

# CONTRACT DOCUMENTS & SPECIFICATIONS

## POLARIS TOWER DEMOLITION PROJECT

Project No. ITB-23-12

June 2023



***Prepared by:***

City of Fairbanks, Engineering Department  
800 Cushman Street  
Fairbanks, Alaska 99701

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**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 on the final bid date. The City will include a paper copy of the State wage rates in the signed Contract.

**CITY OF FAIRBANKS**  
**INVITATION TO BID NO. ITB-23-12**

Sealed bids for furnishing all labor, equipment, materials, and performing all work necessary for the **POLARIS TOWER DEMOLITION PROJECT** will be received by the City Clerk's Office, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701, until and including 2:00 P.M. local time, JULY 17, 2023, and will immediately thereafter be evaluated for scoring and price.

The words "bids" and "proposals" or any form of shall be interchangeable throughout this document.

This project is federally funded by the Environmental Protection Agency grant number 02J21501.

The project will consist of demolishing and removing the existing POLARIS TOWER building. Work includes but is not limited to:

- Removal of the following hazardous materials: Friable Asbestos Abatement and Demolition, Non-Friable Asbestos Abatement and Demolition, Refrigeration Units, Glycol Heating System, and Polychlorinated Biphenyls (PCB) Abatement and Demolition
- Non-Hazardous Materials Demolition consisting of removing the Polaris TOWER structure to the Polaris Tower, roof, walls, floor, miscellaneous construction materials such as metal studs, sheetrock, insulation, piping, etc., and miscellaneous hotel and restaurant equipment and material, etc., as shown in the plans and specifications.
- Basement wall reinforcement and backfill as shown in the plans and specifications. Shoring as needed to fill the demolition pit with borrow to ground level, compacted to 95%.
- Cap entire area with 4-inches of RAP (recycled asphalt pavement) and grade from east side of TOWER lot to Lacey St./1<sup>st</sup> Ave top back of sidewalk at 1%.
- Flashing, HBHs and jersey barriers as shown in the plans and specifications.
- Provide traffic control and site security for the duration of the project.
- Coordination with business owners in the vicinity impacted by this project.

The 801 Pay Items listed in the Bid Schedule shall be a lump sum payment. It is the contractor's responsibility to field verify and determine the quantities of materials for this work before bidding. Contractor will have access to the site as well as NORTECH's Hazardous Materials Figures and Data Report in Appendix C. A Table of Estimated Lump Sum Quantities is provided in Appendix G for informational purposes only.

Access to the Polaris Tower site will be provided from 8:30 am to 4:00 pm, M-F, per Bidders request. Other access is permitted using Bidders own resources and at Bidders risk.

A mandatory onsite pre-bid meeting will be held at 10:00 AM on JUNE 26, 2023, at the POLARIS TOWER on 2<sup>nd</sup> Avenue and Lacey Street, Fairbanks, AK 99701 for all prospective bidders. Contact both Kirsten Loaiza at [kloaiza@fairbanks.us](mailto:kloaiza@fairbanks.us) and Tim Zinza at [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us) to confirm attendance.

Contract documents will be available online at <http://www.agcak.org>, <http://www.theplansroom.com> and <https://www.fairbanksalaska.us/rfps>. The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents is retained on file at the City of Fairbanks Engineering Dept. Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

PUBLISH: Fairbanks Daily News-Miner: JUNE 17, 18 & 19, 2023

## **PART I - INSTRUCTIONS TO BIDDERS**

## DIVISION 000 – INSTRUCTIONS TO BIDDERS

**00-1.00 MANDATORY ON-SITE MEETING.** The City of Fairbanks requires prospective bidder to attend a mandatory onsite pre-bid meeting will be held at 10:00 AM on JUNE 26, 2023, at the Polaris TOWER located on the corner of Lacey Street and Second Avenue, Fairbanks, AK 99701 for all prospective bidders. Contact both Kirsten Loaiza at [kloaiza@fairbanks.us](mailto:kloaiza@fairbanks.us) and Tim Zinza at [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us) to confirm attendance.

**00-1.01 CONSTRUCTION DOCUMENTS ONLINE.** Contract documents are available only electronically at <http://www.agcak.org>, <http://www.theplansroom.com> and <https://www.fairbanksalaska.us/rfps> (City of Fairbanks Website). The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents, construction plans and technical specifications is retained on file at the City of Fairbanks Engineering Department Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

**00-1.02 RECEIPT AND OPENING OF BIDS.** The City of Fairbanks, Alaska (hereinafter called the “Owner”), invites bids submitted on the forms described herein. Bids including any amendments or withdrawals must be received by the City Clerk's Office, at or prior to the designated time. Bids not received by the City Clerk's Office at, or prior to, the designated time will not be accepted and will be returned to the bidder unopened. Mailed or hand-delivered envelopes containing the bids must be sealed, addressed to the City Clerk at 800 Cushman Street, Fairbanks, Alaska 99701-4615, and designated as specified in the “Invitation to Bid.” Faxed bid amendments must be addressed to the City Purchasing Agent. Fax number: (907) 459-6731.

**000-1.03 BID SECURITY.** Bid security is required with each bid in the following amount:

1. Ten Percent of the amount of the bid if the bid does not exceed \$100,000; or
2. Ten percent of the first \$100,000 and five percent of the amount of the bid over \$100,000 if the bid exceeds \$100,000 up to a maximum of \$200,000 in security.

**000-1.04 EQUAL OPPORTUNITY.** The City of Fairbanks hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

### 000-1.06 BID QUESTIONS.

All questions relating to bidding procedures, design features, constructability, quantities, discrepancies, request for correction, or other technical aspects of the project shall be submitted via email to the City of Fairbanks Engineering Department via [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us), attention Tim Zinza, Project Manager.

Questions shall be submitted to the Owner via the City website at least seven calendar days prior to the date fixed for the opening of the bids. The Owner shall provide all such corrections and any supplemental instructions in the form of addenda electronically to:

- <http://www.agcak.org>

- <http://www.theplansroom.com>
- <https://www.fairbanksalaska.us/rfps>

**000-1.07 OTHER INFORMATION:**

Bid results are available after the evaluation process by accessing the City of Fairbanks home page at <https://www.fairbanksalaska.us/rfps>.

The Standard Specifications for Highway Construction [English Edition] dated 2020 can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>.

**000-1.08 CONTRACT QUANTITIES IN BID SCHEDULE.** The quantities appearing in the Table of Estimated Lump Sum Quantities in Appendix G for the bid schedule are approximate only. The Lump Sum Price Bid of the Contractor shall be full payment for all supervision, labor, equipment, and materials to complete all work described under Basis of Payment for each Bid Item.

Pay Items shown in the Bid Schedule are Lump Sum and shall not be measured or weighed for payment. It is the Contractor's responsibility to come to their own conclusion's with the required quantities, schedule, position in building or any other thing that will effect their Lump Sum Bid Price.

**000-1.09 CONTRACT AWARD.** Except as provided in the Code of Ordinances, City of Fairbanks, Alaska, also cited Fairbanks General Code (FGC); contract award authority is by resolution of the City Council.

**000-1.09.1 PROPOSAL REQUIREMENTS**

Proposals submitted by interested contractors must include the following elements:

**Part A** – Qualifications and Technical Proposal, as required below.

Provide a brief description of your company's capabilities, history and experience with abatement and demolition work very similar to this project. Complete Bids shall further contain:

1. Proposed structure to manage the project, including identification of individuals to fill key roles. Briefly identify:
  - a. Company, including years in business under the same name.
  - b. Superintendent / Project Manager (one person may fill both roles)
  - c. Subcontracted Specialty Trades if necessary
2. Submit a project schedule based upon the number of calendar days required to perform the work following Notice to Proceed under the Agreement.
  - a. Owner Meetings and consultation
  - b. Equipment and Materials Delivered and Commencement of the Work

- c. Substantial Completion of the Work
- 3. Submit Technical Proposal cover letter including brief construction narrative.
  - a. Work plans for hazardous materials abatement
  - b. Work plan for demolition
- 4. Submit the following Technical Data:
  - a. Equipment Lists: Provide a list of all proposed equipment including manufacturer, capacity, and features.

**Part B** – Contract Price Submittal shall be submitted concurrently on the Bid Schedule, in a separate sealed envelope. State on the Bid Schedule Form the Proposer’s lump sum fee, on a 100% completed basis, such that nothing remains to be procured or performed by the Owner.

