Municipality of Anchorage

Port of Alaska

PORT OF ALASKA MODERNIZATION PROGRAM
DESIGN/BUILD SERVICES FOR
HELIPAD AND ACCESS ROAD

REQUEST FOR PROPOSAL NO. 2026P002

SECTION V

Sample Contract

Exhibit C

Owner's Project Criteria Documents

Part II.A

Division 01 Specifications

SECTION 01 19 40
SPECIAL ITEMS

PART 1 – GENERAL

1.1 SUMMARY

A. Items included in this section cover special features and/or requirements for the Helipad and Access Road Project.

1.2 DEFINITIONS

A. **Project** – The term "Project" within the specifications shall mean the Work included in the "Helipad and Access Road Services".

1.3 SUBMITTALS

A. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

1. Pre-construction Submittals:

    a) Haul Road Plan (Paragraph 1.5, Haul Roads, Loading Ramps, and Docks)

    b) Storm Water Pollution Prevention Plan (Paragraph 1.6, Port Operations Permits)

    c) Temporary Facilities Plan (Paragraph 1.7, Temporary Facilities Plan)

    d) Construction Work Plan (Paragraph 1.8, Construction Work Plan)

1.4 COORDINATION OF WORK

A. The Contractor shall be responsible for all coordination with all concerned state and local interests regarding its activities, and also with any other contractors as specified in the Contract. The Contractor shall keep advised of Port operations near the job site and conduct activities so that interference with Port operations will not occur. The Contractor shall conduct his work and operate his plant and equipment in a manner that will minimize interference with other operations at the job site.

B. The Contractor is anticipated to be required to work in proximity with other contractors, including operational and maintenance contracts and utility entities, and share the same construction access. In the event that multiple contractors are required to work within the project limits, work areas for each contractor will be coordinated with the Owner's Representative and the Owner's Operations Manager at the required weekly POA coordination meetings.

C. Should the Contractor plan to use space occupied by other contractors or utility entities, notice shall be given to the Owner's Representative within 30 days of Notice to Proceed (NTP), to include the nature of the work, schedule of operations with impacts, and proposed mitigation plans.

D. The Contractor shall coordinate with the POA, Owner's Representative, and utility companies as necessary to perform their work and shall retain and protect all existing facility utilities.

1.5 HAUL ROADS, LOADING RAMPS, AND DOCKS

A. The use of existing roads for hauling shall be coordinated with federal, state, and local agencies. It shall be the Contractor's responsibility to acquire all permits and easements for use of existing roads and docks or for construction of new haul roads, loading ramps, and docks. At least 30 days prior to construction of any haul road or use of existing roads, the Contractor shall submit to the Owner’s Representative, for information and approval, a haul road plan demonstrating that the road(s) will comply with emergency vehicle requirements. Upon completion of the Project, the Contractor shall remove all haul roads, loading ramps, and docks they built within the Project area to the satisfaction of the Owner’s Representative. Any temporary fill used for these facilities shall be removed and placed in an acceptable disposal area. Any existing access roads shall be left in as good condition as when Work started. A pre- and post-construction inspection shall be coordinated with the Owner’s Representative.

1.6 PORT OPERATIONS PERMITS

A. Port of Alaska Dig Permit – The Contractor shall obtain dig permits from POA operations prior to performing Work involving excavation.

B. Port of Alaska Hot Work Permit – Refer to Supplementary Conditions, Article 6.8.

C. Construction Site Form – Storm Water Compliance – The Contractor shall submit their Storm Water Pollution Prevention Plan (SWPPP) to the Owner’s Representative for review and approval by the Port of Alaska prior to filing a Notice of Intent with the Alaska Department of Environmental Conservation.

1.7 TEMPORARY FACILITIES PLAN

A. The Contractor shall furnish all temporary utilities required to execute this contract, including connections and disconnections, unless otherwise noted.

   1. Utilities serving the temporary facilities and Project work shall be connected and disconnected in accordance with all applicable local codes.

B. The use of temporary facilities and utilities within POA property shall be coordinated with the Owner’s Representative. It shall be the Contractor's responsibility to acquire all permits, utility connections, site address, and easements for establishment of temporary facilities within POA property. At least 30 days prior to mobilization, the Contractor shall submit to the Owner’s Representative, for approval, a plan detailing the quantity, size, and location of any field offices, staging areas, stockpile storage, and temporary buildings placed within POA property. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Owner’s Representative. See Section 01 35 43 ENVIRONMENTAL PROCEDURES for additional requirements.

C. Within 30 days of NTP, provide notice to the Owner’s Representative a general overview of requirements for field offices, staging areas, new haul roads, and stockpile storage areas placed within POA property.

1.8 CONSTRUCTION WORK PLAN

A. Contractor shall submit to the Owner's Representative a Construction Work Plan (CWP) for the Helipad and Access Road for approval within 30 days of commencing construction activities. The CWP shall summarize planned work areas, construction activities, staging areas, traffic control, and coordination with POA and other contractor activities. In addition, the CWP will summarize the number of personnel, equipment, and materials anticipated and shall align with the Construction Schedule. The draft CWP will be reviewed by the Owner's Representative and subsequently by permitting agencies, as necessary. Contractor shall submit a final CWP that incorporates comments within 14 days upon receiving review comments.

B. The CWP shall include the Contractor's standard safety policies, schedule of project safety meetings, and its list of typical and specialized safety equipment. List and address acute hazards associated with planned project activities such as material hauling, heavy equipment use, excavating, paving and other ongoing operations.

