required for each of the project activities, including:

6.5.2.1 Labor, showing workdays per week, holidays, shifts per day, men per shift, and hours per shift;

6.5.2.2 Equipment, including the number of units of each type of equipment; and

6.5.2.3 Materials.

6.5.3 Owner reserves the right to adjust or add to the required project activities.

6.5.4 The activity-on-node diagram shall show the sequence and interdependence of all activities required for complete performance of all items of Work under this Contract, including shop drawings submittals and reviews and fabrication and delivery activities. No activity duration shall be longer than 15 working days without the Owner's approval. Owner reserves the right to limit the number of activities on the schedule.

6.5.5 Before proceeding with any Work on site, the Contractor shall prepare, submit, and receive the Owner's approval of a 60-Day Preliminary Schedule. The Preliminary Schedule shall provide a detailed breakdown of activities scheduled for the first 60 days of the project and summary of activities for Work beyond 60 days. Said schedule shall include mobilization, submittals, procurement, and construction.

6.5.6 No Work may be pursued at the site without an approved 60-Day Preliminary Schedule or an approved CPM schedule. A Finalized CPM Schedule with detailed breakdown of activities for the entire contract period shall be submitted prior to the first progress payment and accepted prior to application of the second progress payment. The Contractor shall create a baseline schedule of the Accepted Finalized Schedule.

6.5.7 Within fifteen days after the date of the Notice to Proceed, the Contractor shall submit to the Owner for review: anticipated schedule of Shop Drawing submissions, and anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Amount and will subdivide the Work into no less than 15 line item component parts to serve as the basis for progress payments during construction.

6.5.8 Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the Contractor at the time of submission

6.5.9 The CPM schedule shall be submitted in an MS Project format. For each submittal required hereunder, Contractor shall submit one copy in an electronic format and one hard copy.

## **6.6 FINALIZING SCHEDULES:**

6.6.1 Prior to processing the first Application for Payment, the Owner and the Contractor will finalize the schedules required by paragraph 6.5.

6.6.2 Acceptance by the Owner of the progress schedule will neither impose on the Owner nor relieve the Contractor from full responsibility for the progress or scheduling of the Work.

6.6.3 If accepted, the Finalized Schedule of Shop Drawings and other required submissions will be acceptable to the Owner as providing a workable arrangement for processing the submissions. If accepted the Finalized Schedule of Values will be acceptable to the Owner as an approximation of anticipated value of Work accomplished over the anticipated Contract Time.

6.6.4 Receipt and acceptance of a schedule submitted by the Contractor shall not be construed to assign responsibility for performance or contingencies to the Owner 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.

6.6.5 Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

## **6.7 ADJUSTING SCHEDULES:**

6.7.1 Job site progress meetings will be held bi-weekly by the Owner and the Contractor for the purpose of updating the CPM schedule. Progress will be reviewed to verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed logic and/or time estimate revisions. The Contractor shall submit a reviewed CPM schedule within seven (7) calendar days after this meeting. The revised schedule shall show finish dates of completed activities and updated times for the remaining Work, including any addition, deletion, or revision of activities required by contract modification. In submitting a revised CPM schedule, the Contractor shall state specifically the reason for the revision and the adjustments made in this schedule or methods of operation to ensure completion of all Work within the Contract Time.

6.7.2 The Contract Time will be adjusted only for causes specified in this Contract. As determined by CPM analysis, only delays in activities, which affect milestones dates or contract completion dates will be considered for a time extension. It is understood and agreed by the Owner and the Contractor that float is shared equally. Project float is the time between the scheduled completion of the Work and Substantial Completion and is a resource available to both the Owner and the Contractor. Neither owns the float: the Project owns the float. As such, liability for delay of the Substantial Completion date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion date.

6.7.3 In addition to the CPM schedule, every week during construction, the Contractor shall submit a work plan detailing his/her proposed operations for the forthcoming two (2) weeks. The work plan presented shall be a time scaled Two Week Look Ahead bar chart based and correlated by activity number to the current schedule. In the event portions of the Work affecting critical milestone dates or contract completion dates are in danger of being delayed, or actually are delayed, the Contractor shall develop and present a plan for remedial action. This plan shall detail the following:



- 6.7.3.1 work activities;
- 6.7.3.2 manpower involved by trade;
- 6.7.3.3 work hours;
- 6.7.3.4 equipment involved; and
- 6.7.3.5 the location of the work to be performed.

6.7.4 Preparation and updating of the CPM schedule and Two Week Work Plans will not be paid for directly. Failure to submit the CPM work schedule and Two Week Work Plans as specified will result in partial withholding of progress payments.

## **6.8 SUBSTITUTES OR "OR-EQUAL" ITEMS:**

6.8.1 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.

6.8.2 Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Owner only if sufficient information is submitted by the Contractor which clearly demonstrates to the Owner that the material or equipment proposed is equivalent or equal in all aspects to that named.

6.8.3 Requests for review of substitute items of material and equipment will not be accepted by the Owner from anyone other than the Contractor.

6.8.4 If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Owner for acceptance 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 that specified.

6.8.5 The application will state that the evaluation and acceptance of the proposed substitute will not delay the Contractor's achievement of Substantial Completion on time, 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 Owner 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.

6.8.6 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.

6.8.7 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 Owner in evaluating the proposed substitute.

6.8.8 The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

6.8.9 The Owner may reject any substitution request which the Owner determines is not in the best interest of the Owner.

## **6.9 SUBSTITUTE MEANS AND METHODS:**

6.9.1 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 Owner, if the Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

#### **6.10 EVALUATION OF SUBSTITUTION:**

6.10.1 The Owner will be allowed a reasonable time within which to evaluate each proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Owner's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with paragraphs 6.19 and 6.20. The Owner may require the Contractor to furnish at the Contractor's expense a special Performance Bond or other Surety with respect to any substitute.

#### **6.11 DIVIDING THE WORK:**

6.11.1 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, except as required by law.

#### **6.12 SUBCONTRACTORS:**

6.12.1 The Contractor may utilize the services of licensed specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:

6.12.2 The Contractor shall not award any Work to any subcontractor without prior written Approval of the Owner. This Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor which shall contain required E.E.O. Documents, evidence of insurance, and a copy of the proposed subcontract executed by the subcontractor.

6.12.3 No acceptance by the Owner of any such subcontractor shall constitute a waiver of any right of the Owner to reject Defective Work.

6.12.4 The Contractor shall be fully responsible to the Owner 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.

6.12.5 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 Owner and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.

6.12.6 Nothing in the Contract Documents shall create any contractual relationship between the Owner and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of the Owner 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.

6.12.7 The Owner will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

6.12.8 The Contractor and subcontractors shall coordinate their Work and facilitate general progress of Work.

6.12.9 Each trade shall afford other trades every reasonable opportunity for installation of their Work and storage of materials.

6.12.10 If cooperative Work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the Contractor with no change in Contract Amount or Contract Time.

6.12.11 The Contractor shall include on his own payrolls any person or persons working on the 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.

### **6.13 USE OF PREMISES:**

6.13.1 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.

6.13.2 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.

6.13.3 Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall defend, indemnify and hold the Owner and its agents harmless therefrom.

### **6.14 STRUCTURAL LOADING:**

6.14.1 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.

### **6.15 RECORD DOCUMENTS:**

6.15.1 The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Field Memos, Work Orders, Change Orders, Supplemental Agreements, and written interpretations and clarifications issued pursuant to paragraph 3.7 in good order and annotated to show all changes made during construction.

6.15.2 Copies of these record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be provided to the Owner on site.

6.15.3 Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Owner.

6.15.4 Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

### **6.16 SAFETY AND PROTECTION:**

6.16.1 The Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

6.16.2 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.16.2.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.16.2.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.16.2.3 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.

6.16.3 In the performance of this contract, the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under the OSHA construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

6.16.4 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.

6.16.5 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 Amount or Contract Time except as stated in paragraph 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, or the public enemy or governmental authorities.

6.16.6 The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until Final Completion except as otherwise expressly provided in connection with Substantial Completion.

6.16.7 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 Owner.

## **6.17 WORK SAFETY ON RAILROAD PROPERTY:**

6.17.1 The safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of the Work pursuant to this contract. As reinforcement and in

furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed while working on Alaska Railroad Corporation ("ARRC") property. Further railroad safety information may be obtained from the ARRC Safety Office at 907-265-2440. Safety information is also available on the ARRC website at [www.alaskarailroad.com](http://www.alaskarailroad.com).

6.17.2 In the event Contractor or its subcontractor will be performing construction or other activities on or in close proximity to a railroad track, the Contractor shall be responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection ("RWP") regulations (49 CFR 214, Subpart C). Under 49 CFR 214, Subpart C, railroad contractors are responsible for the training of their employees on these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any RWP related Work. Specific information on Railroad Safety Plans may be obtained from the ARRC Safety Office at 907-265-2440.

6.17.3 In the event Contractor will be performing construction or other activities on a railroad bridge, the provisions of 49 CFR 214 regarding bridge worker safety shall apply. All bridge related Work shall be conducted in strict compliance with the bridge worker safety standards set forth in 49 CFR 214 and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any bridge related Work.

6.17.4 Contractor shall arrange with ARRC to keep itself informed on the time of arrival of all trains and shall stop any of Contractor's or Subcontractor's operations which might be or cause a hazard to the safe passage of the train past the Work site from 10 minutes before the expected arrival of the train until it has passed or at any other time as directed by the flagman.

6.17.5 ARRC flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, an ARRC qualified flagman will provide a safety briefing prior to the commencement of the Work to discuss how and when protection from train traffic is to be provided. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, ARRC may require a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a one hour ARRC provided training course for Contractor's project supervisors prior to the initiation of Work on ARRC property.

6.17.6 The Contractor and/or Subcontractor shall arrange for ARRC flag protection when performing any Work within 20 feet of any track. All Work within 20 feet of the track shall cease when a train passes and all Contractor and Subcontractor employees shall maintain a distance of at least 20 feet from the track until the train has safely passed. In addition, any Work that could come within 20 feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within 20 feet of the tracks. Pile driving shall not be done when trains are passing the Work site. Vehicles and other construction equipment shall not be operated or parked closer than 20 feet from any track without ARRC flag protection.

6.17.7 Track outages require ARRC's prior approval. Prior to a proposed track outage, the Contractor shall submit a closure plan to ARRC for approval. The plan will describe the Work to be accomplished, the equipment, manpower and other resources required, and the schedule. Once approved by ARRC, the Contractor shall follow the plan. ARRC reserves the right to

assume control of the Work to reestablish rail service if the schedule is not met. Contractor shall bear all costs and damages which may result from failure to meet the closure schedule.

6.17.8 Whenever an ARRC flag person is required for performance of the Work, he or she will be provided by the ARRC at no expense to the Contractor. A minimum of 48 hours notice is required for ARRC flag protection.

## **6.18 EMERGENCIES:**

6.18.1 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 Owner, is obligated to act to prevent threatened damage, injury or loss.

6.18.2 The Contractor shall give the Owner prompt written notice if the Contractor believes that any significant changes in the Work or variations from 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 Owner.

## **6.19 SHOP DRAWINGS AND SAMPLES:**

6.19.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, the Contractor shall submit to the Owner 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 Owner 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 Owner to review the information as required.

6.19.2 The Contractor shall also submit to the Owner 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.

6.19.3 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.

6.19.4 At the time of each submission the Contractor shall give the Owner 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 Owner for review and Approval of each such variation.

6.19.5 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.

6.19.6 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 Owner in evaluating the proposed variation.

6.19.7 If the variation may result in a change of Contract Time or Amount, 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 Owner of his intent.

6.19.8 The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed variation.

6.19.9 The Owner may reject any variation request which the Owner determines is not in the best interest of the Owner.

## **6.20 SHOP DRAWING AND SAMPLE REVIEW:**

6.20.1 The Owner will review with reasonable promptness Shop Drawings and samples, but the Owner'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.

6.20.2 The review of a separate item as such will not indicate acceptance of the assembly in which the item functions.

6.20.3 The Contractor shall make corrections required by the Owner and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review.

6.20.4 The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner on previous submittals.

6.20.5 The Owner'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 Owner of each such variation at the time of submission as required by paragraph 6.19.4.

6.20.6 The Owner, 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.

6.20.7 No Approval by the Owner will 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.

6.20.8 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Owner's review of the pertinent submission will be at the sole expense and responsibility of the Contractor.

## **6.21 MAINTENANCE DURING CONSTRUCTION:**

6.21.1 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.

## **6.22 CONTINUING THE WORK:**

6.22.1 The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner.

6.22.2 No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the Contractor and the Owner may otherwise agree in writing.

### **6.23 CONSENT TO ASSIGNMENT:**

6.23.1 The Contractor shall obtain the prior written consent of the Owner to any proposed assignment of any interest in, or part of this Contract.

6.23.2 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.

6.23.3 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.

### **6.24 USE OF EXPLOSIVES:**

6.24.1 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.

6.24.2 The Contractor shall be responsible for all damage resulting from the use of explosives.

6.24.3 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked.

6.24.4 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.

6.24.5 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.

6.24.6 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.

### **6.25 CONTRACTOR'S RECORDS:**

6.25.1 Records of the Contractor and subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the Contract, must be kept on a generally recognized accounting system.

6.25.2 Such records must be available during normal Work hours to the Owner for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.

6.25.3 Payroll records must contain the name and address of each employee, his correct classification, social security number, rate of pay, daily and weekly number of hours of worked, deductions made, and actual wages paid and any other information required by the U.S. and/or State Department of Labor.

6.25.4 The Contractor and subcontractors shall make employment records available for inspection by the Owner 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.



6.25.5 Records of all communications between the Owner 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 Completion.

6.25.6 The Owner or its assigned representative may perform an audit of these records during normal work hours after written notice to the Contractor.

## **6.26 CONSTRUCTION QUALITY CONTROL PLAN:**

6.26.1 The Contractor shall establish and maintain an effective quality management system. The quality management system shall consist of plans, procedures, and the organization necessary to provide material, equipment, and workmanship to comply with the requirements of the contract documents. The system shall cover the proposed sequence of the work including both on-site and off-site operations. To meet this requirement, the Contractor shall prepare a Construction Quality Control (CQC) plan that addresses all quality control requirements specified in the contract documents. A complete, detailed CQC plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project. The CQC must be approved in writing by the Project Manager prior to proceeding with the Work. The Contractor shall not revise the CQC or the quality staffing levels or replace any of the key personnel specified therein without prior written approval from the Project Manager.

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

### **7.1 LAWS TO BE OBSERVED:**

7.1.1 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.

7.1.2 The Contractor shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall defend and indemnify the Owner 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.

7.1.3 Except where otherwise expressly required by applicable Regulatory Requirements, the Owner 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 the Contract. Proof of payment of these taxes is a condition precedent to Final payment by the Owner 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:**

7.3.1 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.

7.3.2 The Contractor and the Surety shall, defend, indemnify and save harmless the Owner and its agents, 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 Owner 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 SPECIFICATION AND DRAWINGS:**

7.4.1 If the Contractor observes that the Specification and Drawings supplied by the Owner are at variance with any Regulatory Requirements, Contractor shall give the Owner 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 Owner.

7.4.2 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 Owner, 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 Owner are in accordance with such Regulatory Requirements.

### **7.5 ACCIDENT PREVENTION:**

7.5.1 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:**

7.6.1 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and Owner representatives in strict accordance with the requirements of the State and local Boards of Health, OSHA or of other bodies or tribunals having jurisdiction.

### **7.7 BUSINESS REGISTRATION:**

7.7.1 The Contractor shall 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:**

7.8.1 All craft trades, architects, engineers and land surveyors, electrical administrators, explosive handlers, and welders employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, 08.52, and 08.99.

7.8.2 Provide copies of individual licenses within seven days following a request from the Owner.

#### **7.9 LOCAL BUILDING CODES:**

7.9.1 The Contractor shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including the obtaining of required permits.

#### **7.10 AIR QUALITY CONTROL:**

7.10.1 The Contractor shall comply with all applicable provision of AS 46.03.04 as pertains to Air Pollution Control.

#### **7.11 ARCHAEOLOGICAL OR PALEONTOLOGICAL DISCOVERIES:**

7.11.1 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 Owner.

7.11.2 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.

7.11.3 Should the Owner 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 WAGES AND HOURS OF LABOR:**

7.12.1 The Contractor shall submit certified payrolls bearing an original signature on a weekly or biweekly basis to the State Department of Labor as required by law, and shall comply with all other applicable labor reporting laws. The Contractor shall also submit certified payrolls bearing an original signature, along with those of its subcontractors, to the Owner on a weekly basis and shall retain copies of the payrolls for a minimum of three (3) years.

7.12.2 The Contractor shall be responsible for the submission and retention of certified payrolls of all of its subcontractors.

7.12.3 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 the Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed.

7.12.4 The Contractor and its subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor.

#### **7.13 THE FOLLOWING LABOR PROVISIONS SHALL ALSO APPLY TO THIS CONTRACT:**

7.13.1 The Contractor and his subcontractors shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in the Invitation to Bid, regardless of the contractual relationship between the Contractor or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the Work. The Owner shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field surveyors employed by the Contractor or Subcontractors the difference between the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and the rates of wages in fact received by laborers, mechanics or field surveyors.

#### **7.14 OVERTIME WORK HOURS AND COMPENSATION:**

7.14.1 Pursuant to 40 U.S.C. 327-330 and AS 23.10.060, 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.

7.14.2 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 Owner 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.

#### **7.15 COVENANT AGAINST CONTINGENT FEES:**

7.15.1 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.

7.15.2 For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in its discretion, to deduct such improper consideration from the Contract Amount or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **7.16 OFFICIALS NOT TO BENEFIT:**

7.16.1 No member of or delegate to the U.S. Congress, the State Legislature, or other State or Owner officials 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.

#### **7.17 PERSONAL LIABILITY OF PUBLIC OFFICIALS:**

7.17.1 In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Owner by the Contract, there will be no liability upon the Owner nor upon its agents or authorized as its 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 Owner.

### **8. ARTICLE 8 - OTHER WORK:**

#### **8.1 RELATED WORK AT SITE:**

8.1.1 The Owner 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 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 Owner and its agents 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 Amount or Contract Time, the Contractor shall notify the Owner of such required increase within fifteen (15) calendar days following receipt of the Owner's notice. Should the Owner find such increase(s) to be justified, a Change Order will be executed.

## **8.2 ACCESS, CUTTING, AND PATCHING:**

8.2.1 The Contractor shall afford each utility owner and any other contractor who is a party to such a direct contract with the Owner (or the Owner, if the Owner is performing the additional work with the Owner'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.

8.2.2 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 Owner.

8.2.3 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 Owner and other contractors.

## **8.3 DEFECTIVE WORK BY OTHERS:**

8.3.1 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 Owner, the Contractor shall inspect and promptly report to the Owner in writing any delays, defects or deficiencies in such Work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other Work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other Work.

## **8.4 COORDINATION:**

8.4.1 If the Owner contracts with others for the performance of other Work at the site, Owner will have authority and responsibility for coordination of the activities among the various contractors.

## **9. ARTICLE 9 - CHANGES:**

### **9.1 OWNER'S RIGHT TO CHANGE:**

9.1.1 Without invalidating the Contract and without notice to any Surety, the Owner 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:

9.1.1.1 In the Contract Documents;

9.1.1.2 In the method or manner of performance of the Work;

9.1.1.3 In Owner-furnished facilities, equipment, materials, services, or site;

9.1.1.4 Directing acceleration in the performance of the Work.

### **9.2 AUTHORIZATION OF CHANGES WITHIN THE GENERAL SCOPE:**

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

9.2.1.1 Directive (pursuant to paragraph 9.3)

9.2.1.2 A Change Order (pursuant to paragraph 9.4)

9.2.1.3 Owner's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the Contractor as required by paragraph 6.19.4.

### **9.3 DIRECTIVE:**

9.3.1 The Owner shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.7).

9.3.2 The Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Time and are consistent with the overall intent of the Contract Documents.

9.3.3 The Owner may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.

9.3.4 The Owner may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.18).

9.3.5 Upon the issuance of a directive to the Contractor by the Owner, the Contractor shall immediately 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 Amount or an extension of Contract Time, the Contractor shall immediately provide written notice to the Owner depicting such increases before proceeding with the directive, except in the case of an emergency.

9.3.7 If the Owner finds the increase in Contract Amount or the extension of Contract Time justified, a Change Order will be issued.

9.3.8 If however, the Owner does not find that a Change Order is justified, the Owner may direct the Contractor to proceed with the Work.

9.3.9 The Contractor shall cooperate with the Owner in keeping complete daily records of the cost of such Work.

9.3.10 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 paragraph 10.4.

#### **9.4 CHANGE ORDER:**

9.4.1 A change in Contract Time, Contract Amount, or responsibility may be made for changes within the scope of the Work only by Change Order.

9.4.2 Upon receipt of an executed Change Order, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided.

9.4.3 Changes in Contract Amount and Contract Time shall be made in accordance with Articles 10 and 11.

#### **9.5 SHOP DRAWING VARIATIONS:**

9.5.1 Variations by Shop Drawings shall only be eligible for consideration under paragraph 9.4 when the conditions affecting the price, time, or responsibility are identified by the Contractor in writing and a request for a Change Order is submitted as per paragraph 6.19.7.

#### **9.6 CHANGES OUTSIDE THE GENERAL SCOPE; SUPPLEMENTAL AGREEMENT**

9.6.1 Any change which is outside the general scope of the Contract, as determined by the Owner, must be authorized by the appropriate representatives of the Owner and the Contractor.

#### **9.7 UNAUTHORIZED WORK:**

9.7.1 The Contractor shall not be entitled to an increase in the Contract Amount 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 6.18 and except in the case of uncovering Work as provided in paragraph 12.4.4.

#### **9.8 NOTIFICATION OF SURETY:**

9.8.1 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 Amount 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 6.18), notify the Owner in writing of:

9.9.1.1 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

9.9.1.2 unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

9.9.2 The Owner shall promptly investigate the conditions, and if the Owner 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.

9.9.3 Any claim for additional compensation by the Contractor under this clause shall be made in accordance with Article 15 and shall not be allowed unless the Contractor has first given the notice required by this Contract.

9.9.4 In the event that the Owner 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.

9.9.5 Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Owner shall be given the opportunity to supervise and check the keeping of such records.

#### **9.10 VALUE ENGINEERING PROPOSALS BY THE CONTRACTOR:**

9.10.1 Proposals may be submitted to the Owner for modifying the plans, specifications, or other requirements of the Contract for the sole purpose of reducing the total costs of construction without impairing in any manner the essential functions or characteristics of the project, including service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance or design and safety standards. After execution of the Contract, an initiative may be recommended by the Contractor or, if applicable, sponsoring governmental agency. The initiative must be identified as a Value Engineering Proposal (VEP), and may include modifications to the plans or specifications, construction phasing or procedures, or other contract requirements. Any cost savings generated to the Contract as a result of VEP offered by the Contractor and approved by Owner will be shared equally between the Contractor and Owner as specified in paragraph 9.14. Bid prices are not to be based on the anticipated approval of a VEP. If a VEP is rejected, the Contract shall be completed in accordance with the original terms of the Contract or as otherwise modified. Any decision whether to approve or accept a VEP shall be within the sole discretion of Owner. Owner will bear no liability for any delay in considering a VEP, the refusal to accept or approve such a proposal, or any other matter connected with a VEP.

#### **9.11 SUBMITTAL & REVIEW OF VEP CONCEPT OR IDEA:**

9.11.1 The Contractor shall initially submit a brief letter proposal with graphics to Owner to illustrate the concept or idea. The Contractor shall indicate whether adequate time is available in its schedule for formal submittal and review prior to VEP implementation.

9.11.2 Owner will review the concept or idea within ten days of the Contractor's initial submittal and inform the Contractor in writing whether the concept or idea has merit and should be submitted as a formal VEP.

9.11.3 If Owner determines that the time for response is indicated in the Contractor's letter proposal is insufficient for review, Owner may choose to evaluate the need for a noncompensable time extension to the Contract. Its evaluation will be based on the additional time needed by the Owner for its review and the effect on the Contractor's schedule occasioned by the added time. The need for such a time extension will be evaluated in accordance with Article 11.



## **9.12 FORMAL SUBMITTAL OF THE VEP:**

9.12.1 Within 30 days after Owner has determined the VEP concept or idea has merit, the Contractor shall formally submit a proposal. The proposal shall include sufficient data for Owner to make an informed decision regarding the proposal and shall include, at a minimum, the following information:

9.12.1.1 A statement that the Proposal is submitted as a VEP.

9.12.1.2 A description of the difference between the existing contract and the proposed change and the advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance and safety.

9.12.1.3 A complete set of plans and specifications showing the proposed revisions relative to the original contract features and requirements supported by design computations as necessary for a thorough and expeditious evaluation.

9.12.1.4 A complete analysis indicating the final estimated costs and quantities to be replaced by the VEP compared to the new costs and quantities generated by the VEP.

9.12.1.5 A statement specifying the date by which a Change Order adopting the VEP must be executed to obtain the maximum cost reduction.

9.12.1.6 A statement detailing the effect the VEP will have on the time for completing the Contract.

9.12.1.7 A description of any previous use or testing of the VEP and the conditions and results. If the VEP was previously submitted on another Owner project, indicate the date, contract number, and the action taken by Owner.

9.12.1.8 A detailed statement indicating the costs for developing the changes, along with the costs for preparing the value engineering joint proposal.

## **9.13 VEP CONDITIONS:**

9.13.1 Value Engineering Proposals will be considered only when all of the following conditions are met:

9.13.1.1 A VEP, approved or not approved by Owner applies only to the contract on which is it submitted. A submitted VEP becomes the property of Owner. The VEP shall contain no restrictions imposed by the Contractor on its use or disclosure. Owner has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the VEP. Owner retains the right to use any accepted VEP or part thereof on other projects without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

9.13.1.2 If Owner is already considering certain revisions to the Contract or has considered or approved changes in the Contract of a like nature on other contracts which are subsequently incorporated in a VEP, Owner may reject the VEP and may change the Contract without obligation to the Contractor.