1. CRITERIA FOR EVALUATION OF PROPOSALS.

COMPANY: \_\_\_\_\_

REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

**Evaluation Criteria – Points x Weight = Product**

		Point	Weight	Product
1.	Business History and References: Consider length of time the proposer has been in business under the current name or prior names. Evaluate the number of prior projects performed by the proposer that are similar to the services under this ITB. Review business and project references.	0-5	5	
2	Qualifications & Experience: COMPANY & STAFF, How well has the contractor demonstrated that it has the qualifications and experience to complete the required services on time, within budget and with quality results?	0-5	15	
3	Qualifications & Experience: PROJECT MANAGER, Evaluate the qualifications and experience the Project Manager brings to the project, and the individual's ability to complete the project on time and in a professional manner.	0-5	15	
4	Objectives & Services: Determine how well the proposer understands the objectives and requirements of the project. Have construction considerations and alternatives been addressed? Have problems and opportunities been identified?	0-5	10	
5	Proposal to include cover letter with construction narrative.	0-5	10	
6	Identify proposed equipment and materials.	0-5	15	
7	Quality of Work Plans – Is the work plans consistent with requirements as outlined in the specifications.	0-5	20	

8	Value of Work Plans – Proposed plans is well. Proposal reflects Best Value Engineering Ideas & innovation to achieve solution.	0-5	20	
9	Scheduling, Manhours and Task Breakdown: Review and evaluate the Proposer's project schedule with the logical flow of task breakdown., meetings, permits, inspections, submittals, milestones and Critical Path Management	0-5	20	
10	Quality of Proposal and Conformance to ITB: Assess the overall quality and effort evident in preparing and submitting the proposal, review and evaluate conformance to the ITB format requirements	0-5	5	

TOTAL: \_\_\_\_\_

**Part C – Selection Procedure.**

The selection of a Contracting Company for the proposed project shall be based upon a thorough and subjective consideration of each Company's ability to perform the services described in the ITB. The following procedure will be observed in the selection of the Company for the project:

Qualifications, Technical Proposal and Fixed Price Proposal.

The City's selection team will evaluate each responsive proposal submitted and select the best cost / highest scoring proposal.

**REJECTION OF PROPOSALS.**

The City reserves the right to reject any and all proposals in response to this ITB that are deemed not to be in its best interest. The City further reserves the right to cancel or amend this ITB at any time and will notify all registered Proposers accordingly.

**000-1.10 REQUIRED DOCUMENTS.** Each bid shall be submitted on the prescribed forms.

Required for Bid. Bids will not be considered if the following documents are not filled out completely and submitted at the time of bidding:

1. Bid and Non-Collusion Affidavits
2. Bid Schedule(s)
3. Bid Bond (with Power of Attorney when appropriate)
4. Legible reproduction of current Alaska Contractor's License or Certified License Statement
5. Copy of current Alaska Business License
6. Copy of current City of Fairbanks Business License

Required After Notice of Apparent Successful Proposer. The apparent Successful Proposer is required to complete and submit the following document within 10 working days after receipt of written notification:

1. Sub-Contractors List

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

1. Construction Contract (Agreement)
2. Contract Bond (Performance)
3. Contract Bond (Payment)
4. Contractor's Questionnaire
5. Certificate of Insurance (from carrier)
6. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)

**000-1.11 CHANGE IN PREVAILING WAGE REQUIREMENTS.** The Department of Labor and Workforce Development (DOLWD) proposed a revised regulatory definition of "on-site" in 8 AAC 30.910 to clarify the scope of activities covered by Alaska's Little Davis Bacon Act (AS 36.05.010-AS 36.05.110). For a copy of the revised definition of 8 AAC 30.910, go to: <http://labor.alaska.gov>.

DOLWD will enforce the revised provisions on all projects with a bid opening date on or after March 15, 2011. Prospective bidders on projects with a bid opening date on or after March 15, 2011, must consider the impact of the revised regulation and bid accordingly. DOLWD will not enforce the new "onsite" definition on projects with a bid opening date prior to March 15, 2011.

**000-1.12 USING APPRENTICES.** Contractors must comply with Administrative Order 226, which establishes a 15% goal for hiring apprentices in certain job categories; on highway, airport, harbor, dam, tunnel, utility, or dredging projects financed by the State of Alaska. This Administrative Order will apply to all such projects advertised after September 1, 2005, where the project construction cost exceeds 2.5 million dollars.

For additional details, please visit: <http://labor.alaska.gov/lss/forms/ApprenHireReq.pdf>.

**000-1.13 SPECIAL NOTICE TO BIDDERS.** The City of Fairbanks may cancel this solicitation either before or after bid opening, but prior to the issuance of the "Notice of Intent to Award" under Subsection 103-1.03 of the Standard Specifications for Highway Construction, 2020 Edition, if it is determined that award is not in the best interest of the City.

The City also reserves the right to cancel this solicitation after issuance of the "Notice of Intent to Award" and the declared apparent Successful Proposer for the project is cautioned to not proceed with any aspect of contract performance until a "Letter of Award" and "Notice to Proceed" have been issued by the City.

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The apparent Successful Proposer is not relieved from any of the procedural requirements of Section 103 of the Standard Specifications for Highway Construction, 2020 Edition. By submitting a bid for this project, the bidder agrees that the City will not provide compensation for, nor be held liable for, any bidder or prospective contractor incurred costs associated with bid preparation or other prospective contractor incurred costs.

**CITY OF FAIRBANKS**  
**BID AFFIDAVIT**  
**ITB-23-12**

Bid of \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_\*,  
to the CITY OF FAIRBANKS, a municipal corporation of the State of Alaska (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **POLARIS TOWER DEMOLITION PROJECT**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by October 30, 2024. BIDDER further agrees to pay liquidated damages in accordance with the Contract Documents.

BIDDER acknowledges receipt of the following ADDENDA (give number and date of each):

Addenda	Date Issued	Addenda	Date Issued

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**ON ATTACHED BID SCHEDULE(S)**

*Respectfully submitted:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

UNITED STATES OF AMERICA  
STATE OF ALASKA

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name of Officer) (Firm Name)

\_\_\_\_\_, being duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, a bidder, on the contract to be awarded, by the City of Fairbanks of the State of Alaska, for the construction of that certain project designated as: the **POLARIS TOWER DEMOLITION PROJECT**, located at Fairbanks, Alaska, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**BID SCHEDULE**

The Bidder shall insert a unit bid price or a lump sum price in figures opposite each pay item and total price for which an estimated quantity appears in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be “all required” and as further specified in the contract.

City of Fairbanks ITB-23-12		POLARIS TOWER DEMOLITION PROJECT			
BID SCHEDULE		BASE BID			
Item No.	Item Description	Pay Unit	Quantity	Unit Price	Amount Bid
203.0006.0	Borrow, Select Material Type A	Lump Sum	All Required		
607.0008.0	Flashing	Lump Sum	All Required		
640.0001.0	Mobilization and Demobilization	Lump Sum	All Required		
641.0001.0	Erosion, Sediment, and Pollution Control Administration	Lump Sum	All Required		
641.0003.0	Temporary Erosion, Sediment, and Pollution Control	Lump Sum	All Required		
643.0002.0	Traffic Maintenance	Lump Sum	All Required		
643.0023.0	Traffic Price Adjustment	Contingent Sum	All Required	\$0.00	\$0.00
801.0001.0	Abatement and Demolition Requirements	Lump Sum	All Required		
801.0010.0	Friable Asbestos Abatement and Demolition	Lump Sum	All Required		
801.0011.0	Non-Friable Asbestos Abatement and Demolition	Lump Sum	All Required		
801.0013.0	Polychlorinated Biphenyls (PCB) / Lead-Based Paint Abatement and Demolition	Lump Sum	All Required		
801.0015.0	Non-Hazardous Materials Demolition*	Lump Sum	All Required		
801.0016.0	Refrigeration Units	Lump Sum	All Required		
801.0017.0	Glycol Heating System	Lump Sum	All Required		
Total Base Bid:					

\*For Non-Hazardous Materials, FNSB Solid Waste Landfill Tipping Fees will be waived.

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the CITY OF FAIRBANKS, ALASKA as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF FAIRBANKS a certain Bid, attached hereto, and hereby made a part hereof to enter into a contract in writing, for the **POLARIS TOWER DEMOLITION PROJECT**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**BID BOND (continued)**

\_\_\_\_\_ (L.S.)  
Principal

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

\_\_\_\_\_  
Surety

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

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**CITY OF FAIRBANKS**

**BID MODIFICATION**

**POLARIS TOWER DEMOLITION PROJECT**

Modification Number: \_\_\_\_\_

Note: All revisions shall be made to the unadjusted bid amount (s).

Changes to the adjusted bid amounts will be computed by the City.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>REVISION TO UNIT BID PRICE</b>	<b>REVISION TO UNIT BID AMOUNT</b>

**TOTAL REVISION: \$** \_\_\_\_\_

\_\_\_\_\_  
Name of Bidding Firm

\_\_\_\_\_  
Responsible Party Signature Date

This form may be duplicated if additional pages are needed.