1.9 PROJECT DOCUMENTATION AND COMMUNICATIONS

A. Unless otherwise agreed upon, project documentation and communications shall be done through Aconex, a document management system that is free of charge to the Contractor.

1. Contractor must register with Aconex upon contract execution to access the project.
2. A Document Controller is required with experience on a project of comparable size and transmittal/submittal requirements.
3. Aconex training will be provided following issuance of NTP.
4. Additional information is available at www.help.aconex.com.
5. Detailed work instructions for most Aconex processes will be provided.

PART 2 – PRODUCTS

2.1 FEDERAL FUNDING FLOWDOWN PROVISIONS

A. To the extent applicable, the Contractor shall comply with all Federal Funding Transportation Infrastructure Finance and Innovation Act (TIFIA) requirements. The Contractor shall comply in all material respects with any and all applicable federal and state laws, and shall require its subcontractors at all tiers for the Project to comply with the same. The following list of federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive:

1. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. § 12101 *et seq*.; 28 CFR Part 34; 29 CFR Part 1630);
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq*.), and USDOT implementing regulations (49 CFR Part 20);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq*.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to

acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

4. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 FR 12319), any Executive Order amending such order, and implementing regulations (29 CFR §§ 1625-27, 1630; 28 CFR Part 34; 41 CFR Part 60; and 49 CFR Part 26);

5. Restrictions governing the use of federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 CFR Part 19);

6. The Clean Air Act, as amended (42 U.S.C. § 7401 *et seq*.);

7. The National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq*.), including the environmental mitigation requirements and commitments made by the Borrower that result in [*INSERT APPLICABLE MODE*]'s approval of the [NEPA Determination];

8. The Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq*.);

9. The Endangered Species Act, 16 U.S.C. § 1531, *et seq*.;

10. 23 U.S.C. § 138 and 49 U.S.C. § 303, as applicable;

11. The health and safety requirements set forth in 40 U.S.C. §§ 3701-3702 and implementing regulations (29 CFR Part 1926 and 23 CFR § 635.108, as applicable);

12. The prevailing wage requirements set forth in 40 U.S.C. § 3141 *et seq*., and implementing regulations (29 CFR Part 5), and, as applicable, 23 U.S.C. § 113 and implementing regulations (23 CFR §§ 635.117(f) and 635.118), and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

13. The Buy America requirements set forth in [23 U.S.C. § 313 and implementing regulations (23 CFR § 635.410)][49 U.S.C. § 5323(j) and implementing regulations (49 CFR Part 661)];

14. The Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52);

15. The requirements of [23 U.S.C. § 101 *et seq*. and 23 CFR][49 U.S.C. Chapter 53 and 49 CFR Part 600];

16. The Cargo Preference Act of 1954, as amended (46 U.S.C. §55305), and implementing regulations (46 CFR Part 381);

17. The applicable requirements of 49 CFR Part 25 relating to the Disadvantaged Business Enterprise program;

18. The requirements of Section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019* (Pub. L. 115–232) and implementing regulations (2 CFR § 200.216); and

19. The requirements of 23 U.S.C. § 602.

PART 3 – EXECUTION

A. NOT USED

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SECTION 01 22 00
MEASUREMENT AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

A. The purpose of this section is to set forth the basis of payment for the Port Helipad and Access Road Project Bid Proposal items designated as allowance or lump sum items. Allowances will be paid in accordance with Section 1.3.A. Lump sum items will be paid in accordance with Section 1.4.A. These prices shall be full compensation for furnishing all labor, materials, tools, equipment, plant supplies, superintendence, insurance, incidentals, services, overhead, and profit necessary to complete the work. It is not the intent of the Basis of Payment herein to itemize each and every labor, material, or incidental requirement. Any item of work that is not described as an allowance item defined in Section 1.3.A shall be deemed to be included in the most appropriate lump sum item as determined by MOA acting through the Owner's Representative.

1.2 RELATED SECTIONS

A. 01 45 00 – CONSTRUCTION QUALITY CONTROL

1.3 ALLOWANCE ITEMS

A. For those Allowances where Contractor has provided a unit price in its Bid Proposal, payment will be made for actual measured (e.g., initial, interim, and final topographic surveys) quantities installed or removed at the unit price set forth in the Bid Proposal. If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty five percent (25%) above or below the estimated quantity, an equitable adjustment to the unit price for that item may be made upon demand of either MOA or Contractor. The equitable adjustment to the unit price shall be based upon any increase or decrease in costs due solely to the variation above one hundred and twenty five percent (125%) or below seventy five percent (75%) of the estimated quantity. The provisions of this section shall not apply to reduced quantities resulting from the termination or partial termination of an Allowance Item for cause or for MOA's convenience.

B. The Contract Price contains certain Estimated Allowance Costs for Allowance Items, which do not include sufficient specificity, detail or certainty as to quantity (only) to permit MOA or Contractor to ascertain the specific quantity of Work associated with an Allowance Item and to include a lump sum amount in the Contract Price. Notwithstanding the foregoing, but subject to Section 1.3.A, any unit price provided by Contractor in its Bid Proposal in connection with such an Allowance Item is fixed for the duration of performance of the Work.