9.13.1.3 The Contractor shall have no claim for additional costs or delays resulting from the rejection of a VEP, including development costs, loss of anticipated profits, increased material or labor costs except as allowed in paragraph 9.14.

9.13.1.4 Owner will determine if a VEP qualifies for consideration and evaluation. It may reject any VEP that requires excessive time or costs for review, evaluation or investigation, or that is not consistent with Owner's design policies and criteria for the project.

9.13.1.5 Owner will reject all or any portion of work performed under an approved VEP if unsatisfactory results are obtained. The Owner will direct the removal of rejected work and require construction to proceed under the original contract requirements without reimbursement for rejected work performed under the VEP, or for its removal. Where modifications to the VEP are approved to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the contract bid prices as if it were constructed under the original contract requirements. The rejection or limitation of reimbursement shall not constitute the basis of any claim against Owner for delay or for other costs.

9.13.1.6 The proposed work shall not contain experimental features but shall contain features that have been used under similar or acceptable conditions on other projects or locations acceptable to Owner.

9.13.1.7 VEPs will not be considered if equivalent options are already provided in the Contract.

9.13.1.8 The savings generated by the VEP must be sufficient to warrant a review and processing. A savings resulting solely from the elimination or reduction in quantity of a single bid item will not be considered as a VEP. A savings resulting from the elimination or reduction in quantity of a bid item specified as part of a VEP will be considered.

9.13.1.9 Additional information needed to evaluate VEPs shall be provided in a timely manner. Untimely submittals of additional information will result in rejection of the VEP. Where design changes are proposed, the additional information could include results of field investigations and surveys, design computations, and field change sheets.

9.13.1.10 The Contractor may submit VEPs for an approved subcontractor. Reimbursement will be made to the Contractor. Subcontractors may not submit a VEP except through the Contractor.

9.13.1.11 The Contractor shall ensure the VEP is sealed by an Alaska Registered Engineer.

#### **9.14 VEP ACCEPTANCE, REJECTION & PAYMENT:**

9.14.1 Within 30 days of the Contractor's formal submission of the VEP, Owner will accept or reject the VEP.

9.14.2 The Contractor will be notified in writing by the Owner as to whether the proposal has been accepted. The decision by Owner is final and shall not be subject to the provisions of Article 15.

9.14.3 If the VEP is rejected, Owner will share equally in the Contractor's costs for developing and presenting the proposal, and the Contractor will share equally in the cost to Owner for investigating and evaluating the proposal. A Change Order will be executed to adjust the Contract Amount for the net increase or decrease in monies resulting from the Contractor's development costs as listed above in paragraph 9.12.1.8, and Owner's evaluation costs. The Change Order will terminate Owner's review of the VEP.

9.14.4 If the VEP is accepted in whole or part, the necessary contract modifications and contract price adjustments will be made by the execution of a Change Order which will specifically state that it is executed pursuant to the provisions of this subsection. Owner will be

the sole judge of the acceptability of a VEP and of the estimated net savings in construction costs from the adoption of all or any part of the VEP.

9.14.5 The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the VEP has been executed, or until the Contractor has been given written acceptance or rejection by the Owner.

9.14.6 The executed Change Order shall incorporate the changes in the plans, specifications, or other requirements of the Contract which are necessary to permit the VEP, or such part of it which has been accepted, to be put into effect, and shall include any conditions upon which Owner's approval thereof is based. The executed Change Order shall extend or decrease the Contract Time if required by Owner.

9.14.7 The executed Change Order shall provide that the Contractor be paid 50% of the net savings amount as reflected by the difference between the cost of the revised work and the cost of the related construction required by the original contract computed at contract bid prices. The net savings will take into account the Contractor's cost of developing the VEP and implementing the change, and reducing this amount by Owner's cost for investigating and evaluating the VEP, including any ascertainable collateral costs to Owner. Such collateral costs may include increased costs for maintenance, operation, related work items, additional work items, or elements of related or additional work items.

9.14.8 The executed Change Order shall also provide for the adjustment of the Contract Amount. The Contract Amount shall be adjusted by subtracting Owner's share of the accrued net savings.

9.14.9 The amount specified to be paid to the Contractor in the executed Change Order shall constitute full compensation to the Contractor for the VEP and the performance of the work thereof pursuant to the said Change Order.

## **10. ARTICLE 10 - CONTRACT AMOUNT; COMPUTATION AND CHANGE:**

### **10.1 CONTRACT AMOUNT:**

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

### **10.2 CLAIM FOR CHANGE IN CONTRACT AMOUNT:**

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

### **10.3 CHANGE ORDER PRICE DETERMINATION:**

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

10.3.2 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 paragraph 10.9).

10.3.3 By mutual acceptance of a lump sum price which includes overhead and profit.

10.3.4 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).

#### **10.4 COST OF THE WORK:**

10.4.1 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.

10.4.2 Except as otherwise may be agreed to in writing by the Owner, 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 paragraph 10.5:

10.4.2.1 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 Owner and the Contractor.

10.4.2.2 Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

10.4.2.3 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.

10.4.2.4 Such employees shall include superintendents and foremen at the site.

10.4.2.5 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 Owner.

10.4.2.6 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 Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

10.4.2.7 Payments made by the Contractor to subcontractors for Work performed by subcontractors. If required by the Owner, Contractor shall obtain competitive quotes from subcontractors or suppliers acceptable to the Contractor and shall deliver such quotes to the Owner 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's Cost of the Work shall be determined in the same manner as the Contractor's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.2.8 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.

10.4.2.9 Supplemental costs including the following:

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

10.4.2.9.2 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.

10.4.2.9.3 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 Owner 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.

10.4.2.9.4 Sales, consumer, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by Regulatory Requirements.

10.4.2.9.5 Fees for permits and licenses.

10.4.2.9.6 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 Owner. 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 in accordance with paragraph 10.6.

10.4.2.9.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.2.9.8 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.

10.4.2.9.9 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 Owner in accordance with Article 5.

## **10.5 EXCLUDED COSTS:**

10.5.1 The term Cost of the Work shall not include any of the following:

10.5.1.1 Payroll costs and other compensation of Contractor's officers, executives, principles (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 10.4.2.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

10.5.1.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

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

10.5.1.4 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 10.4.2.9.9 above).

10.5.1.5 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.

10.5.1.6 Costs for the use of small tools having a value of five hundred dollars (\$500) or less.

10.5.1.7 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:**

10.6.1 The Contractor's Fee allowed to Contractor for overhead and profit shall be a mutually agreed upon fixed fee, or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.1.1 For costs incurred under subparagraphs 10.4.2.1 through 10.4.2.6, the Contractor's Fee shall be 15%;

10.6.1.2 For costs incurred under subparagraphs 10.4.2.7, 10.4.2.8 and 10.4.2.9, the Contractor's Fee shall be 10%; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Contractor on account of overhead and profit of all subcontractors shall be 10%;

10.6.2 No fee shall be payable on the basis of costs itemized under paragraph 10.5;

10.6.3 The amount of credit to be allowed by the Contractor to the Owner 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 a mutually agreed upon amount or if none can be agreed upon, then an amount equal to 5% of the net decrease; and

10.6.4 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 subparagraphs 10.6.1.1. and 10.6.1.2.

## **10.7 COST BREAKDOWN:**

10.7.1 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 Owner an itemized cost breakdown together with supporting data.

## **10.8 CASH ALLOWANCES:**

10.8.1 It is understood the Contractor has included in the Contract Amount 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 Owner. Contractor agrees that:

10.8.1.1 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

10.8.1.2 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 Amount 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 Amount 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 Amount 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.

10.9.2 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 Amount.

10.9.3 Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Owner in accordance with paragraph 10.10.

10.9.4 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.

10.9.5 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.

10.9.6 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.

10.9.7 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:

10.9.7.1 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 Amount, is increased by more than 25% 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 the portion of the Work above 125% of the quantity stated in the bid schedule.

10.9.7.2 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 Amount, is decreased by more than 25% 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% of the amount originally bid for the item.

## **10.10 DETERMINATIONS FOR UNIT PRICES:**

10.10.1 The Owner will determine the actual quantities and classifications of Unit Price Work performed by the Contractor .

10.10.2 The Owner will review with the Contractor preliminary determinations on such matters before certifying the prices on the Bid Schedule.

10.10.3 The Owner's certification thereon will be final and binding on the Contractor, unless, within ten days after the date of any such decision, the Contractor delivers to the Owner written notice of intention to appeal from such a decision.

## **11. ARTICLE 11 - CONTRACT TIME; COMPUTATION & CHANGE:**

### **11.1 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

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

### **11.2 STARTING THE WORK:**

11.2.1 No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify the Owner 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 Owner, 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 Days basis, all Work under the Contract shall be completed within the number of Calendar Days specified.

11.3.2 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.

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

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

### **11.4 TIME CHANGE:**

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

### **11.5 EXTENSION DUE TO DELAYS:**

11.5.1 The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated or actual damages because of any 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 Owner in contractual capacity, acts of another contractor in the performance of a contract with the Owner, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of subcontractors or suppliers due to such causes.

11.5.2 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.

11.5.3 The Owner 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:**

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



## **11.7 REASONABLE COMPLETION TIME:**

11.7.1 It is expressly understood and agreed by and between the Contractor and the Owner 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:**

11.8.1 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 damages for delay shall be paid by the Contractor or his Surety to the Owner 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 Contract Time required by the Contract, or any extension thereof. If such amount of liquidated damages is not established by the Contract Documents, then the Contractor and his Surety shall be liable to the Owner for any actual damages occasioned by such delay.

11.8.2 The Contractor acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the Owner will sustain by reason of delayed completion. These liquidated damages are intended as compensation for losses difficult to estimate, and include those items enumerated in the Supplementary Conditions.

11.8.3 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 the Owner's costs, fees, and charges related to re-procurement.

11.8.4 If a default termination occurs, the Contractor or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.9.

## **12. ARTICLE 12 - QUALITY ASSURANCE:**

### **12.1 WARRANTY AND GUARANTY:**

12.1.1 The Contractor warrants and guarantees to the Owner that all Work will be in accordance with the Contract Documents and will not be Defective.

12.1.2 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:**

12.2.1 The Owner and the Project Managers, 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 Owner timely notice of readiness of the Work for all required inspections, tests or Approvals.

12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Owner the required certificates of inspection, testing or Approval.

12.3.3 The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner'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.

12.3.4 The cost of all inspections, tests and Approvals in addition to the above which are required by the Contract Documents shall be paid by the Contractor.

12.3.5 The Owner may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the Contractor's expense.

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

12.3.7 Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner timely notice of Contractor's intention to cover the same and the Owner has not acted with reasonable promptness in response to such notice.

12.3.8 Neither observations nor inspections, test or Approvals by the Owner of 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 Owner, it must, if requested by the Owner, be uncovered for the Owner's observation and replaced at the Contractor's expense.

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

12.4.3 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 professional) and the Owner shall be entitled to an appropriate decrease in the Contract Amount.

12.4.4 If, however, such Work is not found to be Defective, the Contractor shall be allowed an increase in the Contract Amount or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

#### **12.5 OWNER MAY STOP THE WORK:**

12.5.1 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 Owner 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 Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

#### **12.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

12.6.1 If required by the Owner, 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 Owner, 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 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:**

12.7.1 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 Owner and in accordance with the Owner's written instructions, either correct such Defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with conforming Work.

12.7.2 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 Owner 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.

12.7.3 In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the Owner before Substantial Completion of all the Work, the correction period for the item may begin on an earlier date if so provided in the Specifications or by Change Order.

12.7.4 Provisions of this paragraph are not intended to shorten the Statute of Limitations for bringing an action.

## **12.8 ACCEPTANCE OF DEFECTIVE WORK:**

12.8.1 Instead of requiring correction or removal and replacement of Defective Work, the Owner may accept Defective Work, and in this event, the Contractor shall bear all direct, indirect and consequential costs attributable to the Owner'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).

12.8.2 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 Owner shall be entitled to an appropriate decrease in the Contract Amount.

12.8.3 If the Owner has already made Final payment to the Contractor, an appropriate amount shall be paid by the Contractor or his Surety to the Owner.

## **12.9 OWNER MAY CORRECT DEFECTIVE WORK:**

12.9.1 If the Contractor fails within a reasonable time after written notice from the Owner to proceed to correct Defective Work or to remove and replace rejected Work as required by the Owner 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 Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the Owner shall proceed expeditiously.

12.9.2 To the extent necessary to complete corrective and remedial action, the Owner 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 tool, 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 Owner has paid the Contractor but which are stored elsewhere, the Contractor shall allow the Owner and his authorized representatives such access to the site as may be necessary to enable the Owner to exercise the rights and remedies under this paragraph.

12.9.3 All direct, indirect and consequential costs of the Owner or its agents 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 Owner shall be entitled to an appropriate decrease in the Contract Amount.

12.9.4 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 cost of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of the Contractor's Defective Work.

12.9.5 The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

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

#### **13.1 SCHEDULE OF VALUES:**

13.1.1 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 Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### **13.2 PRELIMINARY PAYMENTS:**

13.2.1 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 Contract Documents. 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 Amount as stated in the Contract.

#### **13.3 APPLICATION FOR PROGRESS PAYMENT:**

13.3.1 The Contractor shall submit to the Owner 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 required by the Contract Documents.

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

#### **13.4 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:**

13.4.1 Owner will, either indicate in writing a recommendation of payment, or return the Application for Payment to the Contractor indicating in writing the Owner's reasons for refusing to recommend payment.

13.4.2 If the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment.

#### **13.5 STORED MATERIALS AND EQUIPMENT:**

13.5.1 If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner 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 Owner's interest therein, all of which will be satisfactory to the Owner.

13.5.2 No payment will be made for perishable materials that could be rendered useless because of long storage periods.

13.5.3 No progress payment will be made for living plant materials until planted.

13.5.4 The payment may be reduced by an amount equal to transportation and handling cost if the materials are stored offsite, in a remote location, or will require special handling.

### **13.6 CONTRACTOR'S WARRANTY OF TITLE:**

13.6.1 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 Owner no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

### **13.7 WITHHOLDING OF PAYMENTS:**

13.7.1 The Owner 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:

13.7.2 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.

13.7.3 The Contract Amount has been reduced by Change Order.

13.7.4 The Owner has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.

13.7.5 The Owner's actual knowledge of the occurrence of any of the events enumerated in subparagraphs 14.2.1.1 through 14.2.1.11 inclusive.

13.7.6 Claims have been made against the Owner or against the funds held by the Owner on account of the Contractor's actions or inactions in performing this Contract, or there are other items entitling the Owner to a set off.

13.7.7 Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.

13.7.8 The Contractor has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

### **13.8 RETAINAGE:**

13.8.1 At any time the Owner 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.

13.8.2 This retainage may be released at such time as the Owner finds that satisfactory progress is being made.

### **13.9 REQUEST FOR RELEASE OF FUNDS:**

13.9.1 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 Owner, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured.

13.9.2 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.

13.9.3 Following such a submittal by the Contractor, the Owner 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:**

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

13.10.2 Within a reasonable time thereafter, the Owner, the Contractor and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion.

13.10.3 If the Owner does not consider the Work substantially complete, the Owner will notify the Contractor in writing giving the reasons therefore. If the Owner considers the Work substantially complete, the Owner will within fourteen days execute and deliver to the Contractor a certificate of Substantial Completion with a tentative list of items to be completed or corrected.

13.10.4 At the time of delivery of the certificate of Substantial Completion the Owner 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.

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

### **13.11 ACCESS FOLLOWING SUBSTANTIAL COMPLETION:**

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

### **13.12 FINAL INSPECTION:**

13.12.1 Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Owner will make a Final inspection with the Contractor and appropriate Consultants and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective.

13.12.2 The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

13.12.3 The Contractor shall pay for all costs incurred by the Owner resulting from re-inspections.

### **13.13 FINAL APPLICATION FOR PAYMENT:**

13.13.1 After the Contractor has completed all such corrections to the satisfaction of the Owner 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 Owner has indicated that the Work is acceptable (subject to the provisions of paragraph 13.16), the Contractor may make application for Final payment following the procedure for progress payments.

13.13.2 The Application for Final Payment shall be accompanied by all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents.

### **13.14 FINAL PAYMENT AND FINAL COMPLETION:**

13.14.1 If on the basis of the Owner's observation of the Work during construction and Final inspection, and the Owner's review of the Application for Final Payment and accompanying documentation all as required by the Contract Documents, the Owner is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Owner will process Application for Final Payment.

13.14.2 Otherwise, the Owner will return the Application for Final 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 Application for Final Payment.

13.14.3 If, through no fault of the Contractor, Final Completion of the Work is significantly delayed, the Owner 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 Owner for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.8, 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 Owner with the application for such payment.

13.14.4 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:**

13.15.1 Following receipt of the Contractor's Release with no exceptions, and certification that laborers, subcontractors and material men have been paid, certification of payment of payroll and revenue taxes, and Final payment to the Contractor, the Owner will issue a letter of Final Acceptance, releasing the Contractor from further obligations under the Contract, except as provided in paragraph 13.16.

### **13.16 CONTRACTOR'S CONTINUING OBLIGATION:**

13.16.1 The Contractor's obligation to perform and complete the Work and pay all laborers, subcontractors, and material men in accordance with the Contract Documents shall be absolute.

13.16.2 Neither any progress or Final payment by the Owner, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner 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 Owner 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:**

13.17.1 The making and acceptance of Final payment will constitute a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

### **13.18 NO WAIVER OF LEGAL RIGHTS:**

13.18.1 The Owner shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective.

13.18.2 The Owner shall not be precluded or estopped, not with standing 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 Contractor's failure to comply with requirements of the Contract Documents.

13.18.3 Neither the acceptance by the Owner, or any representative of the Owner, 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 Owner, shall operate as a waiver of any portion of the Contract or of the power herein reserved, or of any right to damages.

13.18.4 A waiver by the Owner of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

**13.19 DEDUCTIONS:**

13.19.1 The Owner may deduct from the amount of any payment made to the Contractor any sums owed to the Owner by the Contractor including but not limited to:

- 13.19.1.1 Past due sales tax,
- 13.19.1.2 port and harbor fees,
- 13.19.1.3 property tax or rent.

13.19.2 Before making any such deductions, the Owner shall have provided Contractor written notice of the amount claimed by the Owner to be due and owing from the Contractor.

**14. ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION:**

**14.1 OWNER MAY SUSPEND WORK:**

14.1.1 The Owner 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 Amount or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in Article 15.

14.1.2 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.

14.1.3 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 CONTRACTOR:**

14.2.1 If the Contractor:

14.2.1.1 Fails to begin the Work under the Contract within the time specified in the Contract Documents, or

14.2.1.2 Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or

14.2.1.3 Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work.

14.2.1.4 Discontinues the prosecution of the Work, or

14.2.1.5 Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or

14.2.1.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363, or

14.2.1.7 Allows any final judgment to stand against him unsatisfied for period of 60 days, or

14.2.1.8 Makes an assignment for the benefit of creditors without the consent of the Owner, or

14.2.1.9 Disregards Regulatory Requirements of any public body having jurisdiction, or

14.2.1.10 Otherwise violates in any substantial way any provisions of the Contract Documents, or



14.2.1.11 For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Owner 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 Owner may, upon written notification to the Contractor or Surety 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.

14.2.3 The Owner 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 Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner may deem expedient.

14.2.4 The Owner 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 Owner are required for the completion of said Contract in an acceptable manner.

14.2.5 The Owner 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 Owner 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.

14.2.6 The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the Owner 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.

14.2.7 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.

14.2.8 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 Owner 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.

14.2.10 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 Owner and any amounts due to persons for whose benefit the Owner has withheld funds, such excess shall be paid by the Owner to the Contractor.

14.2.11 If the damages, costs, and expenses due the Owner exceed the unpaid balance, the Contractor and his Surety shall pay the difference.

14.2.12 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:**

14.3.1 Where the Contractor's services have been so terminated by the Owner, the termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue.

14.3.2 Any retention or payment of moneys due the Contractor by the Owner will not release the Contractor from liability.

### **14.4 CONVENIENCE TERMINATION:**

14.4.1 The performance of the Work may be terminated by the Owner in accordance with this section in whole or in part, whenever, for any reason the Owner shall determine that such termination is in the best interest of the Owner.

14.4.2 Any such termination shall be effected by delivery to the Contractor of a Notice of Termination, specifying termination is for the convenience of the Owner the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

14.4.3 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Owner the Contractor shall:

14.4.3.1 Stop Work on the date and to the extent specified in the Notice of Termination;

14.4.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;

14.4.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

14.4.3.4 With the written Approval of the Owner, 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;

14.4.3.5 Submit to the Owner 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 Owner;

14.4.3.6 Transfer to the Owner 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 Owner;

14.4.3.7 Take such action as may be necessary, or as the Owner 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 Owner has or may acquire any interest.

14.4.4 The Contractor shall proceed immediately with the performance of the above obligations.

14.4.5 When the Owner 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 the Basis of Payment clause of the Contract.

14.4.6 Materials required for completion and on hand but not incorporated in the Work will be paid for at cost plus 15% with materials becoming the property of the Owner or the Contractor may retain title to the materials and be paid an agreed upon lump sum.

14.4.7 Materials on order shall be canceled, and the Owner shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges.

14.4.8 The Contractor shall be paid 10% of the cost, freight not included, of materials canceled, and direct expenses only for Contractor chartered freight transport which cannot be canceled without charges, to the extent that the Contractor can establish them.

14.4.9 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 Owner.

14.4.10 Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

14.4.11 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within the 90 day period.

14.4.12 Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor so determined.

14.4.13 The Contractor and the Owner 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 the Work pursuant to paragraph 14.4.

14.4.14 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 Owner 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 Owner 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:

14.4.14.1 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;

14.4.14.2 So far as not included 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;

14.4.14.3 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.

14.4.15 The Contractor shall have the right of appeal under the Owner's claim procedures, as defined in Article 15, for any determination made by the Owner, except if the Contractor has failed to submit his claim within the time provided and has failed to request an 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:

14.4.15.1 All previous payments made to the Contractor for the performance of Work under the Contract prior to termination;

14.4.15.2 Any claim for which the Owner may have against the Contractor;

14.4.15.3 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 Owner; and,

14.4.15.4 All progress payments made to the Contractor under the provisions of this section.

14.4.16 Where the Work has been terminated by the Owner said termination shall not affect or terminate any of the rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue because of a default.

14.4.17 Any retention or payment of monies by the Owner due to the Contractor under the terms of the Contract shall not release the Contractor or his Surety from liability.

14.4.18 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 Owner 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 this Contract and relating to the Work terminated hereunder.

## **15. ARTICLE 15 - CLAIMS AND DISPUTES:**

### **15.1 NOTIFICATION:**

15.1.1 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.

15.1.2 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.

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

15.1.4 Receipt of the Claim will be acknowledged in writing by the Project Manager.

15.1.5 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.

15.1.6 The Contractor shall in any case continue diligent performance of the Contract.

### **15.2 PRESENTING CLAIM:**

15.2.1 The Claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

15.2.1.1 The act, event or condition giving rise to the claim.

15.2.1.2 The Contract provisions which apply to the claim and under which relief is provided.

15.2.1.3 The item or items of Contract Work affected and how they are affected.

15.2.1.4 The specific relief requested, including additional Contract Time if applicable, and the basis upon which it was calculated.

### **15.3 CLAIM VALIDITY, ADDITIONAL INFORMATION, & PROJECT MANAGER'S ACTIONS:**

15.3.1 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.

15.3.2 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.

15.3.3 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.

15.3.4 The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Owner for formal written decision.

**15.4 OWNER'S DECISION:**

15.4.1 The Contractor will be furnished the Owner's Decision within the next 90 days, unless additional information is requested by the Owner.

15.4.2 The Owner's Decision is final and conclusive unless fraudulent as to the Claim.

**15.5 NOTICE OF APPEAL:**

15.5.1 Within 14 days of receipt of the Owner's Decision, the Contractor may deliver a Notice of Appeal to the Owner in accordance with ARRC Procurement Rule 1800.13 and request a hearing.

15.5.2 The Notice of Appeal shall include specific exceptions to the Owner's Decision, including specific provisions of the Contract, which the Contractor intends to rely upon in the appeal.

15.5.3 General assertions that the Owner's Decision is contrary to law or to fact are not sufficient.

**15.6 OWNER'S DECISION ON APPEAL:**

15.6.1 The decision of the Owner on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later.

15.6.2 The time limits given above may be extended by mutual consent.

15.6.3 The decision of the Owner on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

**16. ARTICLE 16 - MISCELLANEOUS:**

**16.1 GOVERNING LAW:**

16.1.1 This Contract shall be governed by the laws of the State of Alaska and the provisions of ARRC's Procurement Rules.

**16.2 CONTRACT CLAUSES:**

16.2.1 If any contract clause is declared null and void, then all other clauses shall remain in force.

**16.2 CONTRACT CLAUSES:**

16.2.1 If any contract clause is declared null and void, then all other clauses shall remain in force.

## **APPENDIX F – SUPPLEMENTARY CONDITIONS**

Unless noted otherwise herein, the 2020 edition of the Alaska Department of Transportation and Public Facilities **Standard Specifications for Highway Construction** shall be referenced as the **SSHC**. The aforementioned reference manual can be found at:

<http://dot.alaska.gov/stwddes/dcsspecs/assets/pdf/hwyspecs/sshc2020.pdf>

Any reference to any Section or Subsection of the Division 100 (e.g.: *Section 105, 109-1.02, etc.*) of the SSHC is null and void. Both the General and Supplementary Conditions adopted herein have replaced Division 100 of the SSHC in its entirety.