**CONTRACTORS QUALIFICATION QUESTIONNAIRE**

**A. FINANCIAL**

1. Have you ever failed to complete a contract due to insufficient resources?  
 No  Yes If YES, explain:
2. Describe any arrangements you have made to finance this work:

**B. EQUIPMENT**

1. Describe the equipment you have available and intend to use for this project. List the item, quantity, make, model, size/capacity and present market value.
2. What percent of the total value of this contract do you intend to subcontract? \_\_\_\_\_ %
3. Do you propose to purchase any equipment for use on this project?  
 No  Yes If YES, describe type, quantity, and approximate:
4. Do you propose to rent any equipment for this work?  
 No  Yes If YES, describe type and quantity:
5. Is your bid based on firm offers for all materials necessary for this project?  
 Yes  No If NO, please explain:

**C. EXPERIENCE**

1. Have you had previous construction contracts or subcontracts with the State of Alaska?  
 Yes  No  
Describe the most recent or current contract, its completion date, and scope of work:
2. Do you have experience with federally funded construction projects?  
 Yes  No  
Describe the most recent or current contract, its completion date, and scope of work:

3. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

**I hereby certify that the above statements are true and complete.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUB-CONTRACTOR LIST**

The apparent Successful Proposer shall complete this form and submit it so as to be received by the City Engineer prior to the close of business on the tenth working day after receipt of written notice from the City.

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

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

Check as Applicable:

- All work on the above-referenced contract will be accomplished without sub-contracts greater than 1/2 of 1% of the contract amount.

OR

- Sub-contractor List is as follows, in accordance with Fairbanks General Code 54-162.

Firm Name, Address, Telephone No.	Alaska Business License No., Contractor's Registration No.	Scope of Work to be Performed

Continue sub-contractor information on additional sheets as necessary.

I hereby certify the above listed firms possessed current Alaska Business Licenses and Contractor Registrations that were valid on the day of the bid opening for this project.

\_\_\_\_\_  
 Signature of Authorized Company Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

**CONSTRUCTION CONTRACT (AGREEMENT)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, hereinafter (the official name, form of organization, and address of Contractor - if partnership, name of partners) called the "Contractor" and City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615, hereinafter called the "Owner".

WITNESSETH THAT:

WHEREAS, pursuant to the invitation of the Owner, extended through an officially published "Advertisement for Bids," the Contractor did in accordance therewith, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, file with the Owner a Bid containing an offer which was invited by said notice; and

WHEREAS, the Owner has heretofore determined said offer was the best submitted proposal:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain specifications entitled: **POLARIS TOWER DEMOLITION PROJECT** and *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full.

Second: That in consideration of faithful compliance with the terms and conditions of this Agreement the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of:

\_\_\_\_\_  
(the basic contract price both in words and figures)

which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

Third: That the time of completion is **October 30, 2024**.

Fourth: That the contract documents which are hereby made a part of this Agreement by actual attachment or by this reference thereto are as follows:

1. The "Advertisement for Bids" - being the invitation to submit a proposal;
2. The Specifications named above by title;
3. The Detailed Plans listed and described in said specifications, together with those which may be issued as supplements thereof; and

4. The Bid of the Contractor, which was submitted on \_\_\_\_\_, 2023, the original or a conformed copy of which is hereto attached and marked "Exhibit A".

**CONSTRUCTION CONTRACT (AGREEMENT) (Continued)**

IN WITNESS WHEREOF, said Contractor and said Owner have caused this Agreement to be executed on the day and year first above written.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name, Title)

(SEAL) And/Attest \_\_\_\_\_

Witness: (If individual or Partnership)

\_\_\_\_\_  
(Name)

-----  
CITY OF FAIRBANKS, FAIRBANKS, ALASKA  
(Owner)

(SEAL) By: \_\_\_\_\_  
DAVID PRUHS, Mayor

Attest: \_\_\_\_\_  
DANYIELLE SNIDER, City Clerk

Approved as to substance: \_\_\_\_\_  
ROBERT PRISTASH, P.E., City Engineer

Approved as to form: \_\_\_\_\_  
Thomas Chard, City Attorney Date

**CONTRACT BOND (PERFORMANCE)**

KNOW ALL BY THESE PRESENT:

That \_\_\_\_\_ of \_\_\_\_\_  
as principal(s) and \_\_\_\_\_ of \_\_\_\_\_ as  
surety(sureties) are firmly bound and held unto the City of Fairbanks 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  
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by  
these presents.

The amount of the Performance Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, for construction of the **POLARIS TOWER  
DEMOLITION PROJECT** said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principals shall well  
and truly perform and complete all obligation and work under said contract and the proposal, and special  
conditions attached hereto and made a part hereof and or the plans and specifications of the City of  
Fairbanks, or the specifications of any participating Local, State or Federal Agency when such  
specifications are designated by the City of Fairbanks as those governing the conduct of construction  
under this contract of which reference is hereby made and which are by reference made a part hereof  
according to the terms as the same are now constituted or as they may hereafter be modified in  
accordance with the provisions of said contract and specifications and during the life of any guarantee  
required under the contract, and if the said principals shall comply with all requirements of law and shall  
indemnify and save harmless the City of Fairbanks and employees thereof against any damage or loss  
which they or any of them may suffer or for which they or any of them become liable by the default of  
said principals, or by any neglect or carelessness on the part of said principals, their agents, servants or  
employees in the performance of said contract, then these presents shall become void, otherwise they  
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, Alaska, this \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

Principals: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT BOND (PERFORMANCE) (Continued)**

Countersigned: \_\_\_\_\_

(Corporation Seal)

Sureties: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Thomas Chard, City Attorney

\_\_\_\_\_  
Date

**CONTRACT BOND (PAYMENT)**

KNOW ALL BY THESE PRESENT:

That \_\_\_\_\_ of \_\_\_\_\_  
as principal(s) and \_\_\_\_\_ of \_\_\_\_\_ as  
surety(sureties) are firmly bound and held unto the City of Fairbanks 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  
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by  
these presents.

The amount of the Payment Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, for construction of the **POLARIS TOWER  
DEMOLITION PROJECT**, said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if the said principals 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 with the percentage of change limitations as set forth in the  
specifications; and if the principals shall indemnify and save harmless the City of Fairbanks and employees  
thereof against any damage or loss which they or any of them may suffer or for which they or any of them  
become liable by the default of said principals, or by any neglect or carelessness on the part of said  
principals, their agents, servants or employees, then these presents shall become void, otherwise they  
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, Alaska, this \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

Principals: \_\_\_\_\_  
\_\_\_\_\_

Countersigned: \_\_\_\_\_

**CONTRACT BOND (PAYMENT) (Continued)**

(Corporation Seal)

Sureties:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Thomas Chard, City Attorney

\_\_\_\_\_  
Date

**CERTIFICATE OF RELEASE**

TO: CITY OF FAIRBANKS, ALASKA

FROM: \_\_\_\_\_  
(Name of Contractor)

RE: Contract entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

with \_\_\_\_\_  
(Contractor) (Address)

\_\_\_\_\_ for the construction of the  
**POLARIS TOWER DEMOLITION PROJECT**, located in the town of Fairbanks, Alaska.

KNOW ALL BY THESE PRESENT:

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors or other arising out of the performance of this contract, which might be asserted against the CITY OF FAIRBANKS and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF FAIRBANKS, the undersigned will indemnify and save harmless the CITY OF FAIRBANKS from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF FAIRBANKS of all sums payable to the undersigned by the CITY OF FAIRBANKS under or pursuant to the above mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF FAIRBANKS has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF FAIRBANKS to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.
- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of Fairbanks by the Contractor have been paid in full.

**CERTIFICATE OF RELEASE (Continued)**

F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF FAIRBANKS from all claims arising under or by virtue of said contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature

\_\_\_\_\_, being first duly sworn on oath, deposes and says that he  
(Name)  
is the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Company)

Second, that he has read the foregoing certificate by him/her subscribed as

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Company)

The matters and things stated herein are, to the best of his/her knowledge and belief, true.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

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**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

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TO: CITY OF FAIRBANKS  
800 Cushman Street  
Fairbanks, Alaska 99701-4615

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

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In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

\_\_\_\_\_, SURETY COMPANY

on bond of

\_\_\_\_\_, CONTRACTOR

HEREBY APPROVES OF THE FINAL PAYMENT TO THE Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to:

\_\_\_\_\_, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Surety Company

ATTEST:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## **PART II – GENERAL PROVISIONS**

DIVISION 100 – STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION FOR THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

01/20/15 (N5)

*Add the following subsection:*

**107-1.22 NOISE ABATEMENT.** The Contractor will not disturb the peace in contravention of any applicable local Ordinance. Within the City of Fairbanks, the applicable ordinance is FGC Section 46-42. Any noise within the City of Fairbanks as described in FGC Section 46-42(A)(3) will be limited to the hours of 7 a.m. to 11 p.m. unless exempted by FGC Section 46-42(E).