C. Unless otherwise noted in the Contract Documents, the Estimated Allowance Costs shall include all labor, material, equipment, taxes, transportation, Subcontractor overhead and profit, and insurance associated with the applicable Allowance Item. Contractor's Overhead of any kind and its general conditions, whether included in a unit price item or a lump sum item, are not subject to adjustment, regardless of the actual amount of the Allowance Item.

D. Once the final amount of an Allowance Item is known, Contractor shall notify MOA and Owner's Representative in writing and Owner's Representative shall promptly thereafter issue

E. a Change Order increasing or reducing the Contract Price by the difference between the Estimated Allowance Item and the final amount agreed upon by Contractor and MOA to furnish or construct the Allowance Item. For any such Change Order reducing the Contract Price, such reduction shall accrue solely to MOA.

F. Any such Change Order in Section 1.3.D may also include an adjustment to the Dates of Substantial Completion if Contractor can demonstrate that the performance of an Allowance Item in excess of the estimated Allowance Item has impacted the critical path of the Construction Schedule, which will result in a delay to the Dates of Substantial Completion.

1.4 LUMP SUM/PROGRESS PAYMENTS

A. Lump sum Work items listed in the Bid Proposal will be paid for according to the estimated percentage of Work completed for each. Any lump sum amounts are not intended to be line item guarantees. This amount shall be full compensation for completed in-place Work. Payment for Work that is priced as a lump sum will be paid based on a percentage of progress completed in accordance with the Schedule of Values during the billing period. The Owner's Representative will determine the percentage completion of each item and the monetary amounts owing pursuant to an Application for Payment based on the Schedule of Values.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

A. This section summarizes the requirements for the preparation and delivery of submittals to the Owner's Representative as required by this and other Specification sections.

1.2 DEFINITIONS

A. **Action Submittal** – Submittals by the Contractor that require Owner's Representative approval. Approval by the Owner's Representative is required for any deviations from the Contract and for other items as designated by the Contract Documents or by the Owner's Representative. Action Submittals shall be designated with an "A" on the Submittal Schedule.

B. **Informational Submittal** – Information submitted by the Contractor that requires Owner's Representative review and determination that submitted information is in accordance with the Conditions of the Contract. Approval is not required. Informational Submittals shall be designated with "FIO" (for information only) on the Submittal Schedule.

1.3 RELATED SECTIONS

A. Construction General Conditions, Section 00 72 13, Article 4.3 – Submittal List

B. 01 19 40 – SPECIAL ITEMS

C. 01 22 00 – MEASUREMENT AND PAYMENT PROCEDURES

D. 01 45 00 – CONSTRUCTION QUALITY CONTROL

1.4 SUBMITTAL INFORMATION MANAGEMENT SYSTEM

A. The Port of Alaska Modernization Program (PAMP) is currently using Aconex, a web-based information management system, to track submittals and reviews. The Contractor shall use the Aconex system to process all submittals.

1.5 SUBMITTAL SCHEDULE AND LIST

A. <u>Submittal Schedule:</u> The Contractor shall submit an initial list of submittals to the Owner's Representative within 10 days after LNTP, which shall identify all Contract data requirements. The list of submittals will identify all submittals required by the Contract Documents. Each submittal within the list shall be organized with a unique identification number coordinated with the Owner's Representative to meet program requirements. This list shall include the dates when each submittal will be provided to the Owner's Representative. For those submittals requiring review and approval by the Owner's Representative (Action Submittals), the date shall allow for not less than two (in case a resubmittal is required) seven day cycles for review by the Owner's Representative unless otherwise indicated. This list shall identify whether the specific submittal is an Action Submittal or an Informational Submittal. The Owner's Representative's determination of each submittal as either Action or Informational shall be final. The Contractor shall submit an updated list of submittals weekly. All submittals shall follow the formats required by the Contract.

B. <u>Submittal List:</u> Refer to Construction General Conditions, Section 00 72 13, Article 4.3 – Submittal List.

1.6 SUBMITTAL TRANSMITTAL AND FORMAT

A. Submittal Transmittals

1. Submittals shall be transmitted to the Owner’s Representative, with copies to an established distribution list, via Aconex.

a) Each submittal shall be an electronic file in PDF, using the latest version available at time of execution of the Contract.

b) The PDF shall be full-text searchable.

c) Files shall contain internal bookmarking from an index page to major sections of the document.

d) PDF files shall be set to open to “Bookmarks Panel and Page” view.

e) PDF files shall be set up to print legibly at 8.5” x 11”, 11” x 17”, or 22” x 34”.

f) Complete electronic files will be submitted for each resubmittal and will supersede the original.

g) The Contractor’s submittal form will be included with each electronic file.

h) Detailed procedures for handling electronic submittals will be discussed at the pre-construction conference.

i) Any hard copies, if required, will be delivered to the Owner’s Representative when requested.

j) Specific Aconex requirements for processing submittals will be provided to the Contractor after NTP.

k) If submittals do not meet any of the above requirements, they will be returned to the Contractor for corrections. The Owner’s Representative’s review period will not start until the corrected documents are received.

B. Submittal Format

1. Units of weights and measures used on all submittals are to be the same as those used in the Drawings.

2. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with Contract requirements.

3. The Contractor shall provide a submittal cover sheet for each submittal. Each submittal shall be for one item, material, or system only unless otherwise approved by the Owner’s Representative.