When referenced:

- **Owner's authorized representative:** shall be as described under General Condition Paragraph 2.1 **AUTHORITIES AND LIMITATIONS:** in addition to Supplementary Condition SC-05.01 **Authority of the Owner's authorized representative.**
- **Owner:** shall be as described under General Condition 1. **ARTICLE 1 - DEFINITIONS.**

In the event of a conflict between these Supplementary Conditions and the General Conditions (Construction) found in Appendix E herein, the General Conditions (Construction) will take precedence over these Supplementary Conditions, in accordance with General Condition Paragraph 3.6 **DISCREPANCY - ORDER OF PRECEDENCE.**

### **SC-01 – Measurement and Payment**

#### **SC-01.01 General.**

Wherever the Contract provides that certain work is subsidiary or it is without extra compensation, the payment for that work is included in the payment for other items of work, and no further or additional payment shall be made for that work.

When more than one type of material or work is specified for a pay item, the proposal line number, the item number, and the item description are used to differentiate the material or work.

Lump sum items will not be measured for payment. The Contractor shall accept the bid amount for a lump sum item as complete payment for all work necessary to complete that item. Quantities shown for lump sum items are approximate. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless the Contract specifically states otherwise.

#### **SC-01.02 Measurement of Quantities.**

All work completed under the Contract will be measured using the U.S. Customary system of measure. The Owner's authorized representative may agree for purposes of making progress payments to use a method of measurement other than the methods described below. However, all final payments for quantities will be calculated using one or more of the methods of measurement described below and in the applicable pay item section. Unless otherwise specified, work will be measured as follows:

1. Acre (43,560 ft<sup>2</sup>). Horizontally, unless specified on the ground surface. No deductions will be made for individual fixtures with an area of 500 ft<sup>2</sup> or less.
2. Contingent Sum. Measured as specified in the Contract or Directive authorizing the work. The method of payment may include: (1) a lump sum basis, (2) a price multiplied by the units of work performed, (3) a pay adjustment based on the quality of work, or (4) a deduction from the contract amount.
3. Cubic Yard (yd<sup>3</sup>). At the location specified using method a, below. Methods b through e may be used with written approval of the Owner's authorized representative.
  - a. Average End Area. End area is the calculated area between original ground cross section and either the design cross section or at the Owner's authorized representative's discretion the final cross section. Volume of material is calculated using the average of end areas multiplied by the distance along centerline between end areas. In extreme cases where most of the earthwork lies along a single horizontal curve the Owner's authorized representative may compute volume using the average of end areas multiplied by the distance along centroid of cross section between end areas.
  - b. Three-Dimensional. Where it is impractical to measure material by cross sectioning due to erratic location of isolated deposits, acceptable methods involving three-dimensional measurements may be used.
  - c. Neat Line. Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.
  - d. Nominal. Volume calculated as nominal width times nominal thickness times the average length of each piece.
  - e. Weight. With the Owner's authorized representative's written approval, material that is specified to be measured by volume may be weighed and converted to volume for payment purposes. The Owner's authorized representative will determine the appropriate conversion factors. When liquid asphalt is a pay item, ASTM D4311 will be used to convert from weight to volume at 60 °F.
4. Cubic Yard Vehicle Measure (CYVM). Material measured by volume in the hauling vehicle will be measured at the point of delivery. Vehicles may be of any acceptable size or type provided that the volume of the actual contents may be readily and accurately determined. Vehicles shall be loaded to the measured vehicle volume. If vehicles are not loaded to the measured vehicle volume, the Owner's authorized representative at their discretion, may apply a percentage of full factor to the measured volume. Loads shall be leveled when directed. No payment will be made for loads that exceed the legal capacity of the vehicle.
5. Linear Foot (LF). From end to end, in place, parallel to the centerline of the item or ground surface on which the items are placed.
6. Thousand Feet Board Measure (MBM). Nominal volume based on nominal widths and thickness times actual extreme length of each piece. One thousand feet board measure = 1,000 ft<sup>2</sup> (x) 1 inch thick.
7. Thousand Gallon (MGal). By using method a, below. Methods b or c may be used with written approval of the Owner's authorized representative.

- a. Measured or calibrated volume tank;
  - b. Metered volume, using a certified calibrated meter; or
  - c. Weighed under this Subsection and converted to volume, using a specified or approved conversion factor.
8. Mile. From end to end, measured horizontally along centerline.
9. Pound. Using a certified scale or the net weight of packaged material as labeled by the manufacturer. The Owner's authorized representative will accept nominal weights for standard manufactured items, unless otherwise specified. The Owner's authorized representative will accept industry-established manufacturing tolerances, unless otherwise specified.
10. Square Foot (ft<sup>2</sup>). Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 ft<sup>2</sup> or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Owner's authorized representative.
11. Square Yard (yd<sup>2</sup>). Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 yd<sup>2</sup> or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Owner's authorized representative.
12. Station (100 feet). Horizontally, parallel to centerline.
13. Ton (2,000 pounds). By using method a. or c., below. Method b. may be used with written approval of the Owner's authorized representative.
- a. Commercial Weighing System. Permanently installed and certified commercial scale that meets the requirements for the project weighing system.
  - b. Invoices. Supplier's invoice with net weight or volume converted to weight for bulk material that is shipped by truck or rail and is not passed through a mixing plant. Periodic check weighing may be required. Net certified weights or volumes of asphalt materials are subject to correction for temperature and foaming. All materials are subject to correction for material that is lost, wasted, or otherwise not incorporated into the work, for computing quantities.
  - c. Project Weighing System. Approved automatic digital scale and scale house. All scales are subject to approval according to the Weights and Measures Act, AS 45.75.

Spring balances and belt conveyor scales shall not be used to determine pay weight.

The Contractor may use proportioning (batch) scales for weighing material for payment when the batching equipment includes an approved and certified automatic weighing, cycling, and monitoring system.

Weigh scales used with a storage silo may be used to weigh the final product for payment, provided the scales are approved and certified.



Vehicle scales shall be maintained with the platform level and rigid bulkheads at each end. The platform must be long enough to permit simultaneous weighing of the hauling vehicle including coupled vehicles, in a single draft. Double draft weighing is not allowed.

(1) Scale Requirements. The Contractor shall:

- (a) Ensure that vehicle scale(s) are installed and maintained to the standards listed in the National Institute of Standards and Technology (NIST), Handbook 44, Specifications, Tolerances and other Technical Requirements for Commercial Weighing and Measuring Devices, as adopted by AS 45.75.050(d);
- (b) Contact the Division of Measurement Standards/Commercial Vehicle Enforcement (MSCVE) to coordinate scale inspections before use, at required intervals or as directed by the Owner's authorized representative and for clarification or possible exceptions to this section;
- (c) Ensure that a weatherproof housing is provided to protect the scale indicating/recording equipment and allows the scale operator convenient access to the weigh indicator, scale computer, ticket printer, and sequential printer;
- (d) Use competent personnel to operate the scale system;
- (e) Furnish and maintain on-site, NIST Class-F cast iron test weights in denominations of 500 lb and/or 1000 lb. The required minimum for vehicle scales is 4000 lb; the required minimum for hopper scales is 2000 lb. Test weights shall have a recognized calibration certificate on file which is dated no more than two years from date of Notice to Proceed. Test weights will be used as directed by the Owner's authorized representative or MSCVE for initial accuracy calibration testing and may be used for subsequent scale testing or inspection. Projects accessible by direct road access from the communities identified on the [dot.alaska.gov/mscve](http://dot.alaska.gov/mscve) website, 5 days before bid opening, are exempt from the requirement to furnish and maintain on-site test weights;
- (f) Provide the following information on any scale used to weigh materials for payment:
  - (i) Owner of the scales and scale locations;
  - (ii) Manufacturer's name, model serial number, maximum capacity, and type of scales (single beam, double beam, self-reading, etc.)
  - (iii) Date(s) the scales were installed and/or adjusted;
  - (iv) Scale service company inspections and accuracy checks (attach copy);
  - (v) Division of Measurement Standards inspections and accuracy checks (attach copy); and
  - (vi) Time and dates of notification of any malfunctions.

(2) Electronic Computerized Weighing System. The Contractor shall use an electronic computerized weighing system (ECWS) with the following minimum capabilities:

- (a) Computer. A computer with a self-reading scale system that includes the scale load cell, a sealed direct reading weight indicator, scale computer, ticket printer, and sequential printer, and that can record a complete shift's transaction in an electronic format approved by the Owner's authorized representative.

The computer must store project numbers, all pay item descriptions for multiple projects and products that are weighed, and the following information for each hauling vehicle used on the project:

- i. Vehicle identification number marked on the vehicle;
- ii. Tare weight; and
- iii. Maximum allowable gross vehicle weight (MAVW).

During weighing operations, the ECWS must compare each vehicle's gross weight to its MAVW. If the vehicle exceeds its MAVW, the system must alert the scale operator that an "overload" exists. The system must not issue a ticket for an overload.

The computer must have a battery backup and protection for power surges or brown outs. The computer system must retain all stored data during a power outage and must operate during a power outage to allow the scale operator to shut down the hard drive without losing information.

- (b) Tickets. The ECWS must have a ticket printer that prints a legible, serially numbered weigh ticket for the Owner's authorized representative with the following information on each ticket in the order listed:

- i. Project number;
- ii. Item number and description;
- iii. Date weighed;
- iv. Time weighed;
- v. Ticket number;
- vi. Vehicle Identification Number;
- vii. Maximum allowable gross vehicle weight;
- viii. Gross weight;
- ix. Tare weight;
- x. Net weight;
- xi. Subtotal item net weight for each haul unit since start of shift; and
- xii. Accumulated item net weight for all haul units since start of shift.

Tickets must show all weights in pounds in accordance to NIST Handbook 44, and in tons reported to two decimal places.

After printing, the weigh ticket must automatically advance to a perforation so it can be torn off and handed to the driver. Each ticket shall be initialed by the scale operator before handoff to the driver.

- (c) Sequential Printer. A sequential printer that prints out all transactions (keystrokes) made by the computer concurrently with the ticket printer. For permanent commercial scales, the printer may print at the end of the company's daily shift with the Owner's authorized representative's approval. The printer must print all scales transactions including tares, voided tickets, and data changes made by the scale operator. The printer must allow for advancing the paper manually so that the scale operator can write notes on the paper when special situations occur, such as voided tickets, incorrect vehicle identification number used, etc. The scale operator shall also note these special situations in the Scales Diary.

The sequential printout shall be submitted to the Owner's authorized representative at the end of each shift.

- (d) Data Files. Submit electronic data files to the Owner's authorized representative at the end of each shift, with all ticket information produced during the shift recorded. These Data files must be complete and correct without conversion or manipulation.
- (e) Scale Diary. The scale operator shall keep a Scale Diary in an electronic format acceptable to the Owner's authorized representative. The scale operator shall complete the Scale Diary with the following information: dates of action, type of material, source, time the scale opened and time the scale closed, times of scale balance, ticket sequence, time the haul for each material started and stopped, voided ticket numbers, vehicle identification numbers, times of tare and tare weights, and the scale operator's signature. The Scale Diary shall include the following information on any scale used to weigh materials for payment:
  - i. Owner of the scales and scale locations;
  - ii. Manufacturer's name, model serial number, maximum capacity, and type of scales (single beam, double beam, self-reading, etc.);
  - iii. Date(s) the scales were installed and/or adjusted;
  - iv. Scale service company inspections and accuracy checks (attach copy);
  - v. Division of Measurement Standards inspections and accuracy checks (attach copy); and
  - vi. Time and dates of notification of any malfunctions.

The Scale Diary shall be given to the Owner's authorized representative at the end of each shift. The Scale Diary is the property of the Owner.

- (3) Weighing Procedures The scale operator shall tare hauling vehicles and record tare weights at least once daily; perform additional tares and record additional tare weights as directed by the Owner's authorized representative; perform tares in the presence of the Owner's authorized representative when requested; and ensure that each hauling truck displays a unique, legible identification mark.

The Owner's authorized representative will calculate the MAVW for each vehicle and list all vehicles and their MAVW(s) in the scale house. The MAVW is either the maximum allowable legal weight determined by the Owner's authorized representative when the Contractor cannot haul overloads, or the manufacturer's recommended maximum allowable gross vehicle weight as certified by the Contractor when vehicles are allowed to haul overloads. Only MAVWs that the Owner's authorized representative has provided in writing shall be used. Tickets may not be issued to a vehicle until the Owner's authorized representative provides the MAVW.

No payment will be made for any material weighed without using the ECWS, unless the Contractor obtains the Owner's authorized representative's prior written authorization. If the ECWS malfunctions or breaks down, weights shall be manually weighed and recorded for up to 48 hours as directed by the Owner's authorized representative. The manual weighing operation shall meet all other Contract requirements.

The system must generate a report either during or at the end of the day or shift that summarizes the number of loads and total net weight for each date, project, and product. The scale operator shall submit the original report to the Owner's authorized representative at the end of each shift.

No payment for any hauled material on a given date will be made until the following are delivered to the Owner's authorized representative:

- (a) Sequential printout;
- (b) Daily data; and
- (c) Scale Diary.

The Contractor will not receive payment for any material hauled in a vehicle that does not conform to the requirements of Supplementary Condition **SC-05.12 Load Restrictions**, and this Supplementary Condition. The Contractor shall dump material from non-conforming vehicles until they conform, then reweigh the vehicles.

When a weighing device indicates less than true weight, the Contractor will not receive additional payment for material previously weighed and recorded. When a weighing device indicates more than true weight, all material received after the last previously correct weighing accuracy test will be reduced by the percentage of error that exceeds 0.5 percent.

If the Owner's authorized representative incurs extra construction engineering expenses from checking non-machine data entries or other data irregularities, the total value of those expenses will be deducted from the value of the Contract item before payment.

The Contractor shall accept natural variations in the specific gravity of aggregates, without adjustment in Contract unit price.

#### **SC-01.03 Scope of Payment.**

The Owner will make payment at the Contract price or prices for each item shown on the bid schedule or as modified by change order with specified price adjustments. The Contractor shall accept the Contract prices as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work.

#### **SC-01.04 Progress Payments.**

The Owner will make monthly progress payments to the Contractor in accordance with General Condition Article **13. ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION**; based on estimates of the value of work performed and materials on hand. At the Owners discretion, a progress payment may be made twice monthly if the value of the estimate exceeds \$10,000.

#### **SC-01.05 Final Payment.**

When the project has been completed as provided in Supplementary Condition **SC-05.15 Project Completion**, the Owner's authorized representative will prepare the final estimate of the quantities of the various classes of work performed. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final estimate will not be processed until the Alaska Department of Labor and Workforce Development has verified that final payment

can be released. The Owner will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of Supplementary Condition **SC-05.16 Final Acceptance and Record Retention**.

If the Contractor approves the final estimate, or does not file a claim within 90 days of receiving the final estimate, the estimate shall be processed for final payment. Final payment shall consist of the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract. Failure to file a claim within 90 days of receiving the final estimate is a waiver of any and all claims relating to or arising from the final estimate.

When the Contractor approves the final estimate and executes the Contractor's Release form, final payment will be processed.

The Contractor may reserve any unresolved claims that were timely filed in accordance with Supplementary Condition **SC-05.17 Claims**, by listing those claims as exceptions on the Contractor's Release. Any claims listed as exceptions that were not filed before the Contractor executes the final estimate will be considered null and void. Any claims filed in a timely manner but not listed on the Contractor's Release are waived and deemed released.

If the Contractor fails or declines to approve the final estimate within 90 days but does not file any claims, the Owner will consider the estimate approved and process the estimate for final payment. Any subsequently raised claims will be considered null and void.

#### **SC-01.06 Eliminated Items.**

When the Contractor is notified of the elimination of a minor Contract item, the Contractor will be reimbursed for actual work performed and all direct costs incurred before notification. In no case will any payment be made for anticipated profits or overhead.

Should it become necessary to eliminate a major Contract item, an equitable adjustment will be made and the Contract modified in writing accordingly.

#### **SC-02 – Lump Sum Pay Items**

For lump sum pay items that are not broken down for payment in accordance with a SSHC Subsection, the Contractor is to provide a lump sum breakdown for review and approval by the Owner. Prior to the Contractor's first application for payment that includes progress under such an item, the Contractor is to submit a lump sum breakdown for approval based upon the phases and/or segments of work outlined therein.

#### **SC-03 – Escrow of Bid Documentation**

Furnish a legible copy of your bid documentation and an affidavit, as instructed in writing by the Contracting Officer. Bid documentation consists of written documentation of all quantity takeoffs, construction schedules on which the bid is based, cost estimates, rates of production and progress, assumptions, calculations, quotes from subcontractors and suppliers, and other information used to prepare your bid for this project.

Obtain and furnish the same level of bid documentation, for each subcontractor, supplier or fabricator with a subcontract or agreement exceeding \$200,000, regardless of tier. Seal each entity's documentation in separate envelopes, labeled with the entity's name and address, submission date, and project name and number. Include a cover letter or quote signed by a responsible party.

Meet the following requirements:

1. Submitting Bid Documentation. Place bid documentation in a sealed container clearly marked "Bid Documentation" and labeled with the bidder's name and address, submission date, and project name and number. Deliver the sealed container to the Owner-designated document Depository for safekeeping.
2. Affidavit. Submit directly to the Contracting Officer a signed and certified affidavit attesting that:
  - a. The affiant has examined the bid documentation and that it includes all documents used to prepare the bid;
  - b. The sealed container contains all bid documentation submitted;
  - c. The escrow materials were relied on to prepare the bid; and
  - d. Should a dispute arise, the Contractor's rights to use bid preparation documentation other than those in escrow are waived.
3. Access and Use of Escrow Documents. The bid documentation will remain in escrow, without access by either party, except as otherwise provided herein. In the event the Contractor (1) provides notice of intent to claim, (2) a claim, (3) a contract change order, or (4) initiates contract related litigation, the Owner may obtain copies of the bid documentation as provided herein.

Both parties will submit to the Depository and copy to each other a list of personnel that are authorized to access the escrow documents. Use forms provided by the Depository.

Upon request, the Depository will set the time and place for access to escrow documents, will monitor the escrow documents review, and will arrange for a method of copying escrow documents. Access to escrow documents shall require at least five days advance written notice so that the other party has the opportunity to witness the escrow review, examination and use. There is no requirement that both parties witness the escrow document review, but if one party is absent then the review must occur in the presence of a neutral third-party observer to be designated by the Depository.

Notwithstanding paragraph five below, the Owner will be allowed: to make copies of any and all escrow documentation (whether hard-copy, electronic, or otherwise); to use and review any copies made whether in the presence of the Contractor, or not; and to share copies with staff and consultants directly involved in the subject dispute.

Distribution is not authorized except as related to resolution of a dispute. The Owner will be allowed to incorporate pertinent copies as supporting documentation in all significant contract change orders, contractual disputes, and the settlement of disputed claims.

The Owner is not liable for any contractor costs associated with escrow review and use.

4. Failure to Provide Bid Documentation. Refusal or failure to provide your bid documentation or affidavit renders your bid nonresponsive. Failure or refusal to provide Subcontractor bid documentation, will result in subcontract disapproval.
5. Confidentiality of Bid Documentation. Materials held in escrow are your property. Except as otherwise provided herein, the escrow materials cannot be released without your approval.
6. Cost and Escrow Instruction. The Owner pays to store all escrowed materials and instructs the depository regarding escrow.
7. Payment. Include within the overall Contract bid price all costs to comply with this Subsection.
8. Return of Escrow Documentation. The original escrow documents will be returned to you once litigation is concluded, outstanding claims are resolved, you have completed the Contract, and the Owner receives an executed Contractor's Release Form with no exceptions listed.

#### **SC-04 – Control of Material**

##### **SC-04.01 Source of Supply and Quality Requirements.**

The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the Owner. The Contractor shall supply materials that are new and that meet Contract requirements.

The Contractor shall notify the Owner's authorized representative, as defined in Supplementary Condition SC-05.01 Authority of the Owner's authorized representative., of proposed sources of materials at least 30 days before shipment, and shall submit to the Owner's authorized representative and to the Owner's engineer a complete list of materials to be purchased from suppliers sufficiently in advance of fabrication or shipment to permit the Owner to inspect the materials.

The Owner's inspectors may inspect any materials, including those originating outside Alaska, at the supply source or other locations. Materials may be conditionally approved at the supply source or other location, but are subject to field inspection and may be ordered removed under Supplementary Condition SC-05.11 Removal of Unacceptable and Unauthorized Work. if they do not conform to Contract requirements. Inspectors are authorized to reject materials that do not conform to specifications. Inspectors will report their actions to the Owner's authorized representative.

The Contractor shall submit a certificate of compliance for each item listed on the Material Certification List. The Owner's authorized representative may authorize the use of materials based on a certificate of compliance, see Supplementary Condition SC-04.04 Certificates of Compliance. Materials incorporated into the project on the basis of a certificate of compliance may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Supplementary Condition SC-05.11 Removal of Unacceptable and Unauthorized Work.

The Contractor may request substitution of specified materials with equivalent materials. Requests for substitution shall be submitted to the Owner's authorized representative, and shall include a manufacturer's statement that certifies, for each lot delivered:

1. Conformance to the specified performance, testing, quality or dimensional requirements; and
2. Suitability for the use intended in the Contract work.

The Owner's authorized representative will determine the acceptability of a proposed substitute for use in the project. If a substitute is approved, a Change Order will be executed. The Owner is never required to accept substitution. The Contractor shall not incorporate substitute materials into the project without written approval from the Owner's authorized representative. The Owner's authorized representative may test substitute materials at any time, whether in place or not, and, if the substitute materials do not meet Contract specifications, they may be rejected and ordered removed under Supplementary Condition **SC-05.11 Removal of Unacceptable and Unauthorized Work.**

#### **SC-04.02 Material Sources.**

1. **General.** The Contractor shall:

- a. utilize Useable Excavation according to Supplementary Condition **SC-07.04 Use of Materials Found on the Work.** before using material sources listed therein under Paragraph 4. When there is insufficient useable excavation furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract;
- b. produce a sufficient quantity of materials meeting the specifications to complete the project;
- c. as a subsidiary cost: clear and grub, strip, drill and blast, excavate, crush, sort, blend, screen, wash, stockpile, haul, and rehandle material as needed to produce and deliver the specified product;
- d. determine the type of equipment and methods to be used;
- e. expect variations in material quality within the deposits, and procure material only from acceptable portions of the deposit, regardless of source ownership; and
- f. prevent erosion, sedimentation, and pollution within a materials source.

The Contractor agrees that:

- g. the costs to explore and develop material sources, including all production effort, are subsidiary to the cost of providing the specified material;
  - h. the Owner's authorized representative may order the Contractor to procure material only from certain portions of the source and may reject material from other portions of the source that does not conform to the specifications; and
  - i. all material required may not be procurable from any one source and the Contractor may need to change between sources. That contingency is to be factored into the unit bid price for the Contract Item.
2. **Inspection and Acceptance.** The Contractor shall perform sampling and testing during materials processing and placement in accordance with its Quality Control Plan



(Supplementary Condition SC-04.03 Testing and Acceptance.) and shall obtain acceptable material samples from locations designated within the source.

The Owner will sample and test materials to determine the quality of the source, at its expense, as part of its Acceptance Testing (Supplementary Condition SC-04.03 Testing and Acceptance, Paragraph 2). The Owner will reject materials when the samples do not meet specifications. The Owner may reject a proposed materials site when samples do not meet specifications.

3. Awareness Training. The operator of the Contractor's sand and gravel surface mine or other similar materials source shall provide Site-Specific Hazard Awareness Training in compliance with 30 CFR 46.11 for all the Owner's authorized representative's personnel before beginning operations. All other workers shall be given training in compliance with 30 CFR 46 before exposure to mine hazards. The training must be offered at each surface mine that will be used to supply processed aggregates. A qualified person must provide the training. The training shall be in accordance with the operator's written training plan approved by the Mine Safety and Health Administration, covering the following items:
  - a. Site-specific health and safety risks;
  - b. Recognition and avoidance of hazards;
  - c. Restricted areas;
  - d. Warning and evacuation signals;
  - e. Evacuation and emergency procedures;
  - f. Other special safety procedures; and
  - g. A site tour.

The Contractor shall require the Owner's authorized representative's personnel to sign the *Visitor's Log Book* upon completion of the training to indicate that training was provided. Training is a subsidiary cost.

4. Type of Sources. When there is insufficient Useable Excavation, as defined in Supplementary Condition SC-07.04 Use of Materials Found on the Work., the Contractor shall supply additional required material from one or more of the following sources:
  - a. Contractor-Furnished Sources. For a material source that is a commercial plant as defined in Supplementary Condition SC-06.03 Limitation of Operations, and herein the Contractor shall:
    - (1) acquire the necessary rights and permits to obtain material from a commercial plant;
    - (2) pay as subsidiary costs all related costs to obtain and use material from the source;  
and
    - (3) be solely responsible for the quality and quantity of materials.

For all Contractor-Furnished sources that are not a commercial plant, the Contractor shall:

- (4) Acquire the necessary rights and permits to take materials from the sources including state-owned sources that are not under the Owner's control;
- (5) Pay as subsidiary:
  - (a) all related costs to obtain, develop, and use the sources, including but not limited to permit and mineral royalties;
  - (b) the material costs identified in the Material Sales Agreement you obtain for State owned sources where an existing or draft Material Sales Agreement is not included in the contract; and
  - (c) the material costs identified in the Material Sales Agreement for material obtained from State owned sources for which an existing or draft Material Sales Agreement is included in the contract;
- (6) Be solely responsible for quality and quantity of materials; and
- (7) Obtain all necessary rights, permits, and plan approvals before clearing or disturbing the ground in the material source. The contractor shall certify in writing to the Owner's authorized representative that all permits and clearances relating to the use of the material source have been obtained prior to any clearing or ground disturbance in the materials source.

No equitable adjustment or other compensation will be made for any additional costs, including increased length of haul, if the Contractor:

- (8) Chooses to change material sources for any reason;
  - (9) Is unable to produce a sufficient quantity or quality of materials from Contractor-Furnished sources; or
  - (10) Encounters unexpected, unforeseen, or unusual conditions within Contractor-Furnished sources.
- b. Mandatory Sources. The Owner may identify material sources in the Contract from which the Contractor is required to take a specified quantity of material. No other source will be permitted for that portion of material unless prior approval is obtained from the Owner's authorized representative. The Contract will specifically define these sources as Mandatory Sources and define rights and stipulations for each site. The Owner will provide a materials report for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit bid price for the material. No equitable adjustment will be paid for variations encountered within the source.