### **PART III - CITY SUPPLEMENTAL CONDITIONS**

DIVISION 100 - GENERAL PROVISIONS OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 101  
DEFINITIONS AND TERMS**

**SECTION 101-1.01 GENERAL.** *ADD the following:* In all specifications, DELETE all references to "Department" or "State" or "State of Alaska" or "The State of Alaska Department of Transportation and Public Facilities" and REPLACE with: "City" (meaning the City of Fairbanks). Also, DELETE all references to "Contracting Officer" and REPLACE with: "City Engineer".

**SECTION 101-1.03 DEFINITIONS.** *ADD the following:*

**SUBMITTAL.** A bound document prepared by the contractor consisting of a compilation of product data, shop drawings calculations, certifications and reports to be submitted to the Engineer.

**SECTION 102  
BIDDING REQUIREMENTS AND CONDITIONS**

**102-1.07 BID GUARANTY.** *DELETE the second sentence and SUBSTITUTE the following:* The guaranty shall be unconditionally payable to the City of Fairbanks and shall be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

**102-1.09 WITHDRAWAL OR REVISION OF BIDS.** *Add the following to the first paragraph:* Modifications to bids shall be submitted on forms furnished by the City or reasonable facsimiles thereof. If a form other than that provided is used it shall be of a very similar format, containing at a minimum the information required on the provided form.

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**103-1.01 CONSIDERATION OF BIDS.** *In the first sentence of the fourth paragraph after "...may protest a proposed Award of contract" add the following:* "..., award of a contract, or a solicitation for construction ..."

**103-1.05 PERFORMANCE AND PAYMENT BONDS.**

*ADD the following to the end of the first paragraph:*

The Performance Bond shall equal the Payment Bond. Each Bond shall equal the amount of the contract.

**103-1.06 INSURANCE REQUIREMENTS.**

*DELETE Item 1: Workers' Compensation and see new subsection Certificate of Insurance.*

*DELETE Item 2: Commercial General Liability and see new subsection Certificate of Insurance.*

*DELETE Item 3: Automobile Liability and see new subsection Certificate of Insurance.*

*DELETE 4th paragraph and SUBSTITUTE the following:*

The City of Fairbanks shall be named as an additional insured on policies required by paragraphs 2 through 4 above. All of the above insurance coverages shall be considered to be primary and noncontributory to any other insurance carried by the City of Fairbanks, whether through self-insurance or otherwise.

ADD the following [new] subsections:

**Certificate of Insurance**

Contractor must furnish a certificate of insurance within the (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice of cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy shall be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as additional insured. All insurance shall be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims. The coverage shall include waiver of subrogation against the City.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. **Limits may be a combination of primary and excess (umbrella) policy forms.**

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

4. Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. (Only if applicable)

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or where requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number. The Owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Fairbanks its officers, and employees from and against any and all loss, expense, damage, claim,

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demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

#### **SECTION 104 SCOPE OF WORK**

*ADD the following [new] subsections:*

**104-1.08 CLAIMS FOR ADJUSTMENTS AND DISPUTES.** All submitted cost and price data shall be certified according to FGC Section 54-345 COST OR PRICING DATA.

No time related claims will be compensated to the contractor for owner delay prior to the Contractual End Date.

#### **SECTION 105 CONTROL OF WORK**

*Add the following NEW subsection:*

**105-1.18 WARRANTIES.** Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work resulting therefrom which shall appear within a period of one (1) year from the date of the substantial completion of Work unless a longer period is specified. The Owner or Engineer will give notice of observed defects with reasonable promptness.

#### **SECTION 106 CONTROL OF MATERIAL**

**106-1.03 TESTING AND ACCEPTANCE.** *DELETE item 2. entirety and SUBSTITUTE the following:*

2. ACCEPTANCE TESTING. The City has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The City will sample materials and perform acceptance tests at its expense except as otherwise stated. The cost of tests that fail to meet specification requirements will be deducted from the Contract price. Samples will be taken by a qualified testing firm or representative of the Owner. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the City's acceptance testing for its quality control. The City's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the City's acceptance test but is not required to do so.

**SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**107-1.01 LAWS TO BE OBSERVED.** *Add to the end of the first paragraph the following:* The Fairbanks General Code is available electronically from the City of Fairbanks web site: <http://www.fairbanksalaska.us/>. Under "Government" click "City Code Online Library" and it will direct you to "Code of Ordinances Fairbanks, Alaska" and notice in particular Chapter 54 - Procurement.

**107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.**

6. Hazardous Materials. *Add the following:*

- g. Fuel storage facilities shall not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling shall not occur within the annual floodplain.

**107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS.** *Add the following:*

The Contractor's responsibility for damage claims under this section specifically includes all actionable damages, including, but not limited to, claims of damage to structures, retaining walls, utilities, machinery and vibration-sensitive business operations, caused by vibrations which are produced by the execution of this contract. The Contractor shall be liable for all expenses incurred to resolve all such damage claims, at no cost to the City.

*Add the following new Subsection:*

**107-1.22 NOISE ABATEMENT.** The contractor shall comply with FGC Section 46-42 which states, in part, as follows:

(A) A person commits the offense of disturbing the peace if:

- (3) Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operation or use is disturbing the peace and privacy of others.

(E) Exemptions. The following sound or noise is not prohibited by this Section:

- (3) Noise necessarily produced in the course of work required to protect persons or property from an imminent peril.
- (4) Noise produced by any activity for which a permit has been issued pursuant to paragraph (E) of this Section.

- (F) Applications for a permit for relief from the application of this Section to any activity on the basis of undue hardship may be made to the City Mayor or his duly authorized representative. Any permit granted by the City Mayor hereunder shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit shall be effective. The City Mayor, or his duly authorized representative, may grant the relief as applied for if he finds:
- (1) Additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with this Section; or
  - (2) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other paragraphs of this Section; and
  - (3) No other reasonable alternative is available to the applicant; and

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

#### **SECTION 108 PROSECUTION AND PROGRESS**

**108-1.03 PROSECUTION AND PROGRESS.** *Delete the last sentence of the first paragraph in its entirety and substitute the following:* The Contractor shall submit the following documents to the Engineer at least fifteen (15) working days before the preconstruction conference:

DELETE the following:

4. A Construction Phasing plan, as required under Subsection 643-1.05.

ADD the following:

4. Construction Requirements, as required under Subsection 643-1.05 and Subsection 643-3.01.

**108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME, AND SUSPENSION OF WORK.** *DELETE in entirety and SUBSTITUTE the following:* Time is of the essence of the Contract. The Work to be done under the Contract shall be completed in its entirety within the time specified in the Contract Documents. The date of commencement will be the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the agreement signed by the Owner and the Contractor.

The Engineer may at his/her discretion recommend that the Owner extend the time for completion of the Work without invalidating any of the provisions of the Contract and without releasing the surety. Extensions of time, when recommended by Engineer, will be based upon the effect of delays to the Project as a whole and will not be recommended for non-controlling delays to minor included portions of the work unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.

Acts of God, inclement weather, governmental regulations, labor disputes, strikes, fires, required extra work or any delay totally beyond the control of the Contractor may justify an extension of time.

No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor or his/her subcontractors.

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All time extensions requested by Contractor shall be made to Engineer in writing on or before the tenth day following the day in which the alleged delay is said to have occurred and any claim for extension of time shall state explicitly the reasons therefore or and the number of days claimed. Should Contractor fail to file such written claim for extension of time within the period provided he/she shall have abandoned any claim, therefore.

Unless otherwise provided herein, Contractor's sole remedy for any justified delay in the Work will be an extension of time and he/she will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind except for such delays as maybe caused solely by any fault of Owner of this agreement.

The Engineer by written order may suspend Work on the Project, in whole or in part, for such periods as he/she may judge necessary due to inclement weather, unforeseen emergency conditions, or to expedite public traffic. When the Work is suspended for one or more calendar days by order of the Engineer, the time for completion will be increased, except as hereinafter stated.

In those instances where the Engineer orders suspension of the Work for failure by the Contractor to carry out contractual provisions, or for failure to carry out orders given by the Engineer within the limits of the Contract, the Contractor will not be entitled to an increase in the time for completion.

#### **SECTION 109 MEASUREMENT AND PAYMENT**

**109-1.01 GENERAL.** *Add the following:* All payments requested by the Contractor shall be developed by the Contractor in a form acceptable to the Engineer. Pay estimates shall be submitted by the Contractor and approved by the Engineer.