4. The submittal cover sheet shall include the Contractor's information and the following information, as applicable:

   a) Date and revision dates.

   b) Contract title and number.

   c) The names of Contractor, Subcontractor, supplier, manufacturer, and, when applicable, the seal and signature of a Professional Engineer (PE) registered in the State of Alaska where required.

   d) Identification of product by either description, model number, style number, serial number, or lot number and intended use.

   e) Submittal sequential number in a format agreed upon by the Owner's Representative.

   f) Brief description of purpose of item, material, or system being submitted.

   g) Reference to applicable Technical Specification(s) and Drawing(s).

   h) Reference to applicable standards.

   i) Relation to adjacent structure or material.

   j) Identification of deviation (if any) from the Contract Documents.

1.7 ACTION SUBMITTALS

A. Submittals will be reviewed by the Owner's Representative for general conformance with the design concept of the Work element and for compliance with the Contract Documents.

B. Review of a separate item will not constitute review of an assembly in which the item functions. Review of the submittal will not relieve the Contractor of the responsibility for any deviation from the requirements of the Contract Documents, nor shall the review relieve the Contractor from responsibility for errors, inaccuracies, or omissions in the submittal. The Contractor shall allow no less than 14 days for review of each submittal by the Owner's Representative unless otherwise indicated.

C. All comments, mark-ups, and instructions will be provided electronically to the Contractor via Aconex.

D. The Owner's Representative review will result in one of the following:

   1. NO EXCEPTIONS TAKEN – The submittal appears to conform to the requirements of the Contract Documents.

   2. EXCEPTIONS NOTED – The submittal appears to conform to the requirements of the Contract Documents after changes are made in accordance with the reviewer's comments. The Contractor will receive any review comments, mark-ups, notations, or further instructions.

   3. REVISE AND RESUBMIT – The submittal is not in full conformance with the requirements of the Contract Documents. The Contractor will receive review comments, mark-ups, notations, or further instruction. The Contractor will be required to resubmit

the documents after bringing the submittal into compliance. A new review period will begin on the day of resubmittal.

4. REJECTED – The submittal is not in conformance with the requirements of the Contract Documents and is not acceptable.

5. REVIEW NOT REQUIRED – The submittal, for the reason indicated, does not require formal review.

1.8 INFORMATIONAL SUBMITTALS

A. Submittals will be reviewed by the Owner’s Representative for general conformance with the design concept of the Work element and for compliance with the Contract Documents.

B. Submittals meeting requirements will not be responded to.

C. Submittals that do not conform to the Contract requirements or design concept will be responded to as outlined in Paragraph 1.7.D. The Contractor will be required to correct and resubmit the submittal.

1.9 SUPPLEMENTAL SUBMITTALS / RESUBMITTALS

A. Supplemental submittals and resubmittals initiated by the Contractor for consideration of corrective procedures shall contain sufficient data for review.

B. Supplemental submittals and resubmittals shall be made in the same manner as initial submittals. The submittal shall be given a revision number to indicate that it is a supplemental submittal, and its title shall be the same as it was originally. It shall be an update to the original submittal, and not be registered as a new document in Aconex.

C. Changes in reviewed submittals will not be permitted unless those changes have been accepted, in writing, by the Owner’s Representative.

1.10 OTHER SUBMITTALS

A. The Owner’s Representative may request submittals in addition to those specified when deemed necessary to adequately describe the Work covered in the respective sections.

1.11 CONTRACTOR’S RESPONSIBILITIES

A. The Contractor's Quality Control System Manager shall check and approve all items prior to submittal and stamp, sign, and date, indicating action taken. Proposed deviations from the Contract requirements are to be clearly identified. Submittals shall include items such as:

1. Contractor's, manufacturer's, or fabricator's drawings

2. Descriptive literature, including catalog cuts, diagrams, and operating charts or curves

3. Test reports

4. Test cylinders

5. Samples

6. Operations and maintenance manuals as required (including parts list)

7. Certifications

8. Warranties

9. Other such required submittals

B. No time extensions will be granted, nor will any consideration be given to claims arising out of the Contractor’s failure to submit shop drawings, product data, samples, or related submittals that do not allow adequate time for revision, resubmission, and subsequent review by the Owner’s Representative.

C. The Contractor shall verify all field measurements, product compatibility, criteria, materials, catalog numbers, and similar data, and shall check and coordinate each submittal with all its Subcontractors involved in the Work and with the requirements of the Contract Documents.

D. Review of submittals shall not relieve the Contractor of the responsibility for deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner’s Representative, in writing, of such deviation at the time of submission, and written acceptance has been provided for the specific deviation.

E. Review of submittals will not relieve the Contractor of responsibility for accuracy of dimensions and details, and for mutual agreement and conformity with the Contract Documents.

F. The Contractor shall maintain one copy of all reviewed submittal documents at the Project office, including a submittal log. The log shall include such information as the type of submittal, date submitted, status of submittal, number of submittals in a group, reference to previous submittals, and other pertinent information. The log shall be kept current and made available to the Owner’s Representative during all regular working hours.

G. The Contractor shall implement the approved quality control measures so that all electronic files submitted are in the proper format and version and are readable by the applicable viewing or editing application. If any file is not readable or is in the incorrect format or version, the submittal shall be deemed incomplete. The Contractor shall correct and resubmit the files deemed unacceptable. The Contractor shall be required to use Aconex for tracking and review throughout the Project.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

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SECTION 01 35 43
ENVIRONMENTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

A. This section covers prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set forth in the other Specifications. For the purpose of this Specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land and includes management of visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants. The environment shall be protected, and all natural resources shall be preserved during demolition. All federal, state, and local laws and regulations shall be complied with during demolition.