When using a Mandatory Source, if it is found that the quality or quantity of material producible from the Mandatory Source does not meet project requirements, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made.

- c. Designated Sources. The Owner may identify material sources in the Contract which are available to the Contractor but which the Contractor is not required to use. The Contract

will specifically define these sources as Designated Sources and define rights and stipulations for each site. The Owner will provide a materials report for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit bid price for the material. No equitable adjustment will be paid for variations encountered within the source.

If the Contractor elects to use a Designated Source, and it is found that the quality or quantity of material producible from the Designated Source does not meet project requirements, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made. If the Contractor chooses to change between or among sources for any other reason than quantity or quality of material, no equitable adjustment will be paid.

- d. Available Sources. The Owner may identify other material sources that are available for use for the project by the Contractor. The Contract will specifically define these sources as Available Sources. The Owner makes no guarantee as to quality or quantity of material in Available Sources. The Contractor is responsible for determining the quality and quantity of material, and if additional sources are needed. The Contractor shall be responsible for identifying the rights and stipulations for each site with the owner of the site.

When the Owner furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the accuracy and completeness of this data, for any assumptions the Contractor makes based on this data, and for exploring all Available Sources to the Contractor's satisfaction.

The Owner makes no representation, guarantees, or warranty whatsoever, expressed or implied, as to:

- (1) The quality or quantity of materials producible from an Available Source, even if such information is indicated in a Materials Report or Soils Investigation Report;
- (2) Whether boring logs, test results or data reliably represent current existing subsurface conditions;
- (3) Whether interpretations of the boring logs, test results, or other data are correct;
- (4) Whether moisture conditions and indicated water tables vary from those found at the time borings were made;
- (5) Whether the ground at the location of the borings was physically disturbed or altered after the boring was made; and
- (6) The condition, materials, or proportions of the materials between borings, regardless of any subsurface information the Owner may make available.

The availability of subsurface information from the Owner shall not relieve the Contractor from any risks, or of any duty to make on-site examinations and investigations, or of any other responsibility under the Contract or as may be required by law.

No equitable adjustment will be made if the quality or quantity of material available from an Available Source is not as represented in any information provided by the Owner, nor if a change of source is necessary for any other reason whatsoever. The use of Available Sources is entirely at the Contractor's option and the Contractor bears all risk associated with their decision to use an Available Source.

e. Excluded Material Sources. ARRC owned, managed, or permitted material sources not identified in the Contract are excluded from use for the project. This exclusion does not prevent the Contractor from considering material sources as provided for in Supplemental SC-04.02 Material Sources, Paragraph (4.)(a.) Contractor-Furnished Sources, unless the Contract specifically identifies a source as an Excluded Material Source, nor does it prevent post-award consideration of other material sources as provided under Supplementary Condition SC-07.06 Value Engineering Change Proposals by the Contractor.

5. Rights, Permits and Plan Approvals for Material Sources. Before disturbing the site of a material source, the Contractor shall acquire and pay for all necessary rights, permits and plan approvals indicated in this Supplementary Condition and in Supplementary Condition SC-08.01 Permits, Licenses and Taxes. For each material site the Contractor shall:

a. Acquire approval for a Mining and Reclamation Plan (MRP) or receive an exemption, in accordance with AS 27.19. The MRP shall include:

- (1) Plan and cross-sectional views of the site;
- (2) Applicable boundaries or property lines;
- (3) Areas and depths to be developed;
- (4) Locations of access roads, stripping, sorting, and unsuitable material piles, crushing and plant sites, stockpile sites, drainage features, erosion and pollution control features; and
- (5) Condition the Contractor will leave the site after the materials extraction is completed, including reseeded.

b. Submit a SWPPP as required by SSHC Section 641.

6. Reclamation. After completing work in a materials source, the Contractor shall finish and grade work areas to a neat, acceptable condition in accordance with the approved MRP. Reclamation of a Contractor-furnished source will be in accord with the Contractor's MRP.

#### **SC-04.03 Testing and Acceptance.**

Materials are subject to inspection and testing by the Owner at any time before, during, or after they are incorporated into the project. Use of untested materials is at the Contractor's risk. The Contractor shall remove and replace unacceptable material according to Supplementary Condition SC-05.11 Removal of Unacceptable and Unauthorized Work.

1. Quality Control. The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract specifications. Quality control is subsidiary to the applicable items. The Contractor shall perform quality control as follows:

- a. Submit a Quality Control Plan no less than five working days before the preconstruction conference in accordance with General Condition Paragraph **6.26 CONSTRUCTION QUALITY CONTROL PLAN**:. Include, for each item being produced, the methods to be used for sampling and testing, the proposed testing frequency, personnel qualifications, and equipment descriptions. Include the use of control charts, chart update frequency, chart posting location, and criteria for corrective action.
  - b. Sample materials during manufacturing or processing and perform quality control tests, as needed, to ensure materials produced conform to the Contract Specifications. Document quality control tests and make them available to the Owner's authorized representative on a daily basis.
  - c. Sample and test according to test methods required in the Specifications.
2. **Acceptance Testing.** The Owner has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The Owner will sample materials and perform acceptance tests at its expense. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the Owner's acceptance testing for its quality control. The Owner's acceptance testing is not a substitute for the Contractor's quality control. The Owner's authorized representative may retest materials that have failed the Owner's acceptance test, but is not required to do so.

#### **SC-04.04 Certificates of Compliance.**

The submittal requirements of this Subsection are in addition to the submittal requirements set forth in Supplementary Condition **SC-04.01 Source of Supply and Quality Requirements**.

The Owner's authorized representative may authorize the use of certain materials or assemblies based on either a manufacturer's certification or based on a Contractor's summary sheet with applicable documentation attached.

1. If by manufacturer's certification, the certificate must include the project name and number, the signature of the manufacturer, and must include information that clearly demonstrates the material or assembly fully complies with the Contract requirements.
2. If by Contractor's summary sheet, the summary sheet must include the project name and number, the signature of the contractor, and must include attached documentation that clearly demonstrates the material or assembly fully complies with the Contract requirements.

Electronic submittals that are submitted by email from the Contractor's email account are considered signed by the Contractor.

The Contractor shall submit additional certificates of compliance or test data if required by the Contract or by the Owner's authorized representative. The Owner's authorized representative may refuse permission to incorporate materials or products into the project based on a certificate of compliance that does not meet the Contract requirements.

#### **SC-04.05 Storage of Materials.**

Materials shall be stored to preserve their quality and fitness for the work, and so they can be readily inspected. Materials inspected before storage may be inspected again, before or after being incorporated into the project. The Contractor shall:

1. Use only approved portions of the project site for storage of materials and equipment or plant operations;
2. Provide any additional space needed for such purposes without extra compensation;
3. Restore ARRC-owned or controlled storage and plant sites to their original condition without extra compensation;
4. Obtain the landowner's or lessee's written permission before storing material on private property, and furnish copies of the permission to the Owner's authorized representative, if requested; and
5. Restore privately owned or leased storage sites, without extra compensation from the Owner, to their original condition or as agreed to between the Contractor and the private owner.

**SC-04.06 Owner-Furnished Material.**

Material furnished by the Owner will be made available to the Contractor at an ARRC yard or delivered at the locations specified in the Special Conditions.

The Contractor shall include the cost of handling and placing all materials after they are delivered in the Contract price for the item in connection with which they are used. The Contractor is responsible for all material delivered to the Contractor. Deductions will be made from any monies due the Contractor to make good shortages and deficiencies from any cause whatsoever, for any damage that may occur after delivery, and for demurrage charges.

**SC-04.07 Submittal Procedure.**

The Contractor shall complete a Submittal Register, and shall submit it to the Owner's authorized representative on forms provided by the Owner or similar forms of the Contractor's choice as approved by the Owner's authorized representative. The intent of the Submittal Register is to provide a blueprint for the smooth flow of specified project documents. The Contractor shall fill it out sequentially by bid item and allow at least three spaces between bid items. The Submittal Register shall list all working drawings, schedules of work, and other items required to be submitted to the Owner by the Contractor including but not limited to: Progress Schedule, anticipated dates of material procurement, Construction Phasing Plan, Traffic Control Plan, Storm Water Pollution Prevention Plan, Quality Control Program, Utility Progress Schedule, Blasting Plan, Mining Plan, and subcontracts.

The Contractor shall submit materials (product) information to the Owner's authorized representative for review, as required by the Contract.

Unless otherwise specified, provide all submittals in an electronic format acceptable to the Owner's authorized representative.

If the Contract has a duration of 180 days or less, the Contractor shall, within fifteen (15) days after the date of the Notice to Proceed, submit to the Owner for review all submittals and the submittal register. If the Contract has a duration greater than 180 days, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Owner for review, an anticipated schedule for transmitting submittals.

Each submittal shall include a Submittal Summary sheet. The Contractor shall sign submittals and submit them to the Owner's authorized representative. Electronic submittals that are submitted by email from the Contractor's email account are considered signed. The Owner will return submittals to the Contractor as either: approved, conditionally approved with the conditions

listed, or rejected with the reasons listed. The Contractor may resubmit a rejected submittal to the Owner's authorized representative with more information or corrections. The Owner's approval of a submittal in no way relieves the Contractor of its responsibility for the means, methods, techniques, sequence, and procedures of construction, safety, and quality control.

The Contractor shall be responsible for timely submittals. Failure by the Owner to review submittals within 30 days or as otherwise provided in the applicable Subsection may be the basis for a request for extension of Contract time but not for additional compensation.

Payment for a specific contract item will not be made until the Owner has received the Submittal Register for all items and approved all required submittals for that specific contract item.

## **SC-05 – Control of Work**

### **SC-05.01 Authority of the Owner's authorized representative.**

The Owner's authorized representative has immediate charge of the engineering details of the project and is responsible for Contract administration, as established under General Condition Paragraph 2.1 **AUTHORITIES AND LIMITATIONS**. The Owner's authorized representative has authority to reject defective material and suspend work not performed in accordance with the Contract. The Owner's authorized representative has authority to accept completed work, issue Directives, Interim Work Authorizations, and Change Orders, and recommend Contract payments.

The Owner's authorized representative will decide all questions about the quality and acceptability of the materials furnished and whether the work performed by the Contractor was in accordance with the Contract, the Contractor's rate of progress, Contract interpretation and all other questions relating to Contract compliance.

The Owner's authorized representative has authority to suspend work for reasons listed under Supplementary Condition SC-06.05 **Contract Time, Extension of Contract Time and Suspension of Work**. If the suspension of work is to protect the traveling public from imminent harm, the Owner's authorized representative may orally order the suspension of work. Following an oral order of suspension, the Owner's authorized representative will promptly give written notice of suspension to the Contractor. In other circumstances, the Owner's authorized representative will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Owner's authorized representative may:

1. Suspend the work until it is corrected; and
2. Employ others to correct the condition and deduct the cost from the Contract amount.

The Owner's authorized representative may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business.

The Owner's authorized representative may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor, including cost or pricing data submitted under Supplementary Condition **SC-07.02 Changes**.

### **SC-05.02 Plans and Working Drawings**

The Owner shall provide the Contractor at least two full size sets of the conformed Plans and Contract including Special Conditions. If cross-sections are available, one set will be provided if requested in writing by the Contractor. The Contractor shall keep a complete set of these documents available on the project site at all times.

The Contractor shall supplement structure plans with working drawings that include all details that may be required to adequately control the work and that are not included in the Plans furnished by the Owner. The Contractor shall not perform work or order materials until the working drawings for such work, or for changes, are approved by the Owner's authorized representative. The Owner's authorized representative's approval of working drawings or changes shall not be deemed a determination that the working drawings or changes comply with federal, state or local laws, rules, regulations and ordinances. It is Contractor's duty to insure the working drawings comply with the Contract and any applicable federal, state or local laws, rules, regulations, and ordinances.

The Contractor shall submit to the Owner's authorized representative for approval any required preliminary detail or working drawings. The project name and number shall be stated in the title block for all drawings, as shall the state bridge number, when applicable. The Contractor shall submit drawings in either an electronic or paper format that is acceptable to the Owner's authorized representative. When paper copies are submitted, provide three sets.

The Contractor shall submit drawings to the Owner's authorized representative in time to allow for review and correction before beginning the work detailed in the drawing. The Owner's authorized representative shall return one set of these drawings, either approved or marked with corrections to be made, and shall retain the other sets. The Owner's authorized representative's approval of working drawings does not change the Contract requirements or release the Contractor of the responsibility for successful completion of the work.

The Contractor is responsible for the accuracy of dimensions and details and for conformity of the working drawings with the Plans and Specifications. The Contractor shall indicate clearly on the working drawings any intended deviations from the Plans and Specifications and itemize and explain each deviation in the Contractor's transmittal letter. The Owner's authorized representative may order the Contractor to comply with the Plans and Specifications at the Contractor's sole expense if the approved working drawings deviate from the Plans and Specifications and the Contractor failed to itemize and explain the deviations in the Contractor's transmittal letter.

Once the Contractor receives approval of the working drawings, the Contractor shall furnish to the Owner's authorized representative:

1. Enough additional copies to provide eight approved sets of prints;
2. One set of reproducible transparencies (polyester film); and
3. If requested, an electronic file in AutoCAD drawing interchange format (.DXF).

The Contractor shall include the cost of furnishing all working drawings in the Contract price.

### **SC-05.03 Conformity with Plans and Specifications**

Work performed and materials furnished shall conform to the Plans and Specifications and approved Working Drawings and be within specified tolerances. When tolerances are not specified, the Owner's authorized representative will determine the limits allowed in each case.



All work or material not conforming to the Plans and Specifications and approved Working Drawings is considered unacceptable unless the Owner's authorized representative finds that reasonably acceptable work has been produced. In this event, the Owner's authorized representative may allow non-conforming work or material to remain in place, but at a reduced price. The Owner's authorized representative will document the basis of acceptance and payment by Change Order, unless the contract specifies a method to adjust the price of that item.

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

#### **SC-05.04 Coordination of Plans, Specifications, and Supplementary Conditions**

These Supplementary Conditions, the General Conditions, the Special Conditions, ARRC Standard Plans, Specifications, and all supplementary documents are essential parts of the Contract. They are intended to complement each other and describe and provide for a complete project. A requirement occurring in one is as binding as if occurring in all.

In case of conflict, calculated dimensions will govern over scaled dimensions. In the event that any contract documents conflict with another listed contract document, the order of precedence is established under General Conditions. Paragraph 3.6 DISCREPANCY - ORDER OF PRECEDENCE:

#### **SC-05.05 Cooperation by Contractor.**

The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Owner's authorized representative, Owner staff, and other contractors in every way possible.

Either the Contractor's Superintendent or an acting Superintendent with authority to represent and act for the Contractor shall be available within the proximity of the project whenever work is occurring. The Contractor shall employ, as its agent, a competent superintendent thoroughly experienced in the type of work being performed and capable of reading and thoroughly understanding the Plans and Specifications. The Contractor shall provide 24-hour contact information for the Superintendent. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Owner's authorized representative, to supervise workers and to coordinate the work of subcontractors. The Contractor shall give the superintendent full authority to supply the resources required. The Contractor shall furnish superintendence regardless of the amount of work sublet.

#### **SC-05.06 Utilities.**

1. Bid Considerations. Bidders shall include in their bid the cost of:

- a. All utility work that is specified in the Contract as work to be performed by the Contractor;
- b. Working around or through all permanent and temporary utilities shown on the Plans, in both their present and adjusted positions;
- c. Accommodating the removal, adjustment, or relocation of utilities shown on the Plans by entities other than the Contractor;
- d. Construction and removal of temporary utilities, to provide temporary utility service during the construction or repair of a permanent utility; and
- e. Other utility work not specifically identified as compensable in Subparagraph 4 Compensation.

The Owner will show the approximate locations of utilities it knows to be within the work zone on the Plans as noted in General Condition Paragraph 4.4 UTILITIES. Bidders shall expect that the location, elevation and nature of utilities may vary from what is shown on the Plans and shall factor those contingencies into the bid price. Additional utilities may exist that are not shown on the Plans. Compensation related to utilities not shown on the plans will only be available in accordance with Subparagraph 4 Compensation.

When an entity other than the Contractor is to remove, adjust, or relocate any utility, or perform other utility related work within the project boundaries, the applicable completion dates or specific calendar days to complete the removal, adjustment, relocation, or other utility related work may be stated in SSHC Section 651. If no date is stated, the Contractor shall work cooperatively with the utility owner during the Project.

2. Cooperation with Utility Owners. The Contractor assumes the obligation of coordinating their activities with utility owners, and shall cooperate with utility owners to facilitate removal, adjustment, or relocation operations, avoid duplication of work, and prevent unnecessary interruption of services. When a utility owner is identified in the Contract as being responsible for removing, adjusting, or relocating a utility, the Contractor shall give the utility owner 15 days advance written notice regarding the dates when the utility owner is required to begin and end operations.

The Contractor shall cooperate with utility owners to determine a utility progress schedule for all parties' utility work. The Contractor shall submit the schedule to the Owner's authorized representative before beginning that portion of utility work. The Contractor shall update the utility progress schedule monthly and shall note time delays and their cause.

Utility owners are not required to work in more than one location at a time, and shall be allowed to complete a specific section of work prior to commencing another section. Utility owners will not normally perform adjustment or relocation of underground utilities when the ground is frozen. Utility owners may prohibit the Contractor, through the Owner's authorized representative, from working near utilities when the ground is frozen.

The Owner has sole discretion to grant permits for utility work within the state right-of-way. The Contractor shall allow parties with utility permits to work and make excavations in the project.

If utility owners do not complete their work in a timely manner, the Owner's authorized representative may direct the Contractor to temporarily relocate the utilities, to construct new utilities, or to make necessary repairs to complete the utility work.

3. Utility Work. The Contractor shall:
  - a. Make all necessary arrangements with utility owners to locate all utilities that may be within an area of work before excavation in that area, in accordance with AS 42.30.400;
  - b. Provide right-of-way staking and construction staking with lines and grades before excavation in that area;
  - c. Prevent damage to utilities or utility property within or adjacent to the project;
  - d. Carefully uncover utilities where they intersect the work;

- e. Immediately stop excavating in the vicinity of a utility and notify the Owner's authorized representative and the utility owner if an underground utility is discovered that was not field marked or was inaccurately field marked;
  - f. Promptly notify the utility owner and the Owner's authorized representative in the event of accidental interruption of utility service, and cooperate with the utility owner and the Owner's authorized representative until service is restored;
  - g. Take all precautions necessary to protect the safety of workers and the public when performing work involving utilities;
  - h. Follow an approved traffic control plan;
  - i. Keep the length of open trench excavation to a minimum, backfill trenches as work is completed;
  - j. Cover open trenches with metal plates capable of bearing traffic where traffic will cross trenches;
  - k. Maintain continuous utility service and install temporary utility systems where needed;
  - l. Ensure all excavation conforms to AS 42.30.400 – 42.30.490;
  - m. Ensure all excavation and utility work conforms to excavation requirements in 29 CFR 1926, Subpart P, and confined space requirements in 29 CFR 1926.21(b)(6);
  - n. Ensure all work undertaken near energized high voltage overhead electrical lines or conductors conforms to AS 18.60.670, AS 18.60.675, AS 18.60.680 or other applicable law;
  - o. Ensure all work undertaken near energized high voltage underground electric lines or conductors conforms to all applicable laws and safety requirements of the utility owner;
  - p. When required by the utility owner, provide for a cable watch of overhead power, underground power, telephone, and gas;
  - q. Obtain plan approval from the local fire authority, and provide for the continued service of fire hydrants, before working around fire hydrants;
  - r. Do all pressure testing or camera testing required to verify utility acceptance in a timely manner; and
  - s. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) (SSHC Section 641) with their work and the utility companies' work.
4. Compensation.
- a. Except as otherwise specifically provided in this Subparagraph 4, no equitable adjustment will be paid by the Owner:
    - (1) Due to any variations in location, elevation, and nature of utilities shown on the Plans, or the operation of removing, adjusting, or relocating them;

- (2) For any delays, inconvenience, or damage sustained as a result of interference from utility owners, interference from utilities, or interference from the operation of removing, adjusting, or relocating utilities; or
  - (3) For any adjustments or relocations of utilities requested for the Contractor's convenience.
- b. Except as otherwise specifically provided in this Subparagraph 4, the Owner's authorized representative will issue a Change Order with equitable adjustment if:
- (1) Utilities not shown on the Plans require removal, adjustment, or relocation;
  - (2) Conflicts occur between utilities not shown on the Plans and other necessary work; or
  - (3) Conflicts due to the required elevation of a utility occur between new and existing utilities that are both shown on the Plans.
- c. When the Contractor damages utilities, the utility owner may choose to repair the damage or require the Contractor to repair the damage; as outlined in General Condition Paragraph 4.5 **DAMAGED UTILITIES**; and below.

When the Contractor damages utilities:

- (1) No equitable adjustment will be paid by the Owner, and the Contractor shall be solely responsible for repair costs and expenses, when:
  - (a) The utility was field located by the utility owner or operator, and the field locate is accurate within 24 horizontal inches if the utility is buried 10 feet deep or less, or the field locate is accurate within 30 horizontal inches if the utility is buried deeper than 10 feet;
  - (b) The plan profile or the field locate does not indicate or inaccurately indicates the elevation of a buried utility; and
  - (c) Under the circumstances listed under General Condition Paragraph 4.5 **DAMAGED UTILITIES**:
- (2) The Owner's authorized representative will issue a Change Order with an equitable adjustment for the cost of repairing damage if:
  - (a) The field locate by the owner or operator of a buried utility erred by more than 24 horizontal inches if the utility is buried 10 feet deep or less, or 30 horizontal inches if the utility is buried deeper than 10 feet;
  - (b) The utility was not shown on the Plans or other Contract documents as outlined under General Condition Paragraph 4.6 **UTILITIES NOT SHOWN OR INDICATED**; and the Contractor could not reasonably have been expected to be aware of the utility's existence; or
  - (c) The Contractor made a written request for a field locate in accordance with AS 42.30.400, the utility owner did not locate the utility in accordance with AS 42.30.410, and the Contractor could not reasonably have been expected to be aware of the utility's existence or location.

d. If a delay is caused by a utility owner, is beyond the control of the Contractor, and is not the result of the Contractor's fault or negligence, the Owner's authorized representative may issue a Change Order with an equitable adjustment to contract time, but no equitable adjustment will be made for the cost of delay, inconvenience or damage. Additional contract time may be granted if the cause of delay is because a utility owner is to perform utility work:

(1) In cooperation with the Contractor, and the utility owner does not complete the work in a timely manner, based on a written progress schedule agreed upon by the Contractor and the utility owner.

e. If the Owner's authorized representative orders the Contractor to make necessary construction or repairs due to incomplete utility work by utility owners, the Contractor will be paid as specifically provided for in the Contract, or the Owner's authorized representative will issue a Change Order with equitable adjustment.

#### **SC-05.07 Cooperation Between Contractors.**

The Owner may, at any time, contract for and perform other or additional work on or near the Project. The Contractor shall allow other contractors reasonable access across or through the Project.

The Contractor shall cooperate with other contractors working on or near the Project, and shall conduct work without interrupting or inhibiting the work of other contractors. All contractors working on or near the Project shall accept all liability, financial or otherwise, in connection with their Contract. No claim shall be made by the Contractor or paid by the Owner for any inconvenience, delay, damage or loss of any kind to the Contractor due to the presence or work of other contractors working on or near the Project.

The Contractor shall coordinate and sequence the work with other contractors working within the same project limits. The Contractor shall properly join the work with work performed by other contractors and shall perform the work in the proper sequence to that of the others. The Contractor shall arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project. The Contractor shall defend, indemnify and save harmless the Owner from any damages or claims caused by inconvenience, delay, or loss that the Contractor causes to other contractors.

#### **SC-05.08 Survey Control.**

The Owner will provide sufficient horizontal and vertical control data to establish the planned lines, grades, shapes, and structures as outlined under General Condition Paragraph 4.7 **SURVEY CONTROL**. The Contractor shall provide all additional survey work to maintain control during the project.

#### **SC-05.09 Duties of the Inspector.**

The Owner's inspectors are authorized to examine all work done and materials furnished, but cannot approve work or materials. Only the Owner's authorized representative can approve work or materials. The inspectors can reject work or materials until any issues can be referred to and decided by the Owner's authorized representative. The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

#### **SC-05.10 Inspection of Work.**

All materials and each part and detail of the work shall be subject to inspection in accordance with General Condition Paragraph 12.3 TESTS AND INSPECTIONS: by the Owner for compliance with the Contract. The Contractor shall allow safe access to all parts of the work and provide information and assistance to the Owner's authorized representative to ensure a complete and detailed inspection.

Any work done or materials used without inspection by an authorized Owner representative may be ordered removed and replaced at the Contractor's expense, unless the Owner failed to inspect after being given reasonable written notice that the work was to be performed.

The Contractor shall remove and uncover portions of finished work when directed in accordance with General Condition Paragraph 12.4 UNCOVERING WORK:. After inspection, the Contractor shall restore the work to Contract requirements. The cost to uncover and restore work shall be at the Contractor's expense, except the Owner will pay the cost to uncover and restore work if (1) an authorized Owner representative had previously inspected the work or the Contractor had provided reasonable prior written notice that the work was to be performed and (2) the Owner finds the uncovered work to be acceptable. If the Owner finds the uncovered work to be unacceptable, the cost to correct the work, or remove and replace the work, shall be at the Contractor's expense.

Representatives of Contract funding agencies have the right to inspect the work. This right does not make that entity a party to the Contract and does not interfere with the rights of parties to the Contract.