**109-1.02 MEASUREMENT OF QUANTITIES.** *Under subtitle (2) Electronic Computerized Weighing System. item (a) Computer. add the following to the end of the first sentence: ", a CD, or a USB device."*

Pay Items shown in the Bid Schedule are Lump Sum and shall not be measured or weighed for payment.

**109-1.06 PROGRESS PAYMENTS.** *Add the following:* The City shall initiate procedures to pay the Contractor according to FGC Sec. 54-105 within fifteen (15) days after the Contractor submits to the City a bill for materials provided or services performed and a sworn statement that all employees employed on the Project by the Contractor and all subcontractors have been paid not less than the established prevailing rate of pay as determined and published by the State of Alaska, Department of Labor.

Progress payments under the Contract shall be made at the request of the Contractor based upon pay estimates to be furnished by the Contractor and approved by the Engineer. The Engineer reserves the right to alter quantities claimed in the partial estimate to reflect what are, in Engineer's opinion, the true quantities for the payment time period.

**109-1.08 FINAL PAYMENT.** *DELETE the first sentence of the first paragraph and substitute the following:* When the project has been completed as provided in Subsection 105-1.15, the Contractor will prepare for approval by the Engineer the final estimate of the quantities of the various classes of work performed.

*Add the following to the last sentence of the first paragraph:* and the Consent of Surety Company to Final Payment form is executed and received.

END OF SECTION

## **PART IV - TECHNICAL & SPECIAL PROVISION**

SECTIONS 200s-700s OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 203  
EXCAVATION AND EMBANKMENT**

**2.03-2.01 MATERIALS.**

ADD the following to the end of 3. BORROW:

Borrow, Selected Material Type A shall confirm to the gradation shown in SECTION 703 AGGREGATES, 703-2.07 SELECTED MATERIAL, 1. Type A.

RAP, recycled asphalt pavement.

**203-4.01 METHOD OF MEASUREMENT.** No material shall be measured or weighed for payment.

**203-5.01 BASIS OF PAYMENT.**

DELETE the following:

Pay Item	Pay Unit
203.0006. Borrow	Ton

ADD the following:

Pay Item	Pay Unit
203.0006. Borrow, Selected Material Type A	Lump Sum

ADD the following:

All work including, but not limited to, material, labor, installation, supervision, equipment, and appurtenances as described in these documents and shown on the plans are subsidiary to this pay item.

Additional excavation to provide for shoring, sheet piles, excavation shields or flattening the excavation slopes, are subsidiary to this pay item. Shoring, sheet piles, and excavation shields materials are subsidiary to this pay item. Installation per manufactures instructions of geotextile (Tencate Mirafi RS580i) are subsidiary to this pay item. Ice and water shield are subsidiary to this pay item. All work and material for four-inch RAP cap and grading are subsidiary to this pay item. All work and material for structural fill and asphalt concrete pavement to match existing pavement structure and to repair area of below grade propane tank removal are subsidiary to this pay item. All compaction to be done via static rolling or approved by the engineer and is subsidiary to this pay item. Compaction by increasing density as approved by the engineer is subsidiary to this pay item. Seal all utility and sleeve penetrations in the existing basement foundation walls with spray urethane foam. This work and materials is subsidiary to this pay item.

Payment will be made under:

Pay Item	Pay Unit
203.0006.0 Borrow, Select Material Type A	Lump Sum

**SECTION 607  
FENCES**

**607-4.01 METHOD OF MEASUREMENT.** No material shall be measured or weighed for payment.

**607-5.01 BASIS OF PAYMENT.**

ADD the following:

All work including, but not limited to, material, labor, installation, supervision, equipment, and appurtenances for the flashing as described in these documents and shown on the plans are subsidiary to this pay item.

All work including, but not limited to, material, labor, installation, supervision, equipment, and appurtenances for the 8-inch sono-tube head bolt heaters, conduit, wiring, relocation of the junction box and (3) head bolt receptacles, miscellaneous wiring and conduit, jersey barriers as described in these documents and shown on the plans are subsidiary to this pay item.

Payment will be made under:

Pay Item	Pay Unit
607.0008.0 Flashing	Lump Sum

**SECTION 640  
MOBILIZATION AND DEMOBILIZATION**

**640-1.01 DESCRIPTION.** Add the following:

8. This item shall also consist of final project closeout and cleanup operations, including, but not limited to, those necessary for the removal of equipment, supplies, incidentals, and debris from the project site, cleaning the streets and sidewalks of all soils and construction debris, record drawings, correction of deficiencies in the work, and for all other work required by the Engineer which must be performed, or costs incurred, prior to final project acceptance, not paid for by other contract pay items.

**640-3.01 CONSTRUCTION REQUIREMENTS.** DELETE in its entirety and substitute the following:

Contractor will keep site secure at all times. Contractor to provide the city with three keys or the combination for the lock.

Contractor to protect existing pavement structure from potential damage. Any damage to the existing pavement structure, shall be replaced at contractor's expense.

Contractor is not to store or place any material or equipment in the Taphouse Beer Garden Courtyard (outside area) as there is a basement under the courtyard.

**640-5.01 BASIS OF PAYMENT.**

ADD the following:

Gate lock, keys and securing of site are subsidiary to this pay item.

ADD the following:

When the Bid Schedule contains Item 640.0001.0, Mobilization and Demobilization, it shall be understood that the Contractor's mobilization and demobilization expenses (otherwise chargeable to individual items) are compensated for in full under Item 640.0001.0, and that no adjustments shall be made in the Contract price for mobilization due to under-runs or over-runs in quantity.

**SECTION 643  
TRAFFIC MAINTENANCE**

**643-3.01 GENERAL CONSTRUCTION REQUIREMENTS**

ADD the following:

Requirement I: Removal of the following hazardous materials in full listed in the Bid Schedule as Friable Asbestos Abatement and Demolition, Non-Friable Asbestos Abatement and Demolition, Refrigeration Units, Glycol Heating System. When this requirement is satisfied, NTP will be issued for Requirement II.

Requirement II: Polychlorinated Biphenyls (PCB) Abatement and Demolition as a component or as an approved alternate method. When this requirement is satisfied, NTP will be issued for Requirement III.

Requirement III: Non-Hazardous Materials Demolition consisting of removing the Polaris TOWER structure: roof, walls, floor, miscellaneous construction materials such as metal studs, sheetrock, insulation, piping, etc., and miscellaneous hotel and restaurant equipment and material, etc. as shown in the plans and specifications. Completion of project as shown in the plans and specifications.

Provide a human guard to protect and secure the project site from theft, vandalism, and unwanted Tower access at all times for the duration of the project.

ROW shall be 100% vacated with no parking of vehicles, equipment, materials, and traffic control with the site fully secured from the direction of the Engineer from 5:00 PM June 20, 2024, to 7:00 AM June 23, 2024, for the Fairbanks Midnight Sun Festival.

ADD the following subsection:

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**643-3.12 PUBLIC INFORMATION.** Provide a Public Information (PI) professional to accomplish the work outlined in this subsection. The PI professional shall be familiar with the construction schedule, progress, and traffic control; be able to provide information to the general public and affected residents / businesses in the project area, closure duration and detour routes; to schedule required access to residences / businesses through areas of construction, etc. The PI professional shall participate in the Preconstruction Conference and is responsible for supplying up to date information.

The PI professional is responsible for the following for the PI Program:

1. In instances of emergencies, utility shutdowns, changes in traffic patterns or other unanticipated impacts to drivers, pedestrians, or residences/businesses within the project corridor, immediately coordinate with the Engineer.
2. Business flyers, residential notices, and mail-outs. No less than two weeks prior to and again no less than three days prior to road closures or significant changes in traffic control, notify affected businesses and residents adjacent to and around the project corridor of the upcoming closure or traffic change via door-to-door flyer, mail-out, and/or email.

The Contractor is responsible for developing a distribution list prior to the start of construction activities. The contractor is responsible for creating and distributing mail-outs, flyers, and emails.

- a. The two-week notice must contain estimated start date (or range of dates) closure or change will begin, expected duration, detour routes, contact information for contractor and project engineer, work that will be completed during closure.
  - b. The three-day notice must contain specific date closure or change will begin, expected duration, detour routes, contact information for contractor and project engineer, work that will be completed during closure.
3. Utility Outage Notifications. Prior to any utility outage, provide written notice to all affected property owners and tenants with a minimum 48 hours' notice.
4. Agency, Businesses, and Public Notifications. Notify the following at least 48 hours prior to starting any work which might inconvenience or endanger vehicular traffic. Information on project area duration and detour routes should be provided to the:

- a. City and Borough Mayor's Offices
  - b. City Police Department
  - c. City Fire Department
  - d. State Troopers
  - e. MAC Borough Transit
  - f. School District
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- g. U.S. Postal Service
- h. Emergency Services
- i. Surrounding business and property owners along 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Avenues from Cushman Street to Dunkel Street.  
Surrounding business and property owners along Noble Street and Lacey Street from Wendell Avenue to 3<sup>rd</sup> Avenue.  
Surrounding business and property owners along Wendell Avenue from Lacey Street to Dunkel Street.
- j. GMH Investments LLC, owner (Gina Hoppner, 330 Wendell Ave. STE F.) of 412 2<sup>nd</sup> Avenue is to be given a 2 week notice before construction and 2 business days' notice before each specific Construction Requirement and items listed in the Bid Schedule.