1.2 RELATED SECTIONS

A. Construction General Conditions, Section 00 72 13, Article 4.16 – Temporary Erosion Control and Storm Water Pollution Prevention Plans for Construction

B. Construction General Conditions, Section 00 72 13, Article 6.6 – Permits

C. Construction General Conditions, Section 00 72 13, Article 4.17 – Hazardous Materials and Hazardous Environmental Conditions

D. 01 41 00 – REGULATORY REQUIREMENTS

1.3 SUBMITTALS

A. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

1. Volatile Organic Compound (VOC) Compliance Plan (Paragraph 1.7) (if applicable)
2. Hazardous Materials List (Paragraph 1.9.A)

1.4 CONTACTOR FACILITIES

A. The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas approved by the Owner’s Representative. The disposal areas shall not be located in any wetlands, water body, or stream bed. Equipment shall be fueled and lubricated in a manner that protects against spills and evaporation. The Contractor shall provide a berm with impervious liner around fuel and liquid chemical storage tanks to contain the tank contents in the event of a leak or spill. No refueling shall be done on site unless approved in advance with acceptable spill protection measures.

1.5 QUALITY CONTROL

A. The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations, and ordinances and the corrective action taken. Any damage caused by the Contractor during construction shall be repaired, replaced, or restored to the satisfaction of the Owner's Representative.

1.6 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

A. The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

1.7 VOLATILE ORGANIC COMPOUNDS (VOC)

A. Contractor and Subcontractors are required to comply with federal, state, and local VOC laws and regulations and shall have an acceptable VOC Compliance Plan. Prior to use of any VOC materials, the Contractor shall submit to the Owner's Representative, for information, a VOC Compliance Plan. The plan shall demonstrate that the use of paints, solvents, adhesives, and cleaners comply with local VOC laws and regulations governing VOC materials and that all required permits have been obtained or will be obtained prior to starting work involving VOCs in the air quality district in which the start of work occurs. An acceptable compliance plan shall contain, as a minimum, a list of each material subject to restrictions in the air quality management district in question, the rule governing its use, a description of the actions the Contractor will take, a description of the actions the Contractor will use to comply with the laws and regulations, and any changes in the status of compliance during the life of the Contract. Alternatively, if no materials are subject to the restrictions of the air quality management district in which the work will be performed, or if there are no restrictions, the compliance plan shall so state.

1.8 PROTECTION OF ENVIRONMENTAL RESOURCES

A. General: The environmental resources within the Project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine his activities to areas defined by the Drawings and Specifications. Environmental protection shall be as stated in the following paragraphs.

B. Protection of Water Resources: The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques, as set out below, shall be implemented to control water pollution by the listed demolition activities that are included in this Contract. The Contractor is responsible for maintaining area drainage during construction. Water shall not be allowed to pond on any roadway surface, and runoff from adjacent properties shall not be impeded by Project Work.

1.9 CONTROL AND DISPOSAL OF WASTES

A. Hazardous Waste:

1. Prior written consent is required when hazardous materials are brought upon or used or kept in or about the premises. The Contractor shall supply a list of hazardous materials used and kept on site for prior written consent. Hazardous materials are defined as any hazardous or toxic substances, material or waste, including but not limited to those substances, materials, and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR § 172.101) or by the U.S. Environmental Protection Agency as hazardous substances (40 CFR § 302), and amendments thereto, or such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law (including but not limited to petroleum or petroleum products, crude oil, or any fraction thereof).

2. Refer to Construction General Conditions, Section 00 72 13, Article 4.17 – Hazardous Materials and Hazardous Environmental Conditions.

B. Sanitary Waste: All sanitary waste shall be collected by a licensed sanitary waste management contractor from the portable units as necessary, or as required by local regulation.

C. Construction and Demolition Debris: The Contractor shall collect and properly dispose of all trash and construction and demolition debris in accordance with all local and state solid waste management regulations and practices. No construction or demolition waste material shall be buried within the Project limits. The Contractor shall store all waste materials in approved metal dumpsters or other containers approved by the Owner's Representative. The dumpsters shall be emptied as necessary or as required by local and state regulation, and the contents hauled away for proper disposal.

D. Temporary Erosion Control During Construction: Refer to Construction General Conditions, Section 00 72 13, Article 4.15 – Temporary Erosion Control and Storm Water Pollution Prevention Plans for Construction.

1.10 POST-CONSTRUCTION CLEAN UP

A. The Contractor shall cleanup Project construction areas to the satisfaction of the Owner's Representative.

1.11 RESTORATION OF DAMAGE

A. The Contractor shall restore all features damaged or destroyed during construction operations outside the limits of the approved Work areas. Such restoration shall be in accordance with the plan submitted for approval by the Owner or Owner's Representative. This Work will be accomplished at the Contractor's expense without compensation.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Construction General Conditions, Section 00 72 13, Article 6.6 – Permits

B. 01 19 40 – SPECIAL ITEMS

C. 01 35 43 – ENVIRONMENTAL PROCEDURES

1.2 CONTRACTOR-OBTAINED PERMITS

A. Any necessary permits not mentioned in Paragraph 1.2 shall be the responsibility of Contractor in accordance with Construction General Conditions, Section 00 72 13, Article 6.6 – Permits. Contractor shall make application for and pay for any necessary fees, temporary or permanent utility interruption(s), relocation fees, and any other fees or costs associated with such permits. Contractor-obtained permits include but are not limited to the following:

1. ADEC Stormwater Discharge Permit (Storm Water Pollution Prevention Plan [SWPPP])

   a) Refer to Section 01 19 40, SPECIAL ITEMS, Paragraph 1.6, Port Operations Permits, for additional SWPPP requirements specific to the POA.