The Owner's observations, inspections, tests and approvals shall not relieve the Contractor from properly fulfilling its Contract obligations and performing the work in accordance with the Contract. Work that has been inspected but contains latent or hidden defects shall not be deemed acceptable even though it has been inspected and found to be in accordance with the Contract.

#### **SC-05.11 Removal of Unacceptable and Unauthorized Work.**

All work that does not conform to the requirements of the Contract shall be deemed unacceptable by the Owner's authorized representative, unless otherwise determined acceptable under Supplementary Condition SC-05.03 Conformity with Plans and Specifications. The Contractor shall correct, or remove and replace, work or material that the Owner's authorized representative deems unacceptable, as ordered by the Owner's authorized representative and at no additional cost to the Owner.

The Contractor shall establish necessary lines and grades before performing work. Work done before necessary lines and grades are established, work done contrary to the Owner's instructions, work done beyond the limits shown in the Contract, or any extra work done without authority, will be considered as unauthorized and shall not be paid for by the Owner, and may be ordered removed or replaced at no additional cost to the Owner.

If the Contractor fails to promptly correct, remove, or replace unacceptable or unauthorized work as ordered by the Owner's authorized representative, the Owner's authorized representative may employ others to remedy or remove and replace the work and will deduct the cost from the Contract payment.

All work, as described herein, shall be considered work that is not required by the Contract documents. The Contractor will not be entitled to an increase in Contract Amount or an extension

of Contract Time unless otherwise authorized in accordance with General Condition Paragraph 9.7 UNAUTHORIZED WORK.

#### **SC-05.12 Load Restrictions.**

The Contractor shall comply with all vehicle legal size and weight regulations of 17 AAC 25 and the *Administrative Permit Manual*, and shall obtain permits from the AKDOT&PF Division of Measurement Standards & Commercial Vehicle Enforcement before moving oversize or overweight equipment on a state highway.

The Owner's authorized representative may permit oversize and overweight vehicle movements within the project limits provided the Contractor submits a written request and an acceptable Traffic Control Plan under SSHC Subsection 643-1.03. No overloads will be permitted on a pavement, base or structure that will remain in place in the completed project. The Contractor shall be responsible for all damage done by their equipment due to overloads, and for damage done by a load placed on a material that is curing and has not reached adequate strength to support the load.

#### **SC-05.13 Maintenance During Construction.**

The Contractor shall maintain the entire railroad and related railroad facilities located within the project (between the beginning of project and end of project shown on the Plans) from the date construction begins until the Contractor receives a letter of project completion. The Contractor shall maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in satisfactory condition at all times. The Contractor shall maintain those areas outside the project that are affected by the work, such as haul routes, highways, detour routes, structures, material sites, and equipment storage sites during periods of their use.

The Owner's authorized representative may relieve the Contractor of this maintenance responsibility for specified portions of the project for any of the following:

1. During a seasonal suspension of work (SSHC Subsection 643-3.07)
2. Following partial completion (Supplementary Condition SC-05.14 Partial Completion.)
3. Following project completion (Supplementary Condition SC-05.15 Project Completion.)

The Owner is responsible for routine snow removal and ice control only on those portions of the project that the Owner accepts for maintenance and that are open for public use.

The Contractor shall maintain previously constructed work until a subsequent course, layer, or structure covers that work. The Contractor shall repair damage done to the work as described in Supplementary Condition SC-08.03 Contractor's Responsibility for Work..

All costs of maintenance work shall be subsidiary to the prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

If in the Owner's authorized representative's opinion, the Contractor at any time fails to provide adequate maintenance, the Owner's authorized representative will notify the Contractor of such noncompliance. The notification will specify the areas or structures for which there is inadequate maintenance, the corrective maintenance required, and the time allowed to complete corrective maintenance. If the Contractor fails to take the corrective action within the specified time, the Owner's authorized representative may:

1. Suspend the work until corrective maintenance is completed;

2. Assess an adjustment against the Contract Amount when an adjustment rate is specified; and
3. Employ others for corrective maintenance and deduct the cost from the Contract amount.

**SC-05.14 Partial Completion.**

The Contractor may submit a written request for partial acceptance of a substantially complete geographically separate portion of the project. The Owner's authorized representative will accept the portion in writing before project completion and relieve the Contractor of further maintenance responsibility for the completed work except for work specified for Period of Establishment under SSHC Section 621 if the Owner's authorized representative inspects the portion and finds that it is substantially complete to Contract requirements, and acceptance is in the best interest of ARRC.

Partial completion of the portion neither voids nor alters any Contract terms.

**SC-05.15 Project Completion.**

The Contractor shall notify the Owner's authorized representative, in writing, upon substantial completion, in accordance with General Condition 13. ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION, of all work provided for under the Contract. The Owner's authorized representative will then schedule and conduct the final inspection. If the inspection discloses that any work is incomplete or unsatisfactory, the Owner's authorized representative will give the Contractor a list of work items that must be completed or corrected to reach substantial completion and to reach final completion. The Contractor shall promptly complete or correct any work determined unsatisfactory by the final inspection and request a re-inspection.

The Owner's authorized representative will identify the date of substantial completion in a letter of substantial completion. The letter of substantial completion will relieve the Contractor of further maintenance responsibility of the completed work. The letter of substantial completion will not stop Contract time or relieve the Contractor of the obligation to fully complete the work as required by the Contract specifications.

When all physical work and cleanup provided for under the Contract is found to be complete, except for work specified for Period of Establishment under Section 621, the Owner's authorized representative will issue a letter of project completion. Project completion stops the Contract time, but does not relieve the Contractor of any other Contract obligations.

**SC-05.16 Final Acceptance and Record Retention.**

The Owner will issue the letter of Final Acceptance, in accordance with General Condition Paragraph 13.15 FINAL ACCEPTANCE, after, at a minimum, all of the following:

1. Project completion;
2. Receipt of all certificates, as-builts, warranties, and other required documents;
3. Receipt of the Contractor's Release, with no exceptions;
4. Certification of payment of payroll and revenue taxes by DOLWD and State Department of Revenue; and
5. Final payment under the Contract.

Final Acceptance will release the Contractor from further Contract obligations, except those:

1. Specified under Supplementary Condition SC-08.04 No Waiver of Legal Rights.;



2. Required by law or regulation;
3. Continuing obligations established by provisions of this Contract, such as warranty, guaranty, indemnity, insurance, or bond; or,
4. Continuing obligations established under General Condition Paragraph 13.16 **CONTRACTOR'S CONTINUING OBLIGATION**:

The Contractor and the subcontractors shall maintain all books and records relating to performance of the Contract for three years after the date of final payment of the Contract and each subcontract.

#### **SC-05.17 Claims.**

The Contractor shall notify the Owner's authorized representative as soon as the Contractor becomes aware of any act or occurrence that 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 in accordance with General Condition Article 15. **ARTICLE 15 - CLAIMS AND DISPUTES**: The Owner's authorized representative 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 notifies the Owner's authorized representative in a timely manner of all facts the Contractor believes form the basis for the claim.

#### **SC-06 – Prosecution and Progress**

##### **SC-06.01 Notice to Proceed.**

The Contractor shall not begin construction before the effective date of the Notice to Proceed. The Notice to Proceed may include limits or restrictions on allowable activities. The Owner will, in its sole discretion, refuse to pay for construction begun before the effective date of the Notice to Proceed.

##### **SC-06.02 Prosecution and Progress.**

The Contractor shall meet with the Owner's authorized representative at the regional construction office for a preconstruction conference before beginning construction. The Owner's authorized representative will schedule the Preconstruction Conference no less than five (5) days after the following have been received:

1. A progress schedule in accordance with General Condition Article 6.5 **ANTICIPATED SCHEDULES**: Said schedule shall be in a format acceptable to the Owner's authorized representative, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the Contractor and the subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work.
2. A list showing anticipated dates for procurement of materials and equipment, ordering of articles of special manufacture, furnishing of plans, drawings and other data required under Supplementary Condition **SC-05.02 Plans and Working Drawings** and for other events such as inspection of structural steel fabrication.
3. A list showing all proposed subcontractors and material suppliers.

4. A Construction Phasing plan, as required under SSHC Subsection 643-1.05.
5. A Storm Water Pollution Prevention Plan, a Hazardous Material Control Plan, and a Spill Prevention Control and Countermeasure Plan, with the line of authority and designated field representatives, as required under SSHC Section 641 (see submittal deadlines under 641-1.03).
6. A letter designating the Contractor's Project Superintendent, defining that person's responsibility and authority, and providing a specimen signature.
7. A letter designating a Disadvantaged Business Enterprise Officer (when applicable), and designating those person's responsibilities and authority.
8. A Quality Control Plan, as required under Supplementary Condition **SC-04.03 Testing and Acceptance**.
9. A letter designating a Safety Officer, and designating that person's responsibilities and authority.

The Contractor shall provide adequate materials, labor and equipment to ensure the completion of the project according to the Plans and Specifications. The work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit. The Contractor shall take into consideration and make due allowances at the Contractor's expense for foreseeable delays and interruptions to the work such as unfavorable weather, frozen ground, equipment breakdowns, shipping delays, quantity overruns, utility work, permit restrictions, and other foreseeable delays and interruptions. The Contractor shall identify these allowances on the progress schedule.

The Contractor shall adjust forces, equipment and work schedules as necessary to ensure completion of the work within the Contract time, and shall notify the Owner's authorized representative at least 24 hours before resuming suspended operations. Upon a substantial change to the work schedule or when directed by the Owner's authorized representative, the Contractor shall submit a revised progress schedule in the form required, including a written explanation for each revision made in the schedule or methods of operation.

The Owner's authorized representative's review or approval of the documents, plans, and schedules provided by the Contractor under this section shall not change the Contract requirements, release the Contractor of the responsibility for successful completion of the work or relieve the Contractor of the duty to comply with applicable laws. The Owner's authorized representative's review or approval of schedules shall not indicate agreement with any assertions of delay or claims by the Contractor.

It is the Contractor's responsibility to prepare and submit documents that satisfy all applicable contract requirements. By reviewing and approving the Contractor's documents, the Owner does not warrant that following the Contractor's documents will result in successful performance of the work. The Owner's failure to discover defects in the Contractor's documents, the assumptions upon which they are based or conditions that prevent the Contractor from performing the work as indicated in the documents will not entitle the Contractor to additional compensation or time. If the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of time, it must specifically advise the Owner's authorized representative of these conditions in accordance with Supplementary Condition **SC-05.17 Claims**.

### **SC-06.03 Limitation of Operations.**

The Contractor shall not open up work to the detriment of work already started. The Contractor shall minimize interference with traffic within the project. The Contractor shall not stop or otherwise impede traffic outside the project limits without the Owner's authorized representative's prior written permission. The Owner's authorized representative may require the Contractor to finish a section of work in progress before starting additional sections if the Owner's authorized representative determines it is necessary for the convenience of the public or the Owner.

### **SC-06.04 Character of Workers, Methods, and Equipment.**

The Contractor shall employ sufficient labor and equipment to complete the work required under the Contract, in accordance with General Condition Paragraph 6.2 CHARACTER OF WORKERS:, and to complete it on time.

The Contractor shall ensure that all workers on the project have the skills and experience necessary to properly perform their assigned work. Workers engaged in special work or skilled work shall have sufficient experience in that work and in the operation of the equipment required to properly perform that work.

The Contractor shall comply with any written order by the Owner's authorized representative to remove workers, who, in the opinion of the Owner's authorized representative, perform the work in an unskilled manner, who are intemperate or disorderly, create risk of imminent harm for the traveling public, or who fail to perform the work in accordance with the Contract and any and all applicable federal, state, and local laws, rules, regulations, and ordinances. The Contractor shall allow removed workers to return to the project only with the Owner's authorized representative's written permission. The Owner's authorized representative may suspend the work if the Contractor fails to furnish suitable and sufficient personnel necessary to perform the work, or fails to remove any worker at the Owner's authorized representative's order.

The Contractor shall not use prisoner labor on the project.

The Contractor shall use equipment of the appropriate size and mechanical condition to produce the specified quality and quantity of work by the means specified in the Contract, if any, and shall ensure that the equipment does not damage roadways or property.

The Contractor shall ensure all equipment, materials, and articles incorporated into the work are new and of the specified quality, unless the Contract specifically permits otherwise.

The Contractor shall provide the Owner's authorized representative with a list of all powered equipment that will be used on the project, showing the make, model, year, capacity, horsepower, and related information. The Contractor shall update this list when equipment is added or removed from the work site, but need not update more frequently than weekly.

When the methods and equipment to be used by the Contractor are not prescribed by the contract, the Contractor is free to use any method, means or equipment that is satisfactory to produce the specified work in conformity with the Contract, except as provided above and within General Condition Paragraph 2.3 MEANS & METHODS:. At the request of the Owner's authorized representative, the Contractor shall demonstrate that the method, means and equipment chosen will produce the work specified in the Contract in the time allowed under the Contract. The Contractor shall bear all costs and impacts associated with any means, methods and equipment chosen by the Contractor. No suggestion, statement or observation from the Owner's authorized representative or other Owner representatives shall alter this responsibility.

If the Contract specifies a particular method, means or type of equipment for performance of the work, the Contractor must use that method, means or equipment unless the Contractor first requests, in writing, permission to alter the Contract requirement and receives prior written approval from the Owner's authorized representative.

**SC-06.05 Contract Time, Extension of Contract Time and Suspension of Work.**

Contract time will be specified in calendar days, by completion date, or both.

1. Calendar Days. When the contract time is specified on a calendar days basis, in accordance with General Condition Paragraph 11.3 COMPUTATION OF CONTRACT TIME:, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Contractor.

Calendar days shall continue to be counted against Contract time until and including the date of project completion. Calendar days shall not be counted during the period from November 1 through April 30, except for days that the Contractor is working on the project site.

2. Completion Date. When the contract time is specified on a completion date basis, in accordance with General Condition Paragraph 11.3 COMPUTATION OF CONTRACT TIME:, all work under the Contract shall be completed by the specified completion date.
3. Reasons for Suspension of Work and Extension of Contract Time. The Owner may order a suspension of work for any reason listed in this subparagraph 3, items b through f.

The Owner shall not pay additional compensation, but may extend Contract time only in accordance with General Condition Paragraphs 11.4 TIME CHANGE: and 11.5 EXTENSION DUE TO DELAYS:, if there are delays in the completion of controlling items of work from unforeseeable causes that are beyond the Contractor's control and are not the result of the Contractor's fault or negligence in addition to those listed in the General Conditions, including:

- a. In accordance with Supplementary Condition SC-05.06 Utilities. paragraph 4.d, delays by utility owners beyond completion dates specified in the Special Provisions for relocating or adjusting utilities and related facilities; or

No additional Contract time or additional compensation will be allowed due to delays caused by or suspensions ordered due to:

- b. Failure to correct conditions that create risk of imminent harm for the traveling public, violations of the Contract or any applicable federal, state, and local laws, rules, regulations, and ordinances;
- c. Adverse weather that is not unusually severe;
- d. Failure to carry out Contract provisions;
- e. Failure to carry out orders given by the Owner's authorized representative; or
- f. Failure to timely obtain materials, equipment, or services.

The Contractor shall notify the Owner's authorized representative as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a request for a time extension under this section. The Contractor shall submit a request for a time extension to the

Owner's authorized representative within ten (10) days of the act or occurrence, and if an agreement is not reached, the Contractor may submit a Claim under Supplementary Condition SC-05.17 Claims.

The time allowed in the Contract, as awarded, is based on performing the original estimated quantities of work set out in the bid schedule. An assertion that insufficient time was originally specified shall not constitute a valid reason for extension of contract time.

If satisfactory fulfillment of the Contract requires extra work, the Owner may extend Contract time in accordance with General Condition Paragraph 11.5 EXTENSION DUE TO DELAYS.

4. Suspension of Work. The Owner's authorized representative will suspend work on the project, in whole or in part, for such periods and for such reasons as the Owner's authorized representative determines to be reasonable, necessary, in the public interest, or for the convenience of the Owner.
  - a. The Owner's authorized representative will issue a written order to suspend, delay, or interrupt all or any part of the work. The Contractor shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
  - b. Unless another Contract section specifically provides otherwise, the Contractor will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
    - (1) The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or
    - (2) The delay, suspension, or interruption results from the Owner's failure to fulfill a contractual obligation to the Contractor within the time period specified in the Contract or, if no time period is specified, within a reasonable time.
  - c. No equitable adjustment will be made under this Subsection for any suspension, delay, or interruption of the work if the Contractor's performance would have been suspended, delayed, or interrupted by any other cause for which:
    - (1) The Owner is not responsible under the Contract, including the Contractor's fault or negligence; or
    - (2) An equitable adjustment is either provided for or excluded under any other section of this Contract.
  - d. Claims for equitable adjustments under this section shall be filed under Supplementary Condition SC-05.17 Claims, except that:
    - (1) The claim may not include any costs incurred more than 20 days before the Contractor files the Contractor's written notice of intent to claim;
    - (2) The contractor must submit a written request for adjustment within 7 calendar days of receipt of the notice to resume work;

- (3) No profit will be allowed on an increase in cost necessarily caused by the suspension, delay, or interruption.

**SC-06.06 Failure to Complete on Time.**

For each calendar day that the work is not substantially complete after the expiration of the Contract time or the completion date has passed, the Owner shall deduct the full daily charge corresponding to the original Contract amount of \$4,500.00 per day beyond the final completion date agreed to by Contract.

Permitting the Contractor to continue work after the Contract time has elapsed or the completion date has passed does not waive the Owner's rights to collect liquidated damages under this Supplementary Condition.

If no money is due the Contractor, the Owner may recover these sums from the Contractor, from the Surety, or from both in accordance with General Condition Paragraph 11.8 DELAY DAMAGES. These are liquidated damages and not penalties. These charges shall reimburse the Owner for its additional administrative expenses incurred due to the Contractor's failure to complete the work within the time specified.

Permitting the Contractor to continue work after the Contract time has elapsed or the completion date has passed does not waive the Owner's rights to collect liquidated damages under this section.

**SC-06.07 Default of Contract.**

The Contracting Officer will give a written Notice of Default, in accordance with General Condition Paragraph 14.2 DEFAULT OF CONTRACTOR: to the Contractor and the Surety if the Contractor:

1. Fails to perform the work with sufficient workers, equipment, or materials to ensure the prompt completion of the work;
2. Fails to comply with applicable minimum wage or civil rights requirements;
3. Is a party to fraud, deceit, misrepresentation, or malfeasance in connection with the Contract; or
4. Meets any of the circumstances outlined under General Condition Paragraph 14.2 DEFAULT OF CONTRACTOR:, subparagraph 14.2.1.

The written Notice of Default will provided in accordance with 14.2 DEFAULT OF CONTRACTOR:. Failure to cure the delay, neglect, or default within the time specified in the Contracting Officer's Notice of Default authorizes the Owner to terminate the contract in accordance with General Condition Paragraph 14.2 DEFAULT OF CONTRACTOR:. The Owner will provide the Contractor and the Contractor's Surety with a written Notice of Termination.

If, after notice of termination of the Contractor's right to proceed under this clause, it is determined that the Contractor was not in default, or that the default was excusable, the Contractor will be allowed an opportunity to continue working on the project.

**SC-07 – Scope of Work**

### **SC-07.01 Intent of Contract.**

The intent of the Contract Documents, General Condition 3.4 INTENT OF CONTRACT DOCUMENTS, is to provide for the construction and completion of every detail of the described work. The Contractor shall furnish all labor, material, supervision, equipment, tools, transportation, supplies, and other resources required to complete the work in the time specified and in accordance with the Contract.

The Contractor is responsible for the means, methods, techniques, sequence, and procedures of construction, safety, and quality control, and is responsible to perform and furnish the work in accordance with the Contract documents and any applicable federal, state, and local laws, rules, regulations, and ordinances.

### **SC-07.02 Changes.**

1. **Within Contract Scope.** The Owner's authorized representative may order changes within the general scope of the Contract at any time in accordance with General Condition 9.4 CHANGE ORDER, and without notice to sureties, including altering, ordering additions to, or ordering deletions of quantities of any item or portion of the work. These changes shall be made by a written Change Order and shall not invalidate the Contract or release the sureties.
  - a. If the change does not materially differ in character or unit cost from specified Contract work, the Contractor shall perform the work at the original contract measurement methods and prices.
  - b. If the change is materially different in character or unit cost from that specified in the Contract, a new Contract Item will be established, and an equitable adjustment to Contract price and Contract time shall be calculated by one of the following methods:
    - (1) The Owner's authorized representative and Contractor agree upon an adjustment to Contract price and Contract time, and the Owner's authorized representative issues a change order for the described work; or,
    - (2) The Owner's authorized representative may issue a unilateral Change Order requiring the Contractor to proceed with the work with an adjustment to the payment amount or Contract time based on the Owner's authorized representative's estimate of reasonable value. The Contractor shall keep complete daily records of the cost of such work.
  - c. If the Owner's authorized representative eliminates a Contract item, the Contractor shall accept compensation under Supplementary Condition SC-01.06 Eliminated Items..
2. **Outside Contract Scope.** Changes determined to be outside the general scope of the Contract, in accordance with General Condition 9.6 CHANGES OUTSIDE THE GENERAL SCOPE; SUPPLEMENTAL AGREEMENT, shall be made only by Change Order issued in accordance with ARRC's procurement regulations. Additional bonding or insurance may be required.
3. **Cost and Pricing Data.** Before a Change Order covering work for which there is no established Contract price will be written, the Contractor shall submit detailed cost or pricing data regarding the changed work. The cost or pricing data shall include an itemization of production rates and all costs including labor, materials, and equipment required for the work. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief,

accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work.

4. Time Analysis. Before a Change Order that adds or subtracts time from the Contract will be written, the Contractor shall provide an analysis and documentation demonstrating changes to controlling items of work that affect Contract time. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief, accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work.

#### **SC-07.03 Differing Site Conditions.**

If, during the progress of the work, a differing site condition is discovered, the party discovering the differing site condition shall promptly notify the other party in writing of the specific differing conditions in accordance with General Condition Paragraph 9.9 **DIFFERING SITE CONDITIONS**. The written notification shall occur before the site is further disturbed and before the affected work is performed. A differing site condition is defined as:

1. Subsurface or latent physical conditions at the site, differing materially from those shown in the Contract documents, that 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 the Contract.

When the Contractor is the discovering party, failure of the Contractor to give the Owner's authorized representative prompt written notice of the alleged differing site condition as required under this section constitutes a waiver of any future claim arising from or relating to the alleged differing site condition.

Unless otherwise directed by the Owner's authorized representative, the Contractor shall leave the affected area undisturbed and suspend work in that area until the Owner's authorized representative investigates the conditions.

The Owner's authorized representative will notify the Contractor of the determination whether or not an adjustment of the contract is warranted. If the Owner's authorized representative finds that such conditions differ materially and increase or decrease the cost of, or the time required for, performance of the Contract, the Owner's authorized representative will prepare a Change Order for an Equitable Adjustment to the Contract. The Contractor shall cooperate with the Owner's authorized representative's preparation of the Change Order, and submit data for actual costs and time to perform differing site work according to Supplementary Condition **SC-07.02 Changes**.

The Change Order will provide an equitable adjustment to Contract price and Contract time, as agreed, to perform the work under a differing site condition. The Change Order will not include expected reimbursement, or anticipated profits suffered or claimed, for the work affected by the differing site condition.

If the Contractor and the Owner's authorized representative are unable to reach an agreement concerning the alleged differing site condition, the Contractor may file a claim under Supplementary Condition **SC-05.17 Claims**.

The Contractor shall keep accurate and detailed records of the actual cost of the work done as a result of the alleged differing site condition and shall allow the Owner's authorized representative



access to those records. Failure to keep records, to provide the Owner's authorized representative with access to those records, or to give the notice required above will bar any recovery for the alleged differing site condition.

**SC-07.04 Use of Materials Found on the Work.**

Before using borrow, the Contractor shall utilize Useable Excavation to construct the selected material layers on the project. For the purposes of this Subsection, Useable Excavation is material encountered in the excavation that meets the requirements of SSHC Subsection 703-2.07 Selected Material. For excavating the Useable Excavation and constructing the selected material layers with Useable Excavation, the Contractor shall be paid only the unit bid price for excavation. Hauling, placing, compacting and other activities required to construct the selected material layers with Useable Excavation shall be subsidiary to excavation, and the Contractor shall not be paid additional sums for those activities. The Owner's authorized representative may approve the use of borrow when Useable Excavation is not available.

The Owner's authorized representative may authorize the Contractor to use the Useable Excavation for Contract items other than construction of the selected material layers on the project, and the Contractor shall be paid both for the excavation of the Useable Excavation and for the other Contract item for which it is acceptably used. If this action results in a shortage of material for the selected material layers:

1. The Contractor shall replace Useable Excavation used for other Contract items on a yard for yard basis with borrow acceptable to the Owner's authorized representative; and
2. This replacement shall be at the Contractor's expense and at no additional cost to the Owner. The Contractor shall pay any royalties required for the borrow.

The Contractor shall not excavate or remove any material that is within the right-of-way but outside the slope and grade lines described in the Contract, without written authorization from the Owner's authorized representative.

In the event the Contractor has processed material from state-furnished sources in excess of the quantities required for performance of the Contract, the Owner may retain possession of the surplus processed materials, including any unsuitable material produced as a by-product, without obligation to pay the Contractor for processing costs. When the surplus materials are in a stockpile, the Owner's authorized representative may direct the Contractor to leave the materials in the stockpile, level the stockpile(s) or remove the materials and restore the premises to a satisfactory condition at no additional cost to the Owner. This provision does not apply to material specifically produced under SSHC Section 305, Stockpiled Material.

The Contractor may temporarily use material from a structure that is designated to be removed to erect a new structure, but shall not cut or otherwise damage such material without the Owner's authorized representative's approval.

**SC-07.05 Cleanup.**

The Contractor shall remove all rubbish, temporary structures, excess materials, and equipment from the project site, from state owned materials sources, and from all work areas before project completion.