Any request for reimbursement for PI professional work will be separately stated in progress billings.

**6.43-5.01 BASIS OF PAYMENT.**

All work including, but not limited to, material, labor, installation, supervision, equipment, appurtenances, Public Information Professional and duties as described in subsection 643-3.12 PUBLIC INFORMATION and as described in these documents and shown on the plans are subsidiary to this pay item. Human guard and duties as described in subsection 643-3.01 GENERAL CONSTRUCTION REQUIREMENTS are subsidiary to this pay item.

- 1. Traffic Maintenance.

*DELETE the following after the second paragraph:*

- b. Traffic Maintenance Setup

**SECTION 801  
ABATEMENT AND DEMOLITION**

**801-1.01 DESCRIPTION.** This work shall include the demolition and removal of the Annex Building attached to the Polaris Hotel located in downtown Fairbanks. Contractor shall demolish structures identified in this Section and shown on the project drawings in their entirety and properly dispose of all resulting debris. Work shall include the assessment, collection, handling, and disposal of all waste and debris associated with the removal of the structure. Protect existing facilities, vehicles, the environment, and the public from damage due to this work.

**Polaris** –The Polaris Hotel that was originally constructed in 1952. The structure has been abandoned since 2002 and owned by the City of Fairbanks since 2018. The building has since been secured to prevent access to the public, however there is evidence of unauthorized entries by unknown persons throughout the years. The overall structure has been in a steady state of decay since closing and contains a variety of safety and health hazards.

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The interior of the Tower consists of a basement, ground floor, an additional 9 floors, a penthouse, and a rooftop with mechanical equipment. The interior is without light, power, and heat. Interior building material degradation has occurred due to years of freeze-thaw cycles and weather intrusion. All areas within the building have visible fungal amplification in both the basement and first floor. Furnishings and equipment were left behind at the time of closing and have deteriorated due to building conditions and damage by unauthorized entrants. Broken glass is present on most surfaces and finished ceilings have fallen in multiple areas. Starting from the second floor to the rooftop, a bird infestation has been present within the building for years and an accumulation of guano is found to varying degrees of severity on each floor.

The basement area has evidence of heavy flooding and water damage along with heavy fungal amplification. Numerous debris and equipment present tripping hazards for anyone occupying this space. Overhead areas with loose equipment and building debris as well as equipment strewn across piping overhead present a strike hazard to anyone walking beneath. The elevator shaft remains open, flooded with water, and unguarded.

A total of 469 bulk asbestos samples have been analyzed by a laboratory for asbestos content. Asbestos containing materials throughout the building are identified below:

- Green & gray & beige & black mastics - Chrysotile
- Brown & off-white & beige & gray window frame caulking – Chrysotile
- Beige & gray window glazing putties – Chrysotile
- Gray & brown paper backings with tan mastic – Chrysotile
- White & tan mag TSI – Chrysotile & Amosite
- White hard mudded TSI elbows – Chrysotile & Amosite
- Gray & brown corrugated carboard TSI – Chrysotile
- Gaskets – Chrysotile
- Black asphaltic sealants – Chrysotile
- White fibrous flex duct – Chrysotile
- Silver paint coating – Chrysotile
- 12"x12" brick pattern & tan VATs – Chrysotile
- 9"x9" red VAT – Chrysotile
- Popcorn ceiling – Chrysotile
- Troweled on skim coat – Chrysotile
- Textured skim coat with vermiculite
- Electrical Panel components – Chrysotile
- Sink undercoating and putty – Chrysotile
- Beige fan sealant – Chrysotile
- Asphaltic tars & sealants – Chrysotile
- Silver paint – Chrysotile
- Brown parapet caulking – Chrysotile
- Asphaltic vapor barrier - Chrysotile

Lead-based paint (>1.0 mg/cm<sup>2</sup> and >0.50% by weight) has been identified in light green & off-white exterior wall and window paint, orange metal columns, off-white metal door(s), off-white sprinkler piping, red metal vent pipe(s), green painted elevator motor, beige painted elevator room ladder, brown painted

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metal cabinets, dark gray elevator room heater, and a gray metal door(s) to rooftop AHU. Low levels of lead (<1.0 mg/cm<sup>2</sup>) have been identified in the following colors throughout the structure: gray, orange, beige, light gray, green, red, pink, white, black, blue, tan, and off-white.

PCBs have been identified in a variety of paint colors throughout the Polaris. Results range from non-detect (unpainted concrete) to 640 mg/kg, above the most stringent EPA regulation of 500 mg/kg. Colors of paint from the Polaris that contain detectable levels of PCBs are: white, pink, gray, black, orange, tan/cream, and various shades of green. All paints are assumed to contain PCBs unless tested otherwise by laboratory analysis.

Nearly all hazardous materials, other than asbestos, lead, and PCB containing paint, have been removed from the structure during previous efforts. Removed items included fluorescent lamps and ballasts, smoke detectors, lead acid batteries, and other miscellaneous materials used in maintenance of the building. The only remaining miscellaneous hazardous materials are 26 refrigeration units spread out across 6 different floors of the building.

### **801-1.02 DEFINITIONS AND ABBREVIATIONS.**

**ACM:** Asbestos-Containing Material

**ADEC:** Alaska Department of Environmental Conservation

**Amended Water:** Water that contains a wetting agent or surfactant and has a maximum surface tension of 29 dynes per square centimeter when tested in accordance with ASTM D 1331.

**Certified Industrial Hygienist (CIH):** A Certified Industrial Hygienist as defined by State of Alaska AS 45.50.477. For work covered by this section, the Certified Industrial Hygienist is also required to have the following:

1. Demonstrable Lead Based Paint qualifications and experience; and
2. Current Asbestos Hazard Emergency Response Act (AHERA) certification as an Asbestos Building Inspector and EPA Accredited Asbestos Project Designer.

**Competent Person (CP):** A Competent Person as defined by 29 CFR 1926.32(f) and 29 CFR 1926.1101(b). For work covered by this section, the Competent Person is also required to have the following:

1. 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) and Supervisor training courses (29 CFR 1910.120); and
2. Current certificate as an Alaska Asbestos Abatement Worker; and
3. A current certificate demonstrating Lead Based Paint training; and
4. Demonstrable qualifications and experience with construction safety and health hazards, engineering controls, safe work practices and personal protective equipment.

**Control Area:** Areas where contaminant removal operations are performed and are isolated by physical boundaries to prevent the uncontrolled release of contaminants, (i.e., lead, asbestos dust, fibers, debris etc.).

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**HEPA Filter Equipment:** Equipment (e.g., vacuum cleaners or exhaust ventilation) fitted for use with a high-efficiency particulate air filter. High-efficiency particulate air (HEPA) filter means a filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

**Industrial Hygienist (IH):** An Industrial Hygienist as defined by State of Alaska AS 45.50.477. For work covered by this section, the Industrial Hygienist is also required to have the following:

- 1) Demonstrable Lead Based Paint qualifications and experience; and
- 2) Alaska Asbestos Abatement Worker Certification.

**LBP:** Lead Based Paint

**Lead:** Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.

**PCB:** Polychlorinated Biphenyls

**Personal Monitoring:** Sampling of lead concentrations within the breathing zone of an employee to determine the eight-hour time weighted average concentration in accordance with 29 CFR 1910.1025. Sampling of asbestos concentrations within the breathing zone of an employee to determine the eight-hour time weighted average concentration in accordance with 29 CFR 1910.1001. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered the volume within a hemisphere, forward of the shoulders, with a radius of 150 mm to 225 mm (6 to 9 inches) and the center at the nose or mouth of an employee.

**Qualified Environmental Professional:** A Qualified Environmental Professional (QEP) as defined by State of Alaska 18 AAC 75.333. The QEP shall have demonstrable experience in the operation of field screening equipment.

**Regulated Area:** Areas where Class I, II, and III asbestos work occurs or where there is a reasonable expectation that airborne asbestos fiber concentrations may exceed the asbestos Permissible Exposure Limit as defined in 29 CFR 1910.1001 and 29 CFR 1926.1101.