2. Alaska Pollutant Discharge Elimination System (APDES) Construction General Permit for Storm Water Discharge

3. ADEC Storm Water Engineering Plan Review (Letter of Approval)

4. ADEC Approval to Construct/Approval to Operate

5. MOA Grading, Excavation, and Fill Permit

6. MOA Flood Hazard

7. MOA Building Permit

8. POA Approval for Storm Water Discharges

9. ADEC APDES Excavation Dewatering General Permit

10. Anchorage Water and Wastewater Utility Temporary Industrial Discharge Permit

11. Federal Aviation Administration Notice of Construction or Alteration (as applicable)

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

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SECTION 01 45 00
CONSTRUCTION QUALITY CONTROL

PART 1 – GENERAL

1.1 REFERENCES

A. The following publications form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1. ASTM International (ASTM)

ASTM D3740 (2012a)	Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E329 (2014a)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 SUBMITTALS

A. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

1. Contractor Quality Control Plan (Paragraph 3.2)
2. Preparatory, Initial, and Follow-Up Phase Meeting Agendas, as applicable (Paragraphs 3.6.B, 3.6.C, and 3.6.D)
3. Preparatory, Initial and Follow-Up Phase Meeting Minutes, as applicable (Paragraphs 3.6.B, 3.6.C and 3.6.D)
4. Test Reports, as applicable (Paragraph 3.7.A.2.e)
5. Daily Verification Statement Report (Paragraph 3.9.B)

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

A. The Contractor is responsible for quality control (QC) and shall establish and maintain an effective QC system. The QC system shall consist of plans, procedures, and organization necessary to produce an end-product that complies with the Contract Documents. The QC system covers all construction operations, both on site and off site, and shall be keyed to the construction sequence.

3.2 CONTRACTOR QUALITY CONTROL PLAN

A. The Contractor shall submit the Contractor Quality Control (CQC) Plan no later than 15 days after receipt of Construction NTP. Construction will be permitted to begin only after acceptance of the CQC Plan

B. Content of the CQC Plan

1. A list of Subcontractors to cover construction operations both on-site and off-site. Subcontractors may include architects, engineers, fabricators, suppliers, and purchasing agents.

2. A description of the CQC organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three-phase control system for all aspects of the Work specified.

3. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

4. A copy of the letter to the CQC System Manager, signed by an authorized official of the firm, that describes the responsibilities and delegates sufficient authority to adequately perform the functions of the CQC System Manager, including authority to stop Work that is not in compliance with the Contract. Letters of direction to all other various CQC representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. The Contractor shall furnish copies of these letters to the Owner's Representative.

5. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of Subcontractors, Consultants, Architect/Engineers, off-site Fabricators, Suppliers, and Purchasing Agents.

6. Control, verification, and acceptance testing procedures for each specific test, to include the test name, specification paragraph requiring test, feature of Work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Owner's Representative are required to be used.)

7. Procedures for tracking preparatory, initial, and follow-up control phases; and control, verification, and acceptance tests, including documentation.

8. Procedures for tracking construction deficiencies from identification through acceptable corrective action. The Contractor shall establish verification procedures that prove identified deficiencies have been corrected.

9. Reporting procedures, including proposed reporting formats.

10. A list of the definable features of work (DFOWs). A DFOW is a task that is separate and distinct from other tasks, has separate control requirements, and is identified by different trades or disciplines; or it is work by the same trade in a different environment. Although each section of the Specifications can generally be considered a DFOW, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the Coordination Meeting (Paragraph 3.3).

11. A detailed list of quality hold points (QHPs). QHPs are hold points on specific construction activities until completed specific Work items defined in the Specifications have been satisfactorily performed. This list shall include the QHPs defined in Paragraph 3.6, Control, and any other QHPs required by the Specifications and the CQC Manager. Information required in the QHP list includes but is not limited to the Specification section, detailed description of the submittal, submittal timeframe, QHP resolution required (i.e., approval or receipt), and Work item(s) affected by QHP.

12. A QHP documentation form that shall include the QHP information identified in the QHP list, any inspections or submittal approvals required for the QHP, and locations for acknowledgement by the CQC Manager and Owner's Representative for the completed QHP.

C. Acceptance of the CQC Plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Owner's Representative reserves the right to require the Contractor to make changes in the CQC Plan and operations, including removal of personnel, as necessary, to obtain the quality specified.

D. After acceptance of the CQC Plan, the Contractor shall notify the Owner's Representative in writing of proposed changes. Proposed changes are subject to acceptance by the Owner's Representative.

3.3 COORDINATION MEETING

A. Before the start of construction and prior to acceptance of the CQC Plan, the Contractor shall meet with the Owner's Representative and discuss the Contractor's QC system. The Contractor shall submit the CQC Plan at least 14 days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details must be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's management and control with the Owner's Representative's QA.