**SC-07.06 Value Engineering Change Proposals by the Contractor.**

1. Purpose and Scope. The purpose of this section is to encourage the Contractor to propose changes to Contract designs, materials, or methods based on the Contractor's experience and ingenuity in accordance with General Condition Paragraph 9.10 VALUE

**ENGINEERING PROPOSALS BY THE CONTRACTOR:** The Value Engineering Proposals (VEPs) contemplated are those that may result in immediate savings to the Owner under this Contract without impairing essential functions and characteristics of the Project, including, but not limited to: service life, economy of operation, ease of maintenance, desired appearance, and safety. Cost savings on this project resulting from VEPs offered by the Contractor and accepted by the Owner shall be shared equally between the Contractor and the Owner as noted therein.

2. **Submitting Proposals.** All VEPs must be in writing. The Contractor shall submit the following with each VECP in accordance with General Condition Paragraphs 9.11 **SUBMITTAL & REVIEW OF VEP CONCEPT OR IDEA:** and 9.12 **FORMAL SUBMITTAL OF THE VEP:**
  - a. A description and estimate of added costs the Owner may incur in implementing the VEP, such as review, testing and evaluation of the VEP and Contract administration costs;
  - b. All other items outlined under General Condition Paragraph 9.11 **SUBMITTAL & REVIEW OF VEP CONCEPT OR IDEA:**.
3. **Conditions.** VEPs will be considered in accordance with General Condition Paragraph 9.13 **VEP CONDITIONS:** only when all of the following conditions are met:
  - a. In accordance with General Condition Paragraph 9.10 **VALUE ENGINEERING PROPOSALS BY THE CONTRACTOR:**, the Contractor shall not base any bid prices on the anticipated acceptance of a VEP or if the VEP is rejected, the Contractor shall complete the work at the Contract prices.
  - b. The Owner is the sole judge as to whether a VEP qualifies for consideration and evaluation. It may reject any VEP that does not allow a reasonable time for adequate review and evaluation by the Owner or that requires excessive time or costs for review, evaluations, or investigations, or which is not consistent with the Owner's design standards and policies, safety considerations, land use restrictions, permit stipulations, right-of way limitations, or other essential criteria for the project. The Owner may reject a VEP without obligation to the Contractor if it contains proposals that are already under consideration by the Owner or that have already been authorized for the Contract.
  - c. If the Contractor hires a design professional to prepare the proposal, they must be registered in the State of Alaska. That professional must seal the documents and provide evidence of Professional Liability Insurance with limits acceptable to the Owner.
  - d. The Contractor shall not implement proposed changes before the Owner accepts the VEP.
  - e. The Owner shall not consider VEPs to share in cost savings due to changes previously ordered or authorized under other Contract sections or for work already done.
  - f. Reimbursement for modifications to the VEP to adjust field or other conditions is limited to the total amount of the original Contract bid prices.
  - g. The Owner shall not be held liable for costs or delays due to the rejection of a VEP, including but not limited to the Contractor's development costs, anticipated profits and increased material, labor or overhead costs in accordance with General Condition Paragraph 9.10 **VALUE ENGINEERING PROPOSALS BY THE CONTRACTOR:**.

h. All other items outlined under General Condition Paragraph 9.13 VEP CONDITIONS.

4. Processing. VEPs will be processed in accordance with General Condition Paragraph 9.14 VEP ACCEPTANCE, REJECTION & PAYMENT; and under the following conditions:
  - a. The Owner's authorized representative shall accept or reject the VEP, in writing, by the date the Contractor specifies, unless extended by mutual consent. If rejected, the Owner's authorized representative will explain the reasons for rejection. A VEP may be rejected if the Contractor allows the Owner insufficient time to adequately review and evaluate it.
  - b. The Contractor may withdraw or modify a VEP at any time before it is accepted.
  - c. If the VEP is approved in concept (without final drawings and specifications), the Owner may either undertake the re-design itself or issue the Contractor a limited notice to proceed, subject to mutual agreement, authorizing the final design. The notice to proceed will include reference to any pertinent design criteria, ARRC policies, and other limitations on the design or construction methods. Approval in concept does not constitute acceptance of the VEP and will not obligate the Owner to accept or pay for the final design.
  - d. If the final VEP is accepted, the Owner's authorized representative will issue a Change Order under Supplementary Condition SC-07.02 Changes, incorporating the VEP into the Contract.
5. Payment. If the Owner accepts the VEP, payment will be authorized in accordance with General Condition Paragraph 9.14 VEP ACCEPTANCE, REJECTION & PAYMENT; subparagraph 7 and as follows:
  - a. The VEP Incentive will be paid on a prorated basis as the revised work is performed.

## **SC-08 – Legal Relations and Responsibility to Public**

### **SC-08.01 Permits, Licenses and Taxes.**

The terms, conditions, and stipulations in permits obtained either by the Owner or by the Contractor are made a part of this Contract. Permits obtained by the Owner for this project are attached to these Specifications as appendices. Contact names and phone numbers for permits obtained by the Owner are shown on the individual permits.

The Owner will:

1. Secure permits and licenses that the Owner determines are required for the construction of the proposed project, and the use of mandatory sources, designated sources and designated material disposal areas for the proposed project; and
2. Modify Owner-acquired permits during the performance of the Contract, if deemed necessary by the Owner's authorized representative.

The Contractor shall:

1. Acquire any permits and licenses required to complete the project that are not acquired by the Owner;
2. Provide qualified professionals to collect data or perform studies necessary to acquire permits for the use of sites not previously permitted;

3. Give all notices required for the prosecution of the work;
4. Abide by all permits and licenses whether acquired by the Owner or by the Contractor;
5. Notify the Owner's authorized representative promptly if any activity cannot be performed as specified in the permits, and cease conducting the activity until permit modifications or any required additional permits are obtained;
6. Obtain modifications to permits acquired by the Contractor;
7. Pay all charges, fees and taxes;
8. Provide proof of payment of all taxes before the Owner makes final payment; and,
9. Provide the information necessary to comply with the Alaska Department of Environmental Conservation, Alaska Pollutant Discharge Elimination System (APDES) to discharge stormwater from the construction site. Requirements for this permit are given under SSHC Section 641, Erosion, Sediment, and Pollution Control.

The provisions of permits acquired by the Contractor, and of notices and information under this section does not shift or create responsibility for compliance with Federal or State law to the Owner, or otherwise impose a duty for oversight or review.

In addition, before using an area on or off project site not previously permitted for use by the Contract, the Contractor shall:

1. Contact all government agencies having possible or apparent permit authority over that area;
2. Obtain all required permits, clearances, and licenses from those agencies;
3. Obtain permission from any property owners or lessees with an interest in the property; and
4. Provide all of the following to the Owner's authorized representative:
  - a. All permits or clearances necessary to use the site for its intended purpose(s);
  - b. A written statement that all permits or clearances necessary have been obtained;
  - c. Written evidence that the Contractor has contacted all of the relevant agencies and that no additional permits are required on the part of the Contractor, including at a minimum the name of the agency and staff person contacted, the date contacted, and result of coordination; and
  - d. A plan that identifies how the site will be finally stabilized and protected.

The Owner's authorized representative may reject a proposed site if the Contractor fails to provide any of the above information or to demonstrate that a proposed site can be finally stabilized to eliminate future adverse impacts on natural resources and the environment.

#### **SC-08.02 Railway-Highway Provisions.**

The Contractor shall conduct all operations on or near a railroad according to the Contract, any contract between the Owner and the AKDOT&PF, and any permits issued by the AKDOT&PF. The Owner shall provide permits for hauling materials across railroad tracks at locations specified

in the Contract. If the Contractor desires additional crossings, the Contractor shall obtain any required permits at the Contractor's expense.

**SC-08.03 Contractor's Responsibility for Work.**

The Contractor shall be responsible for implementing all preventative measures necessary to protect, prevent damage, and repair damage to the work from all causes at no additional cost to the Owner. This duty continues from the date construction begins until the date specified in a letter of Substantial Completion or Partial Acceptance of a specific section of the project. Where there is a Partial Acceptance, the duty ends only as to the accepted portion of the work. This duty continues during periods of suspended work, except in specific sections the Owner has agreed to maintain under SSHC Subsection 643-3.07.

The Contractor shall rebuild, repair, restore, and make good all losses or damages to any portion of the work including that caused by vandalism, theft, accommodation of public traffic, and weather. The Owner will only be responsible for loss or damage due to unforeseeable causes beyond the control of and without the Contractor's fault or negligence, such as Acts of God, the public enemy, and governmental authorities.

In case of suspension of work from any cause, the Contractor shall take such precautions as may be necessary to prevent damage to the work or facilities affected by the work. This will include providing for drainage and erecting any necessary temporary structures, signs, or other facilities and maintaining all living material such as plantings, seedings, and soddings.

**SC-08.04 No Waiver of Legal Rights.**

The Owner shall not be precluded nor estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The Owner shall not be precluded nor estopped, notwithstanding any measurement, estimate, or certificate and payment, from recovering from the Contractor or the Contractor's Sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Owner, or by any representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver by the Owner of any portion of the Contract or of any right of the Owner to damages. A waiver by the Owner of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

**SC-09 – Staging and Access**

The Contractor may make use of the Railroad Right-Of-Way (ROW) in upland areas with written permission of the ARRC in accordance with General Conditions Articles 4. ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS: and 6. ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:. Materials and equipment must be stored in a neat, workmanlike manner. All materials, equipment, and debris must be removed at the completion of the project. Disturbed areas must be restored to their pre-construction conditions. Staging areas must not interfere with ARRC's ability to utilize its facilities or support their clients.

### **SC-10 – Dewatering**

In the event the Contractor needs to perform dewatering activities while performing contract work the Contractor shall comply with CGP Part 4.4, and the DEC General Permit for Excavation Dewatering (AKG0020000), requirements for dewatering for trenches and excavations. All dewatering activities, if required, are subsidiary to this Contract.

### **SC-11 – Rail Operations Coordination**

#### **General Background:**

The proposed project will be constructed during active rail operations. This bridge is located in part of a critical freight transportation system. Railcars, containers and break bulk cargo are transferred from barge to rail at either the Whittier Terminal or Seward Terminal for transportation to the Anchorage Terminal and interior Alaska. The freight activities between rail and barge are closely coordinated and interdependent. The proposed bridge construction must be planned, scheduled and undertaken to avoid disruption to the rail freight operation.

The proposed bridge will be constructed outside of the peak passenger train season which typically ends around the middle of September. This will allow track closures that will be arranged around the freight operation described herein.

Operational schedules are adjusted and influenced by weather, tides, freight make-up, loading and off-loading quantities, crew availability and equipment reliability.

#### **ARRC Flagging:**

##### **Situational Requirements:**

Railroad flag protection (flagging) is required whenever people, vehicles, or equipment are within 20' of the tracks.

Flagging is also required if equipment can reach within 20' of the tracks. Some examples of other situations which may require flagging:

- Surveying within 20' of the tracks
- Boring under the tracks
- Working over the tracks (on a bridge or with overhead utility lines)
- Working within 20' of any railroad facilities, including signal facilities.
- Movement of off-road or oversized/overweight loads over at-grade crossings
- Operating tracked equipment over at-grade crossings
- Using a sweeper truck on at-grade crossings
- Crossing tracks on foot with limited sight distance

Railroad flagging personnel are provided to protect ARRC personnel, equipment, passengers, and facilities from the work being performed, and to provide protection to contractors working within ARRC ROW from ARRC operations. They are not inspectors of the work being performed. ARRC reserves the right to require construction observation for work within ARRC ROW. Flaggers will provide daily job briefings and ensure at each briefing that all contractor activities planned for that day will comply with the most current version of the Alaska Railroad Safety Policies. All personnel entering the project limits are required to have a job briefing with the Flagger prior to work.

A single flagger may cover a limited length of track, depending on track curves, sight lines, radio contact, and other factors. The ARRC will determine in its discretion flagging limits per location

and how many flaggers are necessary to cover the required work area.

The minimum flag protection time for which a permittee shall be responsible is 8 hours per day, per flagger, regardless of the actual time during each day that flagging is required. No single flagger may work more than 12 hours in a given day, 60 hours in a given week, or 6 days in a row.

Flagging hours will typically exceed the Contractor's onsite work hours. Additional time is required for flaggers to travel to and from the work site, to obtain track authority, and to set up and tear down equipment, each of which are included in the time allotted for flag protection. On average, a flagger will work 2-3 hours per day in addition to the onsite flagging time.

Flagging required for delays in the work and/or hours beyond 12 hours in a given day, 60 hours in a given week will be billed to the Contractor at the Flag Projection Cost. This includes additional flagger(s) required to be called out so as not to exceed the times stated above.

#### Scheduling:

Flagging requests must be submitted 10 business days prior to the start of work. ARRC will make a reasonable effort to provide flagging to accommodate contractors' schedules. However, staffing is limited during certain times of the year and personnel may not be available at specific times. Flagging request submissions for work durations longer than two weeks will be required 4 weeks prior to the start of work.

To avoid flagging charges, cancellations of flagging requests must be made at least 72 hours prior to the scheduled start of flagging operations. Any cancellations received with less than 72 hours' notice are subject to payment of the minimum daily rate, as determined by ARRC, for the number of flaggers assigned to the project.

#### Flag Protection Cost:

Flagging beyond that provided under the Contract will be billed out at a flat hourly rate of \$150.00 per flagger. ARRC flaggers are limited to a 12 hour work shift for a maximum of 6 days per week. Should the contractor elect to work over 6 days per week, or longer than 12 hours per day, an additional flagger(s) will be required for the overlap. For longer projects, flagger(s) assigned to the project and must be guaranteed at least 5 standard working days.

#### Bridge Construction Activities:

General bridge construction activities must be planned and coordinated with rail operations. Work within ten (10) feet of the track centerline above the elevation of the rail, or work that may inadvertently damage the serviceability of the bridge or track must always be carefully coordinated with the Owner's Representative. The time available to work within this area and/or make the track impassible will vary, dependent upon the freight and passenger operations described previously. Track closures for bridge construction, with no-train traffic, will be established during ongoing construction activities with as much certainty as possible to assist the Contractor with the objective of constructing the proposed bridge efficiently during active rail operations servicing the barge arrival cycle. Typically, the bridge site will be available for the Contractor's full use at all times that do not conflict with the rail operations described herein.

Tracks out of Service (Track Outages): The work shall be planned so as to minimize track service outages. The Contractor shall submit a closure plan and request for proposed track outage date(s). The plan will describe the work to be accomplished, the equipment, manpower and other

resources required, and the work schedule, specifying dates and times. Once approved by ARRC, the Contractor shall follow the plan without any variation whatsoever unless a modification is approved by the Chief Engineer. ARRC reserves the right to assume control of the work to reestablish rail service if the schedule is not met. The Contractor shall bear all costs and damages which may result from failure to meet the closure schedule, in addition to the Train Delay charges provided for in these Supplementary Conditions and Contract Documents.

1. 30 days in advance the Contractor will identify the target week for 8 to 48 hour track outages and submit the closure plan and request for track outage date(s).
  - a. 7 days prior to the outage week, ARRC will identify probable dates and times for the outages.
2. 45 days in advance the Contractor will identify the target week for track outages greater than 48 hours and submit the closure plan and request for track outage date(s).
  - a. 7 days prior to the outage week, ARRC will identify probable dates and times for the outages.
3. ARRC will commit to an outage 7 calendar days in advance. Prior to that, ARRC can cancel and/or reschedule the track outage.
4. Track Closures, unless approved otherwise, will only be allowed:
  - a. On the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> weeks (as applicable) of the months of October through April.
  - b. Most days an 8 hour track outage is available at different times during the day.
  - c. From week to week a track outage may be available between Thursday 0700 and Saturday 0700.
  - d. With appropriate planning as outlined in the Contract Documents and on occasions for critical work a track outage may be available sometime Wednesday morning to Saturday morning. This track outage involves moving and delaying ARRC customers. This type of track outage will require 45 days in advance request. This type of track outage will be very limited and only approved if absolutely necessary. This type of outage will not be made for convenience.
5. Approximately 10 passenger trains per day and 6-10 freight trains per day in peak season (peak months are May to September inclusive).
6. Approximately 2-4 passenger trains per week and 10-14 freight trains per week in off-peak season (off-peak months are October to April inclusive). Train schedules are provisional and may change. Train traffic must not be impeded.
7. Specific work windows/track closures have not been determined; ARRC expects to work with the successful bidder during the preconstruction phase to determine appropriate work windows.
8. The track outages are not for the contractor's exclusive use. The ARRC will be using the outage and hours to perform their tasks. The contractor will be required to have adequate staff and equipment to do the work in the time allotted. 24 hour shifts during track outages may be mandatory.

Span Change-Out Track Closure(s):

The Owner anticipates that the longest track outages will be required for span change-outs.



The Contractor may choose to install one or more of the new bridge spans per change-out track closure. Span change-out track closures shall be carefully planned and scheduled. Span change-out windows must be closely coordinated with Maintenance of Way (MOW) forces who will perform some of the work tasks necessary to place the track back in service. Planning and coordination with the Owner for span change-outs must include the following:

1. MOW forces will square joint the rail between Contractor established change-out limits. This will be done in advance of the span change-out track closure. At the bridge ends, the joints will be located off the bridge span to allow complete removal of the existing approach span and construction of the track embankment (*as required*).
2. After passage of the last train, the Contractor shall remove/demolish the interfering portions of the substructures to be changed-out. The previously square jointed rail segments shall be preserved undamaged and set aside adjacent to the track for re-installation by MOW. All other removed materials, unless noted otherwise, shall become the property of the Contractor.
3. After the Contractor has installed the substructure and affixed the new and existing superstructures to it, and the structure is safe for equipment operation, MOW forces will place ballast and reassemble the track as the last significant operation during the planned change-out.
4. The change-out plan and schedule must be approved and agreed upon by the Owner and must include the time necessary to reassemble the track.

Other On-Track Railroad Activities:

Other Railroad on-track activities that will pass the proposed bridge site include snow plowing, track inspection, and track maintenance needs. In-service track is inspected, in accordance with federal regulations, twice a week by hyrail. The Owner will coordinate these other activities whenever possible with freight operations to avoid interfering with available bridge construction track closures.

ARRC Work Train:

If the contractor would like to use rail and or train support, all cost shall be placed on the Contractor. Rates, schedules and details must be arranged with ARRC Marketing. There are potential for cost savings for both ARRC and the contractor if work train coordination can be arranged such that project support items are scheduled by the contractor and arranged during the same work windows that ARRC will also be performing their portions of the work, also using the company work train at the same time and within the general project vicinity. If the contractor would like to work in conjunction with the ARRC work train they must abide by the following guidelines:

1. The Contractor shall provide a minimum 21 day notice for ARRC work train coordination and use for mobilization, demobilization, loading/unloading materials at a yard designated by ARRC.
2. For Work Train use during track outages the Contractor shall request the Work Train as part of their submitted closure plan and request for proposed track outage date as described in these Supplementary Conditions.
3. The ARRC will be utilizing a Work Train to move equipment and materials to and from the project site as necessary and at ARRC's convenience.
4. ARRC will provide for one (1) dedicated work train for mobilization at the start of the season and one (1) dedicated work train for demobilization at the end of the season.
5. Contractor shall provide at least 4 people to remove load securements, 2 operators and 1 supervisor at the site during unloading of equipment and materials and for mobilization

and demobilization.

6. Overtime, stand-by time, or delays caused by work train schedules are the Contractor's responsibility.
7. Marshalling area is available at the ARRC Anchorage Yard for moving contractor's equipment. ARRC may consider alternate marshalling areas proposed by the Contractor.
8. Materials will be loaded at ARRC's Birchwood Yard. ARRC may consider alternate areas proposed by the Contractor.
9. ARRC Work Trains hours of service may and will not exceed 12 hours. Hours of service are set by Federal Regulations. Delays to the work train will be as outlined in these Contract Documents.

### **SC-12 – Train Delays**

1. All work on ARRC Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by ARRC.
2. Should any of the Permittee/Contractor's or its subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Permittee/Contractor by ARRC.
  - a. Passenger trains each: \$50 per minute of delay, 60-minute minimum charge.
  - b. All other rail traffic: \$50 per minute for each delay over five minutes, 30-minute minimum charge.
  - c. Rail barges or other Connecting Carrier Vessels: No charge for delays of one hour or less; \$1,000 per hour for each hour or any part of an hour thereafter with a minimum charge of \$6,000.

Delay time will be taken from the train sheet in ARRC's Dispatcher's Office, Anchorage for all delays and each train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

### **SC-13 – Contractor Based On-Track Equipment Operation**

All operation of on-track equipment shall be performed by individuals in accordance with 49 CFR Part 214, Subpart D – On-Track Roadway Maintenance Machines and Hi-Rail Vehicles. Operation of on-track equipment shall only be by a trained Roadway Maintenance Machines operator.

### **SC-14 – Section 244, Trackwork Removal**

244-1.01 DESCRIPTION. This work consists of dismantling and removing track from the existing roadbed. All removed track materials (rails, ties, other track materials) will become the property of the Contractor, except as noted on the Plans or in the Contract Documents. All track materials that become the property of the Contractor shall be removed from the project area and disposed of in a Contractor-furnished waste disposal site in accordance with all federal, local, state, and tribal regulations; removal and disposal shall be before Substantial Completion unless otherwise approved by the Owner.

## **CONSTRUCTION REQUIREMENTS**

244-3.01 GENERAL. Remove all trackwork that is scheduled to be retired from service as a result of the new track construction.

244-3.02 ROADBED CLEANUP AND SHAPING. After all track material has been removed and debris and tie remnants removed, the remaining unclassified excavation shall be disposed of per their respective "Unclassified Excavation" Pay Item No.'s within the Special Conditions.

244-3.03 MISCELLANEOUS MATERIALS. Spikes, bolts, nuts, and washers and other miscellaneous track parts such as gauge rods shall become the property of the contractor.

### **SC-15 – Equipment Rental**

DESCRIPTION. This item consists of furnishing construction equipment, operated, fueled and maintained, on a rental basis for use in construction of the proposed improvements and in performing work incidental to construction at the direction of the Project Manager or designee as such work is generally defined in these Plans and Specifications. Construction equipment is defined as that equipment actually used for performing the items of work specified and shall not include support equipment such as, but not limited to, hand tools, power tools, electric power generators, welders, small air compressors and other shop equipment needed for maintenance of the construction equipment.

### **REQUIREMENTS.**

1. Equipment Furnished. The construction equipment to be provided under this contract shall be that shown in the Special Provisions or the bid schedule supplemented by such non-rental maintenance equipment and support equipment as the Contractor elects to provide. The equipment shall be of modern design and in good working condition and shall be maintained in good working condition throughout the life of the project. All equipment to be used in the construction of this project as noted in the Bid Schedule shall be made available for inspection by the Project Manager or designee prior to its shipment to the project site. Each item of equipment shall have company numbers clearly displayed for ready identification. The Project Manager or designee shall have the authority to prohibit the use of rental payment for any equipment which is not maintained in good working condition or which has a production capacity below construction industry standards.

Equipment Operators. Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its capacity. The Contractor shall replace those operators who, in the opinion of the Project Manager or designee, misconduct themselves, either on the job or in the community, or are incompetent or negligent in the operation of the equipment.

## **END OF SUPPLEMENTARY CONDITIONS**

## **APPENDIX G – STATEMENT OF SERVICES**

### **1. Scope**

#### **General Requirements**

#### **Bridge 147.4 – BASE BID ITEMS:**

Work to be completed under this contract includes, but is not limited to; the removal of the existing northernmost pier to an elevation that is below the current mudline; installation of two new deep foundation elements (four (4) pile array for each element), to include the installation of two (2) new pre-cast concrete pile caps and a Steel Plate Girder; the assembly and installation of the Owner provided 26' ballast deck approach span; and the disposal of all materials generated;

#### **Item No. 1 (640.0001.1) – Mobilization and Demobilization**

Perform work and operations necessary to move personnel, equipment, supplies and incidentals to the project site; establish offices, buildings, and other facilities, except those provided by the Owner, perform other work and operations and pay costs incurred, before beginning construction; complete similar demobilization activities; and furnish required submittals such as as-built (record) drawings, certificates, daily construction daily reports, payrolls, civil rights reports, and equipment/work warranties as necessary. The Owner does not anticipate at this time providing the Contractor with utilities or support facilities. Therefore, the Contractor shall, anticipate providing their own utility and support facilities necessary to complete the work and/or provide for their employees. Contractor must comply with the Alaska Department of Labor and Workforce Development requirements as noted herein.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price in accordance with SSHC Subsection 640-4.01 and Supplementary Condition SC-01 – Measurement and Payment.

#### **Item No. 2 (203.0020.1) – Maintenance Pad**

Work includes all equipment, materials, labor, and supervision required to construct and shape the embankment to the lines and grades shown on the Plans.

Prior to the placement of material on the site, the Contractor shall clear and grub the limits shown on the Plans in accordance with SSHC Section 201, and all governing permits stipulations (*where applicable.*) Where fill is to be temporarily placed, furnish geotextile separation material meeting the requirements of SSHC subsection 729-2.01.2 and install geotextile materials in accordance with SSHC Section 630. Contractor shall submit specifications or datasheets from the supplier meeting the requirements set forth in the aforementioned subsection. The provision and installation of geotextile separation material shall be subsidiary to this Work

Construct embankments in accordance with SSHC Section 203 using Selected Material, Type A in accordance with SSHC subsection 703-2.07.1. Material is to be compacted in accordance with SSHC subsection 203-3.05. Prior to the embankment reaching an elevation that the placement of additional fill would contaminate the ballast prism, the Contractor shall place geotextile separation material over the length of the affected prism.

For the delivery of material to the site, the Contractor shall coordinate with the Owner for a tentative delivery date. Additionally, the Contractor shall confirm the quantity of material to ensure

that it is more than adequate for the construction of any required maintenance pads. The Contractor will be responsible for loading ARRC's train should the material source not be equipped with a tippie. Once the train arrives on-site, the Contractor will be required to assist with the unloading of the Atlas Difco 50 yd<sup>3</sup> pneumatic side dump cars (*e.g. using hydraulic excavators to remove excess material and/or to return the dump body to its transportation position.*) Material will not be scheduled for delivery if the Contractor is not prepared to either stockpile the material on-site or place the material.