### **801-1.03 RELATED SPECIFICATIONS.**

Work items subsidiary to this section will be performed in accordance with the following Specification Sections as applicable:

General Provisions	Division 100
Excavation and Embankment	Section 203
Fences	Section 607
Mobilization and Demobilization	Section 640
Erosion, Sediment, and Pollution Control	Section 641
Traffic Maintenance	Section 643

**801-1.04 REFERENCES.** The publications listed below form a part of this specification. The publications are referred to in the text by basic designation only.

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8 AAC 61.600-.790	Alaska Asbestos Abatement Certification
18 AAC 75	Oil and Other Hazardous Substances Pollution Control
ANSI Z88.2-1992	Respiratory Protection
40 CFR Part 61	EPA Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAPS)
40 CFR Part 761	EPA Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
29 CFR 1926.1101	OSHA Safety & Health Regulations for Construction - Asbestos

**801-1.05 REQUIRED PROFESSIONAL SERVICES.** For work covered by this section, contract for or retain the following professional services:

**Competent Person:** Retain and employ the services of a Competent Person as defined in 801-1.02. The - Competent Person must be present at all times during demolition work. Materials sampling, if needed to determine the nature of a suspected hazard not already identified, is to be completed by the Competent Person. The Competent Person shall notify the Engineer of the suspected hazard and schedule the sampling so that the Engineer may observe the sampling.

**Environmental Quality Assurance Consultant (EQAC):** The Contractors shall provide the EQAC(s) that is capable of providing the following services that meet the requirements of the positions as defined in 801-1.02:

- 1) Qualified Environmental Professional; and
- 2) Industrial Hygienist; and
- 3) Certified Industrial Hygienist.

**Testing Laboratory:** The Contractor will contract for the services of a NVLAP-approved and independent Testing Laboratory to provide analytical laboratory services. Independent shall mean that no ownership agreement shall exist between the Testing Laboratory and the Contractor. Analyses of all samples taken by the Industrial Hygienist shall be performed by the independent Testing Laboratory.

**801-1.06 INSPECTION AND COMPLIANCE.** Federal, State, and local agencies may require their representative(s) to be present to inspect operations. Notify the Engineer as soon as possible of any such inspections and comply with all inspection requirements. If conflicts occur between various regulations or between any regulation and the contract specifications, the most stringent shall apply unless otherwise approved by the Engineer.

The Engineer has the exclusive right and responsibility for determining the acceptability of the Contractor's work. The City of Fairbanks, at its option and expense, may perform independent monitoring, sampling, or testing to determine the acceptability of the Contractor's work. The Contractor shall not rely on the City of Fairbanks testing for its quality control. The City of Fairbanks testing is not a substitute for the Contractor's quality control. Results of the City of Fairbanks tests will be furnished to the Contractor upon request.

**801-1.07 PRE-WORK SUBMITTALS.** No more than 30 days after NTP and no less than 21 days prior to commencing demolition, submit each of the administrative and planning documents described below. After approval, project information shall be updated as described at the end of this section. Receipt of any Submittal by the Engineer does not constitute approval of the document or the adequacy of the document. Do not commence any site operations without the written authorization of the Engineer.

Every Submittal should have each/all specific Sections clearly identified on the Transmittal and Title Page for tracking purposes.

**Key Personnel, Subcontractors, and Test Laboratories:** Provide a flow chart and/or narrative identifying key personnel and subcontractors to be used in the demolition and hazardous material related work; describe their individual responsibilities and, where applicable, authority. Provide the name, contact information, certification, and qualifications of the following:

- 1) Competent Person
- 2) Industrial Hygienist
- 3) Certified Industrial Hygienist

Identify waste transporter(s) and means of transportation. Identify disposal facilities, their locations, and means of disposal or remediation.

**Demolition Work Plan:** Identify how general demolition and any hazardous material demolition activities will be conducted and coordinated. The Demolition Work Plan shall also contain, but not be limited to, the following:

- 1) Demolition work schedule, including disposal methods for demolished items
- 2) Demolition-related hazard assessment including a site description
- 3) Demolition and hazardous material related notifications, permits, licenses, and certificates, and identification numbers
- 4) Demolition work controls, including the following:
  1. Engineering controls and demolition work practices to be used; and
  2. Administrative controls, including logs, reports, regulatory forms, and record keeping to be utilized
- 5) Asbestos Work Plan
- 6) Lead & PCB Work Plan
- 7) Site safety and health plan (SSHP)
- 8) Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations

No work at the demolition site, with the exception of a preliminary site inspection that includes a hazard investigation and assessment, shall be performed until the Demolition Work Plan is approved by the Engineer.

Continuously maintain, update, and implement the Demolition Work Plan. No change in the approved plan shall be implemented without written concurrence by the Engineer. A copy of the Demolition Work Plan shall be kept at the work site at all times, and it shall be available to all workers and visitors.

**Lead & PCB Work Plan:** Mechanical demolition and truck loading using a hydraulic excavator with adequate dust control is considered sufficient to complete this work.

Hand demolition of material coated with lead and/or PCB containing paint shall not be undertaken unless it is completed by trained personnel under an approved Lead & PCB Work Plan detailing the means and methods of removal, worker protection, and proper disposal of materials removed.

**Site Safety and Health Plan (SSHP):** The Site Safety and Health Plan (SSHP) shall include the following:

- 1) An asbestos exposure assessment that is consistent with the OSHA Construction Standard for Asbestos outlined in 29 CFR 1926.1101(f); and
- 2) A lead exposure assessment that is in accordance with the OSHA Lead in Construction Standard 29 CFR 1926.62(d); and
- 3) Sampling, testing, and analytical methods including personal exposure air monitoring for asbestos, lead, and PCB exposed workers, and Toxic Characteristic Leaching Procedure (TCLP) of waste material; and
- 4) A Respiratory Protection Program in accordance with 29 CFR 1910.134; and
- 5) A Hazard Communication Program in accordance with 29 CFR 1910.1200.

A Health and Safety Plan has been included in Appendix D for the contractor's reference and shall not be used as a substitute for the Contractor's submittal.

## **MATERIALS**

**801-2.01 GENERAL.** As specified in the Contract, furnish and assume full responsibility for all labor, supervision, supplies, materials, equipment, machinery, tools, appliances, fuel, utilities, sanitary, temporary, and all other facilities and incidentals necessary for the furnishing, performance, testing, start up, execution, and completion of Work.

**Adhesives and Tapes:** Adhesives and tape shall be capable of sealing joints of adjacent sheets of polyethylene sheeting to finished and unfinished surfaces and capable of adhering under both dry and wet conditions, including surfaces wet with amended water.

**Danger Signs and Labels:** Warning signs and labels shall be affixed to all products or containers containing Hazardous Materials. The required signs shall be used to demarcate areas where asbestos, lead-based paint, or other hazardous waste is temporarily stored; and areas not accessible to the public where Hazardous Materials are left in place. Signs and labels shall conform to all applicable regulations.

**Polyethylene Sheeting:** Polyethylene film, with a minimum thickness of 6-mil, shall conform to ASTM D 4397.

As required, provide evidence of meeting the specified quantity of materials.

## CONSTRUCTION REQUIREMENTS

**801-3.01 PREPARATORY.** Conduct a Pre-demolition Conference at the demolition work site. Notify the Engineer at least five working days before the pre-demolition conference. During the conference, meet with the Engineer to review plans and procedure for a preliminary site inspection and hazard assessment.

Complete a preliminary site inspection that includes a hazard investigation and assessment. As part of that assessment, perform a destructive inspection to the extent required to expose mechanical chases and wall cavities serving utilities to determine the presence of any potential hidden hazards. All sampling of suspect materials shall be completed by the EQAC. The Competent Person shall be present during all pre-demolition destructive inspection and testing. In the event that the Competent Person identifies an unexpected potential safety or health hazard, the Competent Person shall secure the immediate area to prevent worker exposure and then obtain the Certified Industrial Hygienist's evaluation of the potential hazard.

**801-3.02 GENERAL DEMOLITION.** Work shall not interfere with the use of adjacent facilities; work requiring or resulting in such interference shall be performed only with prior approval of the Engineer.

No visible particulate emissions will be allowed. The amount of dust resulting from demolition shall be controlled by wet methods or HEPA vacuuming as appropriate for the task and work practice to prevent the spread of nuisance and hazardous dust (especially asbestos, lead, and/or PCB contaminated dust).

Burning or the use of explosives will not be permitted.

Demolition shall be performed in a controlled manner which does not generate debris that leaves the footprint of the structure during the work. Use of equipment or demolition techniques that create additional hazards to the surrounding vicinity, structures, or the public shall not be permitted.

Prior to demolition of the concrete structure, all deteriorating and flaking paint on the outside of the structure shall be abated to the extent necessary to ensure paint and building materials are not spread to the surrounding areas outside of the building footprint during demolition.