3.4 QUALITY CONTROL ORGANIZATION

A. CQC System Manager

1. The Contractor shall identify as CQC System Manager an individual within the work organization who is responsible for the overall management of CQC and has the authority to act in all CQC matters for the Contractor. The CQC System Manager may be a member of the Contractor's organization. The CQC System Manager has the autonomy to make decisions regarding compliance with quality standards and does not report to the Project Manager or Project Superintendent. The CQC System Manager is required to have a minimum of 5 years of construction experience on construction similar to this Contract. A qualified candidate should have experience in heavy civil construction.

2. This CQC System Manager shall be reasonably available during construction work being performed. No members of the project management staff will be considered for the CQC position. The Contractor shall identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as for the CQC System Manager.

B. CQC Personnel: In addition to CQC personnel specified elsewhere in the Contract, the Contractor shall provide as applicable, as part of the CQC organization, specialized personnel to assist the CQC System Manager for environmental and permit compliance and Materials Testing Technician(s). This individual can be directly employed by the Prime Contractor or Subcontractor for this Project and will: (1) be responsible to the CQC System Manager; (2) be physically present at the construction site during work on the specialized personnel's areas of responsibility; and (3) have a minimum of 3 years of experience in construction work.

1. In addition to the experience and education requirements described above, the Contractor CQC System Manager and Alternate CQC System Manager are recommended to have completed the Construction Quality Management (CQM) for Contractors course.

3.5 SUBMITTALS AND DELIVERABLES

A. Submittals shall comply with the requirements in the Contract Documents. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the Contract Requirements.

3.6 CONTROL

A. CQC is the means by which the Contractor verifies that the construction, including that of Subcontractors and Suppliers, complies with the requirements of the Contract. At least three phases of control are required to be conducted by the CQC System Manager for each construction DFOW, as described in this section.

B. Preparatory Phase: This phase is performed prior to beginning work on each DFOW, after all required plans, documents, and materials are approved and accepted, and after copies are at the work site. This phase includes the following steps:

1. Review each paragraph of applicable Specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the Work to be accomplished in the field. Maintain and make this copy available in the field for use by the Owner’s Representative until final acceptance of the Work.
2. Review the Drawings.
3. Verify that all materials and equipment have been tested, submitted, and approved.
4. Review provisions that have been made to provide required control inspection and testing.
5. Examine the work area to verify that all required preliminary work has been completed and is in compliance with the Contract.
6. Examine required materials, equipment, and sample work to verify that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
7. Review the appropriate activity hazard analysis (AHA) to verify that safety requirements are met.
8. Discuss procedures for controlling the quality of the Work, including repetitive deficiencies. Document tolerances and workmanship standards for that feature of Work.
9. Verify that the portion of the plan for the work to be performed has been accepted.
10. Discuss the initial control phase.

11. Notify the Owner's Representative at least two business days in advance of beginning the preparatory control phase. Provide a meeting agenda and include a populated checklist of preparatory phase work in the notification to the Owner's Representative. Include a meeting conducted by the CQC System Manager and attended by the Project Superintendent, other CQC personnel (as applicable), and the Foreperson responsible for the DFOW. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager within 3 business days of the meeting and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required to meet Technical Specifications.

C. Initial Phase: This phase is accomplished at the beginning of a DFOW, and includes the following:

1. Verify that Work is in full compliance with Contract Documents. Review the minutes of the preparatory meeting.

2. Verify the adequacy of controls to provide full Contract compliance. Verify that the required control inspection and testing are in compliance with the Contract.

3. Establish the level of workmanship and verify that it meets minimum acceptable workmanship standards. If the specifications require the Contractor to produce a sample or test portion for any component of the Project, compare the workmanship for the production work to that of the sample work as appropriate.

4. Resolve all differences.

5. Check safety to include compliance with and upgrading of the safety plan and AHA. Review the AHA with each worker.

6. Notify the Owner's Representative at least 1 business days in advance of beginning the initial phase for the DFOW. Provide a meeting agenda and include a checklist of initial phase work in the notification to the Owner's Representative. Include a meeting conducted by the CQC System Manager. The CQC System Manager shall prepare and provide separate minutes of this phase within 3 business days of the meeting and attach it to the daily CQC report. Indicate the exact location of the initial phase for the DFOW for future reference and comparison with follow-up phases.

7. Repeat the initial phase for each DFOW for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

8. Coordinate scheduled Work with Special Inspections where required, the Statement of Special Inspections, and the Schedule of Special Inspections (if required).

D. Follow-up Phase: Perform daily checks to verify that control activities, including control testing, are providing continued compliance with Contract Requirements, until completion of the particular DFOW. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional DFOWs, which may be affected by the deficient work. Do not build upon or conceal nonconforming work.

E. Additional Preparatory and Initial Phases: Conduct additional preparatory and initial phases on the same DFOWs if the quality of ongoing Work is unacceptable; if there are changes in the applicable CQC staff, on-site production supervision, or work crew; if work on a DFOW is resumed after a substantial period of inactivity; or if other problems develop.

F. Construction activities identified in the QHP list in the QC Plan shall not be allowed to commence until the QHP has been satisfactorily completed. The QHP is considered satisfactorily completed upon documented acceptance by both the CQC Manager and Owner's Representative. QHPs may be added by amendments to the CQC Plan.

3.7 TESTS

A. Testing Procedure

1. Perform specified or required tests to verify that control measures are adequate to provide a product that conforms to Contract Documents.