Removal of all fill materials not permitted to remain beneath the Ordinary High Water (OHW) elevation shall be considered subsidiary to this work. Upon completion of all Work requiring the use of the maintenance pads, the Contractor is to remove any material above the toe of the ballast prism. Materials removed may be placed within the permitted maintenance pad limits provided the elevation constraints above are adhered to. All geotextile material used under temporary fill or to protect the ballast prism, shall be disposed of offsite.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 203, and Supplementary Condition SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Items.

**Item No. 3 (611.0002.1) – Riprap, Class III**

Work includes all equipment, materials, supervision, and labor required to provide and install all Class III Riprap material, the delivery and placement of material is to conform to the Plans and specification SSHC Sections 203 and 611.

The price for this item shall constitute full compensation for furnishing all labor, equipment, and materials, and performing all operations necessary to prepare and construct the embankment to the standards indicated in the plans and specifications outlined herein.

Inclusive to this work are all costs associated with the excavation of any materials encountered or generated as a result of the construction activities (as defined in SSHC subsection 203-2.01). Clearing and grubbing within the limits shown on the Plans, in accordance with SSHC Section 201, and all governing permits stipulations (*where applicable*) shall also be subsidiary to this Work. Additionally all work associated with pioneering access and maintaining the excavation and embankment areas to keep them free draining at all times as the work progresses.

For the delivery of material to the site, the Contractor shall coordinate with the Owner for a tentative delivery date. Additionally, the Contractor shall confirm the quantity of material to ensure that it is more than adequate for it to construct any required maintenance pads. The Contractor will be responsible for loading ARRC's train should the source of the material not be equipped with a tippie. Once the train arrives on-site, the Contractor will be required to assist with the unloading of the Atlas Difco 50 yd<sup>3</sup> pneumatic side dump cars (*e.g. using hydraulic excavators to remove excess material and/or to return the dump body to its transportation position.*) Material will not be scheduled for delivery if the Contractor is not prepared to either stockpile the material on-site or place the material.

Prepare the embankment substructure in accordance with SSHC section 203. Embankment shall be shaped in accordance with the lines, grades and elevations indicated in Plans and cross sections. Subgrade shall be approved by the Owner prior to covering with Riprap.

After subgrade acceptance, the Contractor will place and install approved Class III Riprap as indicated on the Plans and herein. Assist the Engineer as needed to sort and measure the stones

in the load to determine if the riprap is within specifications. Riprap shall be distributed at a consistent thickness and consistency across the embankment face and over the prepared subgrade. Riprap shall be keyed in place and installed in such a manner as to create a smooth and uniform face along the revetment.

Method of Measurement: (Ton). Compensation shall be paid for at the agreed upon unit price in accordance with SSHC section 611, subsection 109-1.02.13 "Ton", and Supplementary Condition, SC-01 – Measurement and Payment.

#### **Item No. 4 (202.0023.1) – Removal of Bridge and Existing Structures**

Work includes all equipment, materials, labor, and supervision required to remove the existing span and applicable pier substructure components. Excavation, disposal and removal of unclassified excavation, backfill (*bedding aggregate and/or classified fill*), and all other items required for the removal of the structures associated substructures per SSHC subsection 202-3.03 and the Plans, shall be subsidiary to this pay item and performed in accordance with the same. Any removed structures, along with any ancillary items not scheduled to be salvaged, or materials generated as a result of the removal process, become the property of the Contractor. The Contractor is responsible for disposing of the materials in a Contractor-furnished waste disposal site in accordance with all federal, local, and state regulations. The Owner only intends on salvaging the section of rail removed from superstructure and the structure steel components of the superstructure.

Prior to the removal of bridges or elements of bridges that are in use by ARRC traffic, ensure that satisfactory arrangements have been made and written permission has been received from the ARRC's Chief Engineer. The Contractor shall provide a detailed plan describing the sequence of work, schedule, equipment, safety and disposal of bridge elements to be removed 60 days prior to removal for approval as noted in Supplementary Condition SC-11 – Rail Operations Coordination.

The Contractor and its subcontractors shall abide by all applicable Alaska Occupational Safety and Health (AKOSH), Occupational Safety and Health Administration (OSHA), and Federal Railroad Administration (FRA) safety requirements for any and all activities performed on, or adjacent to bridges and on, or over, waterbodies.

As structural steel elements that are slated to be removed may be coated with a substance containing lead. The Contractor shall ensure, through engineering controls and/or Personal Protective Equipment, that workers and/or bystanders exposures to lead or any other airborne hazard(s) will be kept below the AKOSH or OSHA Permissible Exposure Limits (*whichever is more stringent*). The Contractor may elect to test the existing coating to determine if lead abatement is required. The Contractor shall also ensure all Alaska Department of Environmental Conservation (ADEC) and Environmental Protection Agency (EPA) regulations are followed for the capture, accumulation and disposal of any and all waste products (*e.g.: coatings*) associated with this project.

Once ARRC has cut and/or unbolted the section of rail to be removed, the Contractor shall assist ARRC with the removal of the track panel between the breaks in the rail.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 202 and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Items.

**Item No. 5 (202.0024.1) – Removal of Pier**

Work includes all equipment, materials, labor, and supervision required to remove the existing pier substructure, in its entirety, to an elevation at, or below, the existing mudline elevation in accordance with SSHC Section 202. Excavation, disposal of unclassified excavation, backfill (*bedding aggregate and/or classified fill*), and all other items required for the removal of the scheduled structure per the aforementioned Section and the Plans, shall be subsidiary to this pay item and performed in accordance with the same. Any removed structures, along with any ancillary items not scheduled to be salvaged, become the property of the Contractor. The Contractor is responsible for disposing of the materials in a Contractor-furnished waste disposal site in accordance with all federal, local, and state regulations.

The removal of the existing structure shall be completed in a minimum of two (2) phases and each required phase shall be subsidiary to this Work. The first phase of the Work shall consist of cutting the full cross section of the pier to an elevation that allows the installation of the new steel plate girder pier cap to occur. The full cross sectional cut shall be completed using a diamond wire saw, or an alternative Owner-approved method, at the abovementioned elevation. As the pier is to remain in service after the completion of the cut, the Contractor will be required to submit a bracing plan. Said plan, and its supporting design calculations, are to be signed and sealed by either a Civil or Structural Engineer that is both currently registered in, and in good standing with, the State of Alaska. Alternatively, with prior Owner approval, similar licensure and standing within the Pacific Northwest States may be utilized to meet the abovementioned bracing plan requirements. As the existing pier is rotating about its long axis towards the water (cardinally south), the Engineer is to take this into account when designing the temporary bracing noted above.

All subsequent phases may be completed by using any means warranted by the Contractor, as long as said means and methods produce a final product that does not alter the landscape outside of the piers' original foot print, is in compliance with all governing permits, and is completed in accordance with SSHC Section 202.

Removal of the temporary pier stabilization tie back system shall be subsidiary to this work. All the horizontal members (*i.e. the waler and the two tie backs*) are to be salvaged and shall remain under the ownership of ARRC. Inclusive to the salvage of the aforementioned members shall be the removal of all ancillary items welded, or connected with structural hardware, to the members to include, but not limited to, the removal of any brackets, gussets, or stiffeners. The pipe piles shall be cut-off at an elevation no less than 1.0-feet below the top of the embankment or the bottom of the riprap armor layer. Prior to the placement of any fill material over the cut-off piles, the piles are shall be filled with either sand or pea-gravel to within an inch of the cut-off elevation of each pile.

However, components of the tie back system that are less than five (5) feet in length (*nominally*) shall become property of the Contractor and are to be disposed of off-site as noted herein.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with, SSHC Section 202, and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Items.

**Item No. 6 (505.0005.1) – Furnish Structural Steel Piles, 24”Ø x 0.625”t - Bare**

Work includes all equipment, materials, supervision, and labor required to fabricate and/or furnish structural steel pile in accordance with SSHC Section 505, Section 715, Section 716, and the Plans.

Provide structural steel piles in sections no less than 40-feet (nominal) for the lengths and quantities identified herein. The wall thickness of the piles shall be 0.625”.

Pipe pile shall be straight seam welded and with material conforming to ASTM A252, Grade 3. Prior to shipping, the manufacturer shall provide material certifications in accordance with SSHC subsections 715-2.03 and 716-2.08.

Method of Measurement: (Linear Foot). Compensation will be paid for the sum of the lengths “Linear Foot” of the piles in place in the completed structure, measured from the tip of pile to the cut-off elevation; accepted by the Owner and in accordance with, SSHC Section 505, and Supplementary Condition s SC-01 – Measurement and Payment.

**Item No. 7 (505.0005.2) – Furnish Structural Steel Piles, 24”Ø x 0.625”t - Galvanized**

Work includes all equipment, materials, supervision, and labor required to fabricate and/or furnish structural steel pile in accordance with SSHC Section 505, Section 715, Section 716, and the Plans.

Provide structural steel piles in sections no less than 40-feet (nominal) for the lengths and quantities identified herein. The wall thickness of the piles shall be 0.625”.

Pipe pile shall be straight seam welded and with material conforming to ASTM A252, Grade 3. Pipe pile materials shall first be prepared in accordance with The Society for Protective Coatings Surface Preparation Specification No. 8 – pickling and shall be hot-dip galvanized in accordance with SSHC subsection 716-2.07 to a minimum coating grade of 100 (2.3 oz. /ft<sup>2</sup>). Deviations for the surface preparation are not allowed, unless otherwise approved by the Engineer. Provide a 3” mask at the end of each section of pipe pile galvanized in accordance with aforementioned. Prior to shipping, the manufacturer shall repair any damaged coatings in accordance with SSHC subsection 716-2.07 and provide material certifications in accordance with SSHC subsections 715-2.03 and 716-2.08.

Method of Measurement: (Linear Foot). Compensation will be paid for the sum of the lengths “Linear Foot” of the piles in place in the completed structure, measured from the tip of pile to the cut-off elevation; accepted by the Owner and in accordance with SSHC Section 505, and Supplementary Condition s SC-01 – Measurement and Payment.

**Item No. 8 (505.0006.1) – Drive Structural Steel Piles, 24”Ø x 0.625”t**

Work includes all equipment, materials, labor, and supervision required to drive the Contractor furnished 24”Ø x 0.625t pipe piles in accordance with the Plans and SSHC Section 505.

Subsidiary to this work shall be all costs associated with splicing and galvanic coating repair in accordance with the Plans and Contract Documents to drive the piles to their required tip elevations. Inclusive to this Work shall be the provision of all 24”Ø chill rings (splice rings) required to achieve the desired pile length in the field. Splice rings shall conform to ASTM A572, Grade 50 and shall be provided in accordance with the Plans.



Additionally, the Contractor is to obtain an Associate Pile and Fitting (APF)<sup>®</sup> Model O-14001 'Inside Cutting Shoes' (or Owner-approved equal) and affix it to end of each initial section of pipe which is to be subsidiary to this Work. Driving shoes shall be welded to the pipe piles in accordance with the manufacturer's instructions / recommendations.

All welding is to be performed in accordance with AWS D1.1 as noted herein and all galvanic coatings shall be repaired in accordance with ASTM A780 or AWS C2.23, as noted herein.

A minimum of fifteen (15) days prior to commencing pile driving activities, the Contractor shall submit to the Owner for review a pile installation plan. The plan shall address, at a minimum: all equipment, labor, temporary pile support and template system, means and methods to align and maintain pile alignment, survey control, and general work sequence.

Installation and removal of any false work, temporary shoring, bracing, or Contractor fabricated items necessary to drive the new piles shall be subsidiary to this work. The piles are to be driven using a fixed template, firmly secured to a substantial support, unless the Contractor can drive the piles within the tolerances noted in the Contract Documents with confidence.

Notify the Owner a minimum of twenty-four (24) hours in advance of any pile driving activities, extraction or driving, as the Owner, or its representative, is required to be on-site for duration of said activities.

In advance of the Owner or its representative arriving on-site for driving activities, the Contractor is to mark the pile with one-foot increments that are easily visible, with easily visible and readable numbers marked at every five-foot interval. As there are bearing requirements for the new piles (135 ton, 270 kips), it is acceptable only to drive piles a maximum of 20.0' with a vibratory hammer. A diesel impact hammer of sufficient size will drive each pile to the minimum tip elevation noted on the Plans or until it is firmly seated into bedrock and/or it meets practical refusal as determined by the Owner. The Contractor shall not cut the pile off without prior approval from the Owner if the pile is short of the design tip elevation. The Owner may accept the pile at a lesser tip elevation when, in the judgement of the Owner and or Engineer of Record, that the adequacy and safety of the resulting structure will not be jeopardized by its acceptance.

In the event that the any pile within the array does not achieve the desired capacity, the Contractor may be required to: assist the Owner in performing either a CAPWAP<sup>®</sup> Analysis or dynamic Pile Driving Analysis (PDA) of the new pile, splice and drive additional length(s) of pile, and/or standby until further direction is received. The Owner will incur all costs associated with the analysis of the new pile. Driving of additional pipe pile shall be subsidiary to the work.

Should the Contractor elect to utilize equipment that does not meet the minimum requirements set forth herein, and its equipment does not drive the subject pile beyond the designed tip elevation, the Contractor will incur the costs associated with the analysis of the new pile.

Any and all precautions shall be utilized by the Contractor to ensure that piles are neither misdriven nor damaged by the Contractor means and methods. The method used for driving shall not subject the pile to excessive or undue abuse that results in the deformation of the pile. Manipulation of the pile to force it into its proper position via jacking or loading is acceptable if, in the opinion of the Owner, that the structure is not compromised or the individual pile does not deviate more than 1/4" per foot from vertical. Manipulation of the pile(s) which creates a deviation, deemed excessive by the Owner or its representative, or beyond the previously mentioned tolerances, is unacceptable and will not be permitted. Any pile damaged by reason of

internal/external defect, damaged by improper driving, or piles driven out of their proper locations, will be corrected by the Contractor at no cost to the Owner. At any time during the driving activity the pile top becomes damaged in such a manner that the Owner or its representative believe it poses a risk to the satisfactory driving of the pile, driving shall be discontinued. Once the driving apparatus is removed from the pile, the pile shall be cut perpendicular to its axis and then driving activities can continue.

Cut all pipe pile in the array to a plane that allows the pre-cast concrete pier sub caps to be installed as level as practicable with a deviation no greater than 1/16 of an inch between the bottom plate of the cap and to the elevation noted on the Plan set.

The Contractor shall perform periodic inspections of both initial fit-up and welding of all structural components relevant to the Work. The Contractor will provide inspection and testing services in accordance with the referenced standards by an AWS-certified welding inspector from an independent inspection service. All welds (100%) will be visually inspected by the independent inspection service with no less than 25% of the welds undergoing UT (Ultrasonic Testing). MT (Magnetic Particle Testing) tests shall be performed at the discretion of the Owner. Any welds which are found to be unsatisfactory, will be repaired in accordance with AWS standards at the Contractor's expense.

Method of Measurement: (Each). Compensation will be paid for based on the accepted quantity installed in-place and shall be paid for at the agreed upon unit price and in accordance with, SSHC Section 505, and Supplementary Condition SC-01 – Measurement and Payment.

**Item No. 9 (501.0001.1) – Class A Concrete**

Work includes all equipment, materials, supervision, and labor required to fill each pile with Class A concrete, as indicated on the Plans, and in accordance with the Plans, SSHC Section 501, and the latest revision of American Concrete Institute (ACI)'s Guide to Cold Weather Concreting - ACI 306. Prepare each pile in accordance with SSHC subsection 501-3.04, place concrete in accordance with SSHC subsection 501-3.05, and consolidate placed concrete in accordance with SSHC subsection 501-3.06. Finish concrete within an inch of each pile's cutoff elevation and in accordance with SSHC subsection 501-3.07.

Subsidiary to this Work shall be all costs associated with preparing the pile in accordance with the aforementioned, which shall include the installation of an Owner approved plug to achieve the minimum depth of fill within the pile should the soil plug elevation not be within 5-feet of the desired elevation at the completion of pile driving activities.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 501, and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Item.

**Item No. 10 (501.0007.1) – Furnish Pre-Cast Concrete Pier Sub Cap**

Work includes all equipment, materials, supervision, and labor required to fabricate two (2) each Pre-cast Concrete Pier Sub Caps in accordance with SSHC Section 501, Section 503, the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 8 Concrete Structures and Foundations.

The selected Fabricator must have direct experience fabricating pre-cast concrete structural bridge components on at least two (2) projects spanning in durations of at least five (5) years total experience. Provide proof of experience with references.

Provide structural steel embedment plates in accordance with the Plans and SSHC subsection 716-2.02. Stud shear connectors shall conform to SSHC subsection 716-2.02.4. Deformed bar anchors shall conform to SSHC subsection 709-2.01.1

Submit lifting anchor calculations and product data to the Owner for review prior to procuring and installing the anchors in accordance with the manufacturer's recommendations.

Furnish the Certification Reports for all materials in accordance with SSHC subsection 716-2.08.

All welds required to assemble the structure shall be completed in accordance with the Plans. Tolerance requirements are included in AREMA Chapter 15, Section 3.1.7 and AWS D1.5, Section 3.5; the more restrictive criteria shall control. Prior to welding, the Fabricator shall submit a welding plan stamped by a Certified Welding Inspector (CWI) for Owner review and approval. The Fabricator shall be responsible for obtaining inspection services from an independent third-party inspection firm to perform Nondestructive Examination (NDE) as specified on the Plans. Inspections shall be completed by a CWI and results provided to the Owner on a weekly basis.

Additionally, the Fabricator shall have the third party testing firm visually inspect and ring test all shear stud connections in accordance with The Steel Construction Institute (SCI)'s Guidance Note No. 2.11 on Shear Connectors and bend test approximately 2% (*rounded up to the nearest whole number*) of the total connections on each embedment plate in accordance with the same. Connections that undergo bend testing are not to be bent back to their original location, as noted in the abovementioned SCI publication.

Provide a job mix design for Owner review and approval in accordance with the Plans.

Forms are to be constructed in accordance with SSHC subsection 512-3.04 and if utilized, form liners are to conform to the same. Forms are to be coated with a commercial quality form release agent designed specifically to release forms and that will not discolor the concrete. Construction of the forms shall be such that the minimum clearances, as shown on the approved shop drawings and conforming to AREMA, are maintained.

Mix and deliver concrete to the fabrication site in accordance with SSHC subsection 501-3.02.

The Fabricator is to acquire the services of a third party testing facility to perform quality control testing of the concrete in accordance with SSHC subsection 501-3.03. Quality control testing of the concrete shall be performed at a frequency of no less than one (1) set of tests per half days pour. Sampling and testing of aggregate, in accordance with the aforementioned subsection, used in the approved mix design shall not be required if the concrete tests yield acceptable results. The Fabricator may utilize a certified individual (*either from American Concrete Institute - ACI or Western Alliance for Quality Transportation Consecution - WAQTC*) from its workforce upon approval from the Owner.

In addition to the testing of concrete, the third party inspector shall inspect the forms and the placement of all reinforcing steel, anchor points, lift points, and any other ancillary items to be placed within the concrete. Preparation for concrete placement shall be in accordance with SSHC subsection 501-3.04.

The placement, consolidation, finishing, repair, curing, and protection concrete shall be in accordance with the applicable subsections of SSHC Section 501. Materials for curing shall conform to SSHC subsection 711-2.01.

Forms may be removed after the concrete has a minimum compressive strength equal to 70 percent of the approved job mix design's specified compressive strength or after a minimum of ten (10) days curing in accordance with this pay item. Compressive strength for this purpose is to be determined by informational field (shop) test cylinders cured at the same location as the pre-cast concrete pier sub caps under temperature and moisture conditions similar to that of the pre-cast concrete pier sub caps.

Notify the Owner a minimum of fourteen (14) days to when the pre-cast members are available for inspection. The Fabricator shall accommodate the Quality Assurance efforts of the Owner or its designee at the Fabricator's facilities and those of any subcontractors within their plant. After the Owner has inspected, or waived its right to inspect the structure, disassemble the structure and match-mark the members as required.

The Fabricator is to supply a quality control plan that addresses all phases of the work outlined herein, on the approved shop drawings, AREMA Chapter 8, Division 6 – Quality Control of PCI's MNL-116, and SSHC Section 501.

Payment for pre-cast concrete sub pier caps includes materials and work for the following items: Class A concrete, reinforcing steel contained in the member, bolts, studs, anchor bars, block-outs, grout, and all other miscellaneous steel embedded in or attached to the precast members themselves.

Method of Measurement: (Each). Compensation shall be paid for at the agreed upon unit price and in accordance with SSHC Section 501 and 505; and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Item

**Item No. 11 (504.0001.1) – Install Pre-Cast Concrete Pier Sub Cap**

Work includes all equipment, materials, supervision, and labor required to install the two (2) pre-cast concrete pier sub caps to each of their respective deep foundations, as indicated on the Plans, and in accordance with the Plans and SSHC Section 504.

Subsidiary to this work shall be the preparation of the pipe piles, as indicated in DWG No. 7 of 16, for the structural connection between the sub caps and the pile array beneath each cap. Weld connections between the bottom plate and the prepared piles shall be Partial Joint Penetration (PJP) groove welds that are welded continuously, by adhering to the suggested weld pattern and individual maximum weld length indicated on the aforementioned DWG. All welding shall be performed in accordance with AWS D1.5, as noted herein and where applicable, unless otherwise noted therein.

Structural welds between the pipe pile foundation and the pier sub caps will be performed by the independent inspection service using MT (Magnetic Particle Testing), UT (Ultrasonic Testing), and VT (Visual Inspection) test methods. All welds (100%) will be visually inspected by the independent inspection service with no less than 25% of the welds undergoing UT. MT tests shall be performed at the discretion of the Owner. Any welds which are found to be unsatisfactory, will be repaired in accordance with AWS standards at the Contractor's expense.

Method of Measurement: (Each). Compensation shall be paid for at the agreed upon unit price and in accordance with SSHC Section 504 and Supplementary Condition SC-01 – Measurement and Payment.

**Item No. 12 (504.0001.2) – Furnish Steel Plate Girder Pier Cap**

Work includes all equipment, materials, supervision, and labor required to fabricate the Steel Plate Girder Pier Cap in accordance with SSHC Section 504, the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 15 Steel Structures.

American Institute of Steel Construction (AISC) Certification for IBR: Certified Bridge Fabricator – Intermediate (Major) level with a Fracture Critical Endorsement shall be provided to the Owner for review and approval prior to award. Fabrication and procurement of the ancillary items shown on the Plans that are required to install the steel plate girder in the field (*e.g.: beam supports, diaphragms, grillage, shim plates [if required], sole plates, fasteners*), are subsidiary to this Work. Testing of fracture critical members shall also be considered subsidiary to this Work. Furnish the Certification Reports for all materials in accordance with SSHC subsection 716-2.08.

Provide detailed shop drawings to the Owner for approval. Fabrication prior to the Owner's approval or acceptance of the shop drawings shall be at the Fabricator's own risk.

Prior to shop assembly in accordance with SSHC subsection 504-3.01.5 and the Plans, all surfaces within joints shall be free of oil, paint, lacquer, or rust inhibitor. Bolted parts shall fit solidly together and have intimate contact with one another. All joint surfaces, including those adjacent to the structural hardware, shall be free of scale (*excluding tight mill scale*); and free of dirt, loose scale, burrs, other foreign materials and other defects that would prevent solid seating of the bolted parts.

Each anchor bolt shall be shipped with two (2) hot-dip galvanized heavy hex nuts and a hot-dip galvanized flat washer. High strength bolts shall be installed in accordance with the Plans and in accordance with SSHC subsection 504-3.01.6. Fastener testing and inspection shall be performed by a certified third-party testing firm. Provide the test results to the Owner for review and approval. Reaming of holes is not acceptable, unless otherwise approved by the Engineer.

All welds required to assemble the structure shall be completed in accordance with the Plans. Tolerance requirements are included in AREMA Chapter 15, Section 3.1.7 and AWS D1.5, Section 3.5; the more restrictive criteria shall control. Prior to welding, the Fabricator shall submit a welding plan stamped by a Certified Welding Inspector (CWI) for Owner review and approval. The Fabricator shall be responsible for obtaining inspection services from an independent third-party inspection firm to perform Nondestructive Examination (NDE) as specified on the Plans. Inspections shall be completed by a CWI and results provided to the Owner on a weekly basis.

Notify the Owner a minimum of fourteen (14) days to when the structure is available for inspection, to include the attachment of Bolster Beam BB-1 to the structure. The Fabricator shall accommodate the Quality Assurance efforts of the Owner or its designee at the Fabricator's facilities and those of any subcontractors within their plant. After the Owner has inspected, or waived its right to inspect the structure, disassemble the structure and match-mark the members as required.

Ship all structural hardware and structural steel components as indicated in the “STRUCTURAL STEEL SCHEDULE” shown on DWG No. 11 of 16 of the Plans. Provide the Owner with a bill of materials for all components provided, to include quantities and weights, as noted in the Plans. The Fabricator shall be responsible for preparing all materials for shipment. Also note that the Fabricator shall be responsible for the design and detailing of any lifting devices required for the handling and shipping of the structure.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 504 and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Item.

**Item No. 13 (504.0001.3) – Furnish Bolster Beam BB-1**

Work includes all equipment, materials, supervision, and labor required to fabricate the Bolster Beam BB-1 in accordance with SSHC Section 504, the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 15 Steel Structures.

American Institute of Steel Construction (AISC) Certification for IBR: Certified Bridge Fabricator – Intermediate (Major) level with a Fracture Critical Endorsement shall be provided to the Owner for review and approval prior to award. Furnish the Certification Reports for all materials in accordance with SSHC subsection 716-2.08.