2. Upon request, furnish to the Owner's Representative duplicate samples of test specimens for possible testing by the Owner's Representative. Testing includes operations or acceptance tests, when specified. Procure the services of an independent testing laboratory or establish an approved testing laboratory at the Project site. Perform the following activities, and record and provide the following data:

a) Verify that testing procedures comply with Contract Requirements.

b) Verify that facilities and testing equipment are available and comply with testing standards.

c) Check test instrument calibration data against certified standards.

d) Verify that recording forms and test identification control number system, including all test documentation requirements, have been prepared.

e) Record the results of all tests taken, both passing and failing, in the CQC report for the date taken, and include the Specification paragraph reference, the location where the tests were taken, and the sequential control number identifying the test. On a weekly basis, actual test reports are to be submitted to the Owner's Representative with a reference to the test number and date taken. Provide copies of tests performed by an off-site or commercial test facility directly to the Owner's Representative. Failure to submit timely test reports as stated may result in nonpayment for related Work performed and disapproval of the test facility for this Contract.

B. Testing Laboratories

1. The Contractor shall retain an independent testing agency for all specified materials testing unless an otherwise qualified agent of the Contractor is approved by the Owner's Representative. The testing agency shall maintain current certifications for all testing performed.

2. Capability Check: The Owner's Representative reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the Technical Specifications and to check the laboratory technician's testing procedures and techniques.

C. On-site Laboratory: The Owner’s Representative reserves the right to use the Contractor's control testing laboratory and equipment to conduct assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Owner.

3.8 COMPLETION INSPECTION

A. Punch-out Inspection

1. The CQC System Manager shall conduct an inspection of the Work near the end of the Work, or any increment of the Work established by a time stated in the Contract or by the Specifications. The CQC System Manager shall prepare and include in the CQC documentation a punch list of items that do not conform to the approved drawings and specifications, as required by Section 3.9, Documentation and shall include within the list of deficiencies the estimated date when the deficiencies will be corrected.

2. The CQC System Manager or staff shall conduct a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the CQC System Manager shall notify the Owner’s Representative that the facility is ready for the Owner’s Representative’s pre-final inspection.

B. Pre-Final Inspection

1. The Owner’s Representative will perform the pre-final inspection to verify that the Contract Work is complete. An Owner’s Representative’s pre-final punch list may be developed as a result of this inspection. The CQC System Manager shall verify that all items on this list have been corrected before notifying the Owner’s Representative so that a final inspection can be scheduled. Correct items noted during the pre-final inspection in a timely manner.

2. The inspections and deficiency corrections required by Paragraphs A and B above need to be accomplished within the time slated for completion of the entire Work or any particular increment of the Work if the Project is divided into increments by separate completion dates.

C. Final Acceptance Inspection: The CQC Inspection personnel, plus the Superintendent or other primary management person, and the Owner’s Representative are required to attend the final acceptance inspection. The final acceptance inspection will be formally scheduled by the Owner’s Representative based upon results of the pre-final inspection. The CQC System Manager shall notify the Owner’s Representative at least 7 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining Work performed under the Contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all Contract Work acceptably complete for this inspection will be cause for the Owner’s Representative to bill the Contractor for the Owner’s Representative's additional inspection cost in accordance with the Contract clause titled "Inspection of Construction."

3.9 DOCUMENTATION

A. Quality Control Activities: The CQC System Manager shall maintain current records providing factual evidence that required QC activities and tests have been performed. These records shall include the Work of Subcontractors and Suppliers using a form provided by the Owner's Representative or an acceptable form that includes, as a minimum, the following information:

1. The name and area of responsibility of the Contractor or Subcontractor.
2. Operating plant and equipment, with hours worked, idle, or down for repair.
3. Work performed each day giving location, description, production, and by whom it was performed.
4. Test and control activities performed with results and references to Specification and Drawing requirements. Identify the control phase (Preparatory, Initial, Follow-up). Note the list of deficiencies, along with corrective action.
5. Quantity of materials received at the site with a statement as to acceptability, storage, and reference to Specification and Drawing requirements.
6. Submittals and deliverables reviewed, with Contract reference, by whom and action taken.
7. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
8. Instructions given and received, and conflicts in Drawings or Specifications.

B. Daily Quality Control Report Requirements

1. Provide a description of trades working on the Project, the number of personnel working, weather conditions, and delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the Work and workmanship comply with the Contract.
2. Furnish these records in report form to the Owner's Representative daily within 24 hours after the date covered by the report, except that reports do not need to be submitted for days when no Work is performed. As a minimum, prepare and submit one report for every 7 days of no Work and on the last day of a no-work period. All Calendar Days need to be accounted for throughout the life of the Contract. The first report following a day of no Work will be for that day only. Reports need to be signed and dated by the CQC System Manager. Include copies of test reports and copies of reports prepared by all subordinate QC personnel within the CQC System Manager Report.

3.10 SAMPLE FORMS

A. The CQC System Manager shall prepare sample forms and sample checklists and submit them to the Owner's Representative for approval as part of CQC Plan submittal. The CQC System Manager shall develop forms for all QC activities and tests identified in the CQC Plan.

3.11 NOTIFICATION OF NONCOMPLIANCE

A. The Owner's Representative will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the Work site, will be deemed sufficient as notification. All notifications of noncompliance by the Owner's Representative shall be accounted for within the Daily QC report. If the Contractor fails or refuses to comply promptly, the Owner's Representative can issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of a claim for an extension of time or for excess costs or damages by the Contractor.

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