Provide detailed shop drawings to the Owner for approval. Fabrication prior the Owner’s approval or acceptance of the shop drawings shall be at the Fabricator’s own risk.

High strength bolts shall be installed in accordance with the Plans and in accordance with SSHC subsection 504-3.01.6. Fastener testing and inspection shall be performed by a certified third-party testing firm. Provide the test results to the Owner for review and approval. Reaming of holes is not acceptable, unless otherwise approved by the Engineer.

All welds required to assemble the structure shall be completed in accordance with the Plans. Tolerance requirements are included in AREMA Chapter 15, Section 3.1.7 and AWS D1.5, Section 3.5; the more restrictive criteria shall control. Prior to welding, the Fabricator shall submit a welding plan stamped by a Certified Welding Inspector (CWI) for Owner review and approval. The Fabricator shall be responsible for obtaining inspection services from an independent third-party inspection firm to perform Nondestructive Examination (NDE) as specified on the Plans. Inspections shall be completed by a CWI and results provided to the Owner on a weekly basis.

Notify the Owner a minimum of fourteen (14) days to when the structure is available for inspection, to include the attachment of Bolster Beam BB-1 to the structure. The Fabricator shall accommodate the Quality Assurance efforts of the Owner or its designee at the Fabricator’s facilities and those of any subcontractors within their plant. After the Owner has inspected, or waived its right to inspect the structure, disassemble the structure and match-mark the members as required.

Ship all structural hardware and structural steel components as indicated in the “STRUCTURAL STEEL SCHEDULE” shown on DWG No. 11 of 16 of the Plans. Provide the Owner with a bill of materials for all components provided, to include quantities and weights, as noted in the Plans. The Fabricator shall be responsible for preparing all materials for shipment. Also note that the Fabricator shall be responsible for the design and detailing of any lifting devices required for the handling and shipping of the structure.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 504 and Supplementary Conditions SC-01 – Measurement of Payment and SC-02 – Lump Sum Pay Item

**Item No. 14 (504.0001.4) – Furnish Elastomeric Bearing Pads BP-1**

Work includes all equipment, materials, supervision, and labor required to fabricate two (2) each elastomeric bearing pads, as shown on DWG. 13 of the Plans, in accordance with SSHC Section 720 and AREMA Chapter 15, Part 5.

Bearing fabrication, finishing, tolerances, testing requirements, and installation requirements shall conform to AREMA Chapter 15, Part 5. Elastomeric bearings shall be previously un-vulcanized 100% virgin polyisoprene (natural rubber), 60 durometer with low temperature properties equal to AASHTO Grade 5. Steel laminates shall be ASTM A1011. Methyl Ethyl Ketone for use in cleaning of elastomeric bearings shall conform to ASTM D740, Type 1 or Type 2.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 504 and 720; and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Item.

**Item No. 15 (504.0001.5) – Install Steel Plate Girder Pier Cap**

Work includes all equipment, materials, supervision, and labor required to install the steel plate girder pier cap onto the two (2) pre-cast concrete pier sub caps indicated on the Plans in accordance with the Plans and SSHC Section 504.

Subsidiary to this work shall be all costs associated with the affixing the steel plate girder pier cap to the pier sub caps (*e.g.: coring, grouting, and etc.*), installation of all ancillary items required to affix the 125' TPG main span and the 26' approach span to the pier cap (*e.g.: elastomeric bearing pads, grillage, bolster beam, and etc.*); and calculations for thermal expansion and any requisite survey control to determine the fixture point of the 125' TPG to the pier cap.

Utilize non-shrink grout with a minimum compressive strength of 4,000psi in accordance with SSHC subsection 701-2.03 where grout is called out on the Plans. Grout is to be stored, mixed, placed, finished, and cured in accordance with the manufacturer's recommendations, SSHC Section 501, and the latest revision of American Concrete Institute (ACI)'s Guide to Cold Weather Concreting - ACI 306. Prior to the placement of grout that is to come into contact with metallic surfaces, ensure that said surfaces (*to include anchor rods*) have a minimum surface temperature in accordance with manufacturer's recommendations.

If shims are required, submit dimensions for Owner approval. Shim, if approved, shall be fabricated from Grade 50W T3 plate steel in accordance with the Plans and SSHC subsection 716-2.02.2.

Anchor bolts are to be installed in accordance with SSHC subsection 501-3.14 and within the tolerances noted on the Plans. Anchor bolts are not to be tightened until the grout has reached a compressive strength that is acceptable to the Engineer and in accordance with the manufacturer's recommendations. The Contractor shall submit the average results of at least

three (3) specimens sampled and tested in accordance with Alaska Test Methods Manual (ATM) 507, AASHTO T106, or ASTM C109.

Prior to removing the existing approach span or any portion of the existing substructure that could adversely affect the integrity of the superstructure, the Contractor is to submit a bracing and/or lifting plan and provide an as-built survey of the superstructures position. Said plan shall address how the Contractor intends to brace and lift the existing 125' TPG to allow for the installation of the steel plate girder pier cap while maintaining the superstructures pre-construction position (*i.e.; alignment*). All lifting accessories shall be designed in accordance with American Society of Engineer (ASME)'s BTH-1-2011: Design of Below-the-Hook Lifting Devices. When utilizing false work and jacks to lift the 125' TPG off from the pier, provide the Owner with the proposed layout of the false work, proposed jacking locations on the superstructure, jacking sequence(s), and jack data. The means and methods chosen by the Contractor shall be designed, to include supporting calculations, signed, and sealed by either a Civil or Structural Engineer that is both currently registered in, and in good standing with, the State of Alaska.

Any welding performed in support of this work shall be completed in accordance with AWS D1.5, as noted herein and where applicable.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 504 and Supplementary Conditions **SC-01 – Measurement and Payment** and **SC-02 – Lump Sum Pay Item**.

**Item No. 16 (504.0001.6) – Install 26' Ballast Deck Approach Span**

Work includes all equipment, materials, supervision, and labor required to assemble the Owner furnished approach span, perform any modifications to the existing abutment, and install the newly assembled superstructure as indicated on the Plans and in accordance with SSHC Section 504.

Subsidiary to this work shall be the preparation as indicated in DWG No. 9 of 16. Weld connections between the bottom plate and the prepared piles shall be Partial Joint Penetration (PJP) groove welds that are welded continuously, by adhering to the suggested weld pattern and individual maximum weld length indicated on the aforementioned DWG to avoid thermal deformation of the plate.

The Contractor shall be responsible for coordinating with the utility owner of the existing fiber optic cable attached to the bridge. The Work to relocate the new utility will entail fabricating new brackets for existing cable trays and installing new brackets in predrilled holes identified on the 26' approach span Plans. No welding or bolting are allowed without prior Owner approval.

Structural welds on the new superstructure will be performed by the independent inspection service using MT (Magnetic Particle Testing), UT (Ultrasonic Testing), and VT (Visual Inspection) test methods. All welding is to be performed in accordance with AWS D1.5 as noted herein and where applicable; and all galvanic coatings shall be repaired in accordance with ASTM A780 or AWS C2.23, as noted herein. Any field welds on either existing superstructures, or on Owner supplied superstructure components, not indicated on the Plans are prohibited unless otherwise or approved by the Engineer.

All welds (100%) will be visually inspected by the independent inspection service with no less than 25% of the welds undergoing UT. MT tests shall be performed at the discretion of the Owner.



Any welds which are found to be unsatisfactory, will be repaired in accordance with AWS standards at the Contractor's expense.

Structural hardware, except as noted, shall be installed in accordance with AREMA Chapter 15, Section 3.2 "Turn-of-Nut Tensioning" and bolts shall be tensioned to the minimum load indicated on the Plans, or to 39,000-lbs. All pneumatic or hydraulic wrenches shall be calibrated at least once each per shift against certified calibration equipment (*e.g. Skidmore-Wilhelm Bolt Tension Calibrator or equivalent*). Calibration shall be checked with a manual torque wrench and each calibration recorded and submitted to the Owner. If pneumatic wrenches are used the air pressure shall be closely regulated.

Contractor shall submit the test results for each combination of structural hardware utilized and inspection reports for all bolted connections completed in support of this Work. Inspection reports are to be completed by a qualified independent third party inspection firm and each bolted connection shall be inspected for compliance with the Contract Documents.

If shims are required, submit dimensions for Owner approval. Provide Grade 50 plate steel in accordance with SSHC subsection 716-2.02.2.

Once the new superstructure is in place, the Contractor shall assist ARRC forces in reassembling the rail. This work shall include, but is not limited to; loading ballast into skip boxes, placing ballast via skip boxes, and lowering track panels onto grade.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 504, and Supplementary Conditions SC-01 – Measurement and Payment and SC-02 – Lump Sum Pay Item.

#### **Item No. 17 (641.0002.1) – Stormwater Maintenance and Management**

Work includes all equipment, materials, supervision, and labor required to provide project administration, management (by certified individuals), and work relating to the control of erosion, sedimentation, and discharge of pollutants, according to SSHC Section 641. Additionally, all applicable local, state, tribal, and federal requirements, including the Alaska Pollutant Discharge Elimination System (ADPES), Construction General Permit (administered by Alaska Department of Environmental Conservation), SSHC Section 301(a) of the Clean Water Act (CWA), and 18 AAC 83.015 are to be followed.

Dependent upon on the amount of fuel to be stored within ARRC's Right-of-Way, a Spill Prevention, Control, and Countermeasures (SPCC) plan may be required. Subsidiary to this work shall be all costs associated with the installation, maintenance, and removal of any Best Management Practice (BMP) required to meet the specifications of the SPCC plan.

Method of Measurement: (Contingent Sum). Compensation shall be paid for at the agreed upon lump Contingent Sum price and in accordance with SSHC Section 641, and Supplementary Conditions SC-01 – Measurement and Payment and SC-01.02 Measurement of Quantities. Paragraph 2.

## **Bridge 147.4 - ADDITIVE ALTERNATE BID ITEMS:**

### **Item No. A.1 Rail Car Mover Support**

Work includes all equipment, materials, supervision, and labor required to provide services in accordance with Supplementary Condition SC-15 – Equipment Rental when required.

This item shall be used for movement of rail cars along the rails when required. The Rail Car Mover shall have a minimum Tractive Effort of 44,000 pounds, double coupled, and 28,000 pounds, single coupled. Additionally, the rail car mover shall be no older than five (5) years and have less than 10,000 total working hours.

No more than six (6) cars at a time may be moved with the Rail Car Mover. Rubber tire Rail Car Movers may be used at Contractor's own discretion.

The Contractor shall follow 49 CFR Part 214, Subpart D – On-Track Roadway Maintenance Machines and Hi-Rail Vehicles. Operation of the rail car mover shall only be by a trained Roadway Maintenance Machines operator.

Payment will be made at the contract lump sum price in accordance with Supplementary Condition SC-01 – Measurement and Payment. This payment shall be full compensation for all fuel, operator's and mechanic's wages, parts, tools, maintenance items, shop equipment, camp, camp personnel wages, and all other incidentals necessary to keep the equipment in good condition and available for work on the project. No payment for equipment standby time resulting from unfavorable weather, or any other reason, is implied or intended and no payment therefore will be made by the Owner.

### **Item No. A.1 (611.0002.1) – Owner Furnished - Riprap, Class III**

Work includes all equipment, materials, supervision, and labor required to install Owner furnished Class III Riprap material, the delivery and placement of material is to conform to the Plans and specification SSHC Sections 203 and 611.

The price for this item shall constitute full compensation for furnishing all labor, equipment, and materials, and performing all operations necessary to prepare and construct the embankment to the standards indicated in the plans and specifications outlined herein.

Inclusive to this work are all costs associated with the excavation of any materials encountered or generated as a result of the construction activities (as defined in SSHC subsection 203-2.01). Clearing and grubbing within the limits shown on the Plans, in accordance with SSHC Section 201, and all governing permits stipulations (*where applicable*) shall also be subsidiary to this Work. Additionally all work associated with pioneering access and maintaining the excavation and embankment areas to keep them free draining at all times as the work progresses.

For the delivery of material to the site, the Contractor shall coordinate with the Owner for a tentative delivery date. Additionally, the Contractor shall confirm the quantity of material to ensure that it is more than adequate for it to construct any required maintenance pads. Once the train arrives on-site, the Contractor will be required to assist with the unloading of the Atlas Difco 50 yd<sup>3</sup> pneumatic side dump cars (*e.g. using hydraulic excavators to remove excess material and/or to return the dump body to its transportation position.*) Material will not be scheduled for delivery if the Contractor is not prepared to either stockpile the material on-site or place the material.

Prepare the embankment substructure in accordance with SSHC section 203. Embankment shall be shaped in accordance with the lines, grades and elevations indicated in Plans and cross sections. Subgrade shall be approved by the Owner prior to covering with Riprap.

After subgrade acceptance, the Contractor will place and install approved Class III Riprap as indicated on the Plans and herein. Assist the Engineer as needed to sort and measure the stones in the load to determine if the riprap is within specifications. Riprap shall be distributed at a consistent thickness and consistency across the embankment face and over the prepared subgrade. Riprap shall be keyed in place and installed in such a manner as to create a smooth and uniform face along the revetment.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance Supplementary Conditions SC-01 – Measurement and Payment,

**Item No. M.1 (505.0005.6) – Modify Structural Steel Piles, ASTM A53, Grade B**

Modify Item No. A-6 (505.0005.1) and Item No. A-7 (505.0005.2). Pipe pile shall be straight seam welded and with material conforming to ASTM A53, Grade B, for both uncoated (bare) and galvanized pipe piles.

**Item No. M.2 (505.0005.7) – Modify Structural Steel Piles, API Specification 5L X52**

Modify Item No. A-6 (505.0005.1) and Item No. A-7 (505.0005.2). Pipe pile shall be straight seam welded and with material conforming to API Specification 5L X52 PSL1 (minimum) in accordance with SSHC subsection 715-2.02.2(a), for both uncoated (bare) and galvanized pipe piles.

**Item No. M.3 (505.0005.8) – Modify Structural Steel Piles, API Specification 2B**

Modify Item No. A-6 (505.0005.1) and Item No. A-7 (505.0005.2). Pipe pile shall be straight seam welded and with material conforming to API Specification 2B, for both uncoated (bare) and galvanized pipe piles.

## **APPENDIX H – SPECIAL CONDITIONS**

Work shall be completed in accordance with the project drawings, these supplemental specifications, and the suggested installation procedures as provided by the manufacturer. In the event of technical specification conflicts, the project drawings shall control, unless otherwise noted herein.

All construction shall meet the current industry standards for the work being performed. The Contractor will help the Owner or its representative perform construction observation and oversight as required to complete the project and provide quality assurance for the project. All work shall meet all the stipulations stated herein and in any governing permits.

**ARRC Coordination:** The Contractor must coordinate with ARRC's Project Manager, or its designated representative(s), and ARRC's Transportation Operations Manager for daily operations, access to the physical project site and for the delineation of the Contractor equipment staging area(s). Coordination with the ARRC and its on-site representative will be paramount to the successful execution of the Work as the coordination of access to the site and scheduling track outages is critical to the completion of the Work.

**Quality Control:** The Contractor shall be responsible for controlling the quality of the construction and all of the required materials that are not furnished by the Owner. The work noted herein requires documentation of conformance with material and installation specifications. Material documentation shall be furnished to the Owner prior to placement or use of the Contractor provided materials on-site. Installation quality documentation shall be furnished to the Owner prior to any request for payment. Contractor is to supply quality control procedures for approval fifteen (15) days prior to commencing field work that is in compliance with the ARRC's installation requirements noted herein and on the Plans.

**Daily Reports:** The Contractor shall furnish and submit on a daily basis, unless otherwise approved by the Owner, a daily progress activity report for each day of Work; beginning on the first day of mobilization and continuing through the last day of demobilization. Daily reports shall contain, at a minimum, the followings items:

1. A detailed description of the day's Work activity.
2. Details of any incidents including any near losses.
3. A summary of Contractor resources employed that day including, but not limited to: labor, equipment, and materials.
4. Actual weather information during the day.
5. A list of all visitors to the site and the purpose of their visit.
6. A minimum of four (4) high resolution photos portraying the day's Work activities with descriptions of each photo. Photos are to be neatly embedded in the last page of the report.
7. Additional photos and/or videos of the Work activity and site conditions are encouraged and should be attached to the report.

A sample daily report is provided herein for reference. Alternatively, the Contractor may submit their proposed format to the Owner for review and approval prior to implementation.

**Welding:** All welding performed under this Contract is to comply with all applicable provisions of the most current version of the American Welding Society (AWS) D1.5 Bridge Welding Code. Where AWS D1.5 is not applicable, welding is to be performed in accordance with AWS D1.1 Structural Welding Code - Steel. Prior to commencing welding

activities, the Contractor is to submit all welding procedures, in accordance with either AWS D1.1 or D1.5 that it intends to use for the work specified within the Contract Documents. Additionally, submit welder certificates that include a statement that specifically certifies that each proposed welder has been qualified as specified in the applicable AWS for the particular process or processes that said welder will perform under this Contract. With each proposed welder's certificate(s), the Contractor shall also specifically certify that said welder's qualifications remain in effect in accordance with AWS and provide evidence that the proposed individual has satisfactorily passed the AWS qualification tests for the welding processes submitted and, if pertinent, has undergone recertification.

When welding materials with galvanic coatings, the galvanizing within one (1) inch of the weld shall be removed, and repaired, in accordance with the Contract Documents. Welding through galvanic coatings is not permitted.

Removal of unacceptable weld or base metal shall be performed using mechanical means or mechanically controlled methods.

**Galvanic Coating Repairs:** Galvanic coatings damaged due to fabrication, welding (*e.g. field splices, field welds*), materials handling, or occurring during the installation of items under this Contract shall be repaired either by flame spray metalizing or hot stick method, in accordance with ASTM A780 or AWS C2.23.

#### **CPM Scheduling**

Work includes all equipment, materials, supervision, and labor required to provide and maintain a CPM Schedule in accordance with the below requirements.

The construction of this project shall be planned and recorded by the Contractor using the Critical Path Method (CPM) of scheduling. The CPM Schedule (CPMS) shall be used for coordination and monitoring of all Work under the Contract including all activity of subcontractors, manufacturers, suppliers, utility companies, other parties, and Owner review activities of the CPMS and associated submittals.

Within a reasonable time prior to the preconstruction conference, the Contractor shall submit for the Owner's review, a 60- to 120-day Initial CPMS meeting the requirements set forth herein. The Owner will review for conformance to the Contract, reasonable means and methods, completeness, adequate level of detail, sequencing logic, reasonable activity durations, critical path, float, constraints, sufficient time for submittal review, adequate time for delivery of Owner-supplied materials and equipment, calendar details, reasonable resource-loading, and any errors. The construction time for the entire project shall not exceed the specified Contract Time. Following the Owner's review, if revisions are required, the Contractor shall do so promptly.

Following the Owner's review of the Initial CPMS, the Contractor shall submit for the Owner's review, a Baseline CPMS. The Baseline CPMS must be finalized within 30 days of the Notice to Proceed.

CPM scheduling methodology requires a definitive estimate of the duration of the activities and ultimately the entire project schedule. Four essential components shall be shown on the CPMS: activities with descriptions, activity durations, logical relationships linking together activities, and constraints. The CPMS shall be presented as a Gantt chart and shall include no less than 15 descriptive activities. No activity duration shall be longer than 15 working days without the Owner's approval. The CPMS shall show the

sequence and interdependence of all activities required for complete performance of all items of Work under this Contract.

Unless otherwise waived by the Owner, the CPMS shall be resource-loaded with labor, equipment, and materials. Labor shall show workdays per week, holidays, shifts per day, men per shift, and hours per shift. Equipment shall show the make and model and number of units of each type of equipment.

Submittal activities shall be incorporated into the CPMS which include preparation time, Owner review and approval time, resubmittal time, fabrication and order time, shipping time, and delivery times. Alternatively, the Contractor may elect to create a separate CPMS for tracking submittals, which shall be subject to the same requirements herein. Submittals shall be grouped by specification within the CPMS, or other Owner-approved method.

A schedule revision involves changing schedule activity durations, logical sequences, or schedule settings to reflect changes to the project plan, as presented in the baseline schedule or previously accepted schedule revisions. The following are some of the major reasons for logic revisions:

- The Contractor's work plan has changed (changes can be major or minor).
- The Contractor wants to adjust durations of remaining activities to be more in line with actual durations of similar completed activities.
- The Contractor is behind schedule and has to prepare a recovery plan.
- Change orders and the resultant changes in the plan to perform the work need to be incorporated into the schedule.

The Contractor has the right to change its plan for execution of the Contract during the course of construction. However, changes to the Contractor's plan potentially affect other parties. The Contractor shall notify the Owner as soon as practicable for any CPMS revisions.

The CPMS shall be updated every two (2) weeks during construction. Concurrent with the schedule update, submit a work plan detailing the proposed operations for the forthcoming two (2) weeks which includes: work activities, manpower involved by trade, work hours, equipment involved, and location of the work to be performed.

The CPMS shall be submitted in a Microsoft Project or Primavera P6 format. For each CPMS submittal, both the native file format and a PDF shall be provided to the Owner.

The Contractor shall incorporate any approved Change Orders into the CPMS.

Non-compliance with CPMS update requirements is considered unsatisfactory performance and may result in withholding progress payments according to Supplementary Condition SC-01.04 Progress Payments..

The schedule must reflect the Contractor's anticipated number of track closures.

The Contractor will not be compensated for delays as a result of poor communication and coordination with ARRC regarding the movement of assets within the project limits. Note that additional detailed schedules shall be required to be submitted with each Contractor requested track outage.

ARRC reserves the right to rely on the accuracy of completed, current, and future activities depicted in the CPM schedule.

Restrictions: It is to be assumed that no in-water work be performed between April 1 and September 30.

**Substantial Completion:**

Substantial completion is the point at which the Work, in the opinion of the Owner as evidenced by the Owner's written notice, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be safely and effectively used by the Owner, for the purposes for which it is intended, without further delays, disruption, or other impediments. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

**Substantial Completion:** Substantial Completion shall be on or before **12/21/2022**, unless accepted and agreed upon otherwise by the Owner.

**Final Completion:** Final Completion of all work shall be on or before **03/20/2023**.

**Construction Phasing Plan:** Submit a Construction Phasing Plan for approval no less than five (5) working days prior to the pre-construction meeting. The plan shall detail how the Contractor plans to address each phase or segment of the project within the constraints outlined herein and on the Plans. Note that additional phasing plans shall be required to be submitted with each Contractor requested track outage. The Contractor may elect to use their CPM schedule for their Construction Phasing Plan if the CPM's quality and level of detail is sufficient and acceptable to the Owner.

**Liquidated Damages:** If the Owner and the Contractor cannot agree on amenable terms of an extension in accordance with Supplementary Condition SC-06.05 Contract Time, Extension of Contract Time and Suspension of Work., then liquidated damages will be deducted from the Contractor as outlined in Supplementary Condition SC-06.06 Failure to Complete on Time. for the amounts outlined therein.

Additionally, any charges or fees associated with the delay of trains or any incoming/outgoing vessel, to include any delays compounded by the initial delay, may be withheld at an amount equal to the charges or fees from payment due the Contractor, in accordance with General Condition 13.7 WITHHOLDING OF PAYMENTS. The Owner will not release performance bonds until any and all liquidated damages assessed under this Contract are paid to the Owner and all stipulations associated with said damages are satisfied.

**Railroad Bridge Supervisor**

Work includes all equipment, materials, labor, and supervision required for the provision of a qualified railroad bridge supervisor to be present during all phases of bridge work in accordance with Supplementary Condition SC-14 – Section 240, Railroad and AREMA.

Provide a qualified Railroad Bridge Supervisor in accordance with 49 § CFR 237.55 "Railroad bridge supervisors." Said supervisor shall be a person, regardless of position title, who is determined by the Railroad Owner to be technically competent to supervise the construction, modification or repair of a railroad bridge in conformance with common or particular specifications, plans and instructions applicable to the work to be performed,

and to authorize or restrict the operation of railroad traffic over a bridge according to its immediate condition or state of repair.

Submit the Railroad Bridge Supervisor's resume and copies of all applicable accreditations and/or licenses to the Owner to review and approval. Upon award of the Contract, the Railroad Bridge Supervisor may not be removed or replaced without the written approval of ARRC's Project Manager, or its designated representative.

#### **As-Built Record Drawings and Specifications**

Work includes all equipment, materials, supervision, and labor required to provide project administration, management, record keeping, and work relating to maintaining project record documents for project closeout.

Submit all project record documents prior to application for final payment. Complete payment will not be made to the Contractor unless accurate and complete closeout submittals are received as specified.

Record documents shall be maintained in accordance with this section of the Contract.

Contractor shall maintain one record copy of:

- a. Contract drawings: Legibly mark in ink or indelible pencil, or a record of actual construction including the following information; location of internal utilities and appurtenances concealed in construction referenced to visible and accessible feature of structure, field changes of dimensions and details, changes made by change order or Owner's instructions, and details not on original contract drawings.
- b. Specifications: Mark up each section to record Manufacturer, model, catalog number, and supplier of each product and item of equipment actually installed as well as other matters not originally specified.
- c. Addenda: Provide markups to all addenda, similar to other Contract drawings and specifications.
- d. Change orders and other modifications to the Contract.
- e. Reviewed shop drawings, product data and samples: After review, legibly annotate the shop drawings, product data, and samples to clearly specify what is included in the work.
- f. Field test records.
- g. Inspection certificates.
- h. Manufacturer's certificates.

#### **Construction Surveying**

Work includes all equipment, materials, supervision, and labor required to provide a surveyor or third-party surveying firm to perform surveying and staking essential for the completion of the project and perform the necessary calculations required to accomplish the work in conformance with the Plans and Specifications in accordance with standard engineering and survey practices. The surveyor may also be directed and/or required to perform any task outlined in SSHC Section 642 "Construction Surveying and Monuments".

All calculations used to determine final pay item quantities (e.g. volumes) must be signed and sealed by a Professional Land Surveyor registered in the State of Alaska.