After the demolition work is completed, clean the site and remove all debris, including debris spread to the surrounding areas and buildings resulting from demolition activities.

The street sidewalk and curbs are to be protected during demolition activities. All damaged or removed sidewalks, curbs, and utilities shall be replaced to original condition at no cost to the City.

**801-3.03 DISPOSITION OF MATERIALS – General.** Do not store salvaged materials on site. Remove and dispose of all materials and debris resulting from demolition operations. Demolition debris transported off-site shall be covered and fully contained in lined vehicles that are leak-proof and dust-proof to the degree necessary to prevent discharge or spillage during transport.

All removed items and materials shall be manifested and disposed of in a legal manner, complying with all local, State and Federal laws and regulations. Provide transport manifests and disposal receipts indicating the final disposition of all demolition wastes including solid and hazardous materials.

**801-3.04 WORK AREAS – Demolition Area.** Establish, mark and control access to demolition, hazardous material, and lead control areas in accordance with the approved Demolition Work Plan and with the OSHA/ADOL Construction Standard for Asbestos (29 CFR 1926.1101).

Use engineering controls, such as negative pressure enclosure systems, as required by the OSHA/DOL Construction Standard for the applicable class of asbestos work. When required, establish the asbestos control areas using HEPA filtration units, continuous barriers, ventilations system isolation, decontamination areas, and water filtration units. For negative pressure enclosure systems, provide for separate fire exiting or construct decontamination areas with outward swinging doors to meet fire exiting requirements.

Designate boundaries for asbestos control areas with the use of pre-printed “Danger” tape or other continuous barriers, negative pressure enclosures, or barricades.

When required, establish a lead and/or PCB control area by completely enclosing the area or structure with containment screens where lead and/or PCB containing paint removal operations will be performed. Contain removal operations by the use of a negative pressure full containment system with at least one changing room and with HEPA filtered exhaust. Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the lead control areas; seal intake and exhaust vents on such systems in the lead and/or PCB control area with 6 mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead and/or PCB control area. Provide clean changing rooms and shower facilities within the physical boundary around the designated lead and/or PCB control area in accordance with requirements of 29 CFR 1926.62.

Provide warning signs at approaches to lead and/or PCB control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

Maintain a daily log of all workers and authorized visitors who have entered any control areas. This log shall contain the name of each individual, his or her organization, accurate time of entering and leaving, and purpose of visit.

The Engineer shall be promptly notified of any failure of negative pressure equipment, which could cause contamination of adjacent areas. If airborne concentrations of hazardous materials outside the control area reach or exceed OSHA Permissible Exposure Levels, stop work, evacuate personnel in adjacent areas, notify the Engineer, and determine the cause of the increase. Implement corrective actions as approved by the Engineer. Clean the contaminated area. When visual inspection and testing affirms that the area has been decontaminated, and the Certified Industrial Hygienist has certified that the area has been cleaned of contamination, resume work upon approval of the Engineer.

**801-3.05 Asbestos.** Abate all friable asbestos containing materials prior to any demolition activities in accordance with applicable regulation. Contractor is responsible for performing a walkthrough of the structure to determine individual areas where friable materials exist, and which non-friable materials have become friable from material degradation or damage and require abatement prior to demolition.

Work practices must be sufficient to prevent the release of fibers or dust into employee breathing zones and ambient air, including to the public walkways surrounding the structure. Mechanical demolition and

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use of a hydraulic excavator with adequate dust control is considered necessary to complete this work if abatement of all asbestos containing materials is not performed prior to demolition. Abatement of asbestos shall not be undertaken unless it is completed by certified abatement personnel under an approved Asbestos Work Plan.

**801-3.06 LEAD.** Known lead-containing paint identified by previous assessments is shown Appendix C. Lead-containing dust, debris, or hazardous waste intentionally or unintentionally generated by the Contractor as a result of work practices shall be handled, stored, and disposed of in accordance with all applicable regulatory requirements and an approved Lead Work Plan.

Demolition means and methods that demonstrate adequate dust control must be detailed in the Lead Work Plan when required.

**801-3.07 OTHER HAZARDS.** Throughout the performance of the demolition work, monitor for other hazardous materials or substances in accordance with 29 CFR 1910 Subpart H and 8 AAC 61 Subchapter 10.0101. Determine and ensure that applicable Permissible Exposure Limits specified in 8 AAC 61 Subchapter 4 are not exceeded.

If necessary, the Competent Person shall identify and retain services for exposure monitoring for other hazardous materials or substances, such as those identified in the Contractor's Hazard Analysis or encountered during the performance of the project, in accordance with 29 CFR 1910 Subpart H and 8 AAC 61 Subchapter 10.0101 to determine that the applicable Permissible Exposure Limits specified in 8 AAC 61 Subchapter 4 are not exceeded.

**Polychlorinated Biphenyls (PCB):** PCB containing paints shall not be abated from the structure prior to demolition unless explicitly required by project documents. PCB containing caulking may be removed from windows if the Contractor determines that the windows will become a safety hazard during demolition if left in place. PCB paint concentrations vary between non-detect to greater than 500 mg/kg throughout the structure with no discernable delineation of where concentrations exceed EPA limits for each color. All PCB paint shall be managed and disposed of as containing >500 mg/kg PCBs unless the Contractor's PCB sampling plan has an approved Lead & PCB Work Plan that is able to determine limits of paint for which segregation of waste by varying concentrations is possible during the demolition.

Manage and dispose of PCB contaminated waste in accordance with 40 CFR 761.

**Other Items Requiring Special Handling and Disposal:** The structures contain other items that require special handling and disposal, including refrigeration units (ozone depleting substances). An inventory of these is included in Appendix C. Those identified in Appendix C and any additional units identified during demolition shall be handled and disposed of in accordance with the regulations applicable to that particular item.

**Biological Hazards:** Fungal amplification is present throughout the entirety of the structure. Bird carcasses and droppings are present throughout the Polaris and will be encountered during the course of work. These potential biological hazards shall be addressed in the SSHP.

**801-3.08. REPORTING.** Provide the following reports:

Reporting of demolition activities shall be submitted separately from UST-related reports required in Section 802.

**Periodic Submittals:** The reports below shall be prepared by the Competent Person and submitted to the Contractor. The Contractor shall then submit the reports unaltered and unedited to the Engineer.

- 1) **Project Daily Logs:** Submit daily to the Engineer all project daily monitoring logs and field reports for the previous day's monitoring, site observations, corrective actions, and related activities.
  - a. The type and general location of the day's field activities (e.g., demolition progress); and
  - b. Any unexpected observations and the associated resolutions;
  - c. Communications with the Engineer or other Federal, State, and local agencies, including instructions received, notifications provided, and other relevant communications.
- 2) **Non-Compliance report:** In the event that inspections or sample test results reveal Contractor non-compliance with Federal, State, or local regulations, or with this section, the EQAC shall prepare a non-compliance report that logs and describes the deficiencies in detail. The non-compliance report shall also log and describe implemented corrective actions and the results of those corrective actions. Logs of deficiencies and corrective actions shall be supported by and cross-referenced to daily reports. The non-conformance report shall include all applicable documentation and supporting information.

**Draft Demolition Report:** Submit a Draft Demolition Report within 30 calendar days after the completion of demolition activities. Any activities not completed, such as final disposal, shall have a timeline for completion and provisions for providing documentation of completion of these activities. Provide three hard copies and one electronic copy of the Draft Demolition Report to the Engineer. The Draft Demolition Report shall contain the following at a minimum:

- 1) Description of the project; and
- 2) A statement of Contractor's project compliance; and
- 3) Summary of non-compliance occurrences; and
- 4) Record of Quality Control inspections and monitoring activities; and
- 5) Summary of daily field notes and observations, work tasks undertaken and completed; and
- 6) Building material sampling methods and locations, analytical results, and disposal methods, if any; and
- 7) Project Notifications, original and amended; and
- 8) Waste Shipment records; and
- 9) Disposal site receipts; and
- 10) The Draft Demolition Report shall include copies or originals of the following documents:
  - a. Daily field notes; and
  - b. Final laboratory reports of building material; and
  - c. Certification of final treatment/disposal signed by the responsible disposal facility official.

**Final Demolition Report:** The City of Fairbanks will provide comments on the draft report to the Contractor within 30 calendar days after the Draft Demolition Report was submitted. The Contractor shall address all comments from the City of Fairbanks into a Final Demolition Report that also includes or

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provides updates on all disposal receipts or other items that were not included in the Draft Demolition Report. Submit the Final Demolition Report within 14 calendar days of receipt of comments on the Draft Demolition Report.

**801-4.01 METHOD OF MEASUREMENT.** No material shall be measured or weighed for payment.

**801-5.01 BASIS OF PAYMENT.** At the contract lump sum price for the work described below.

**801.0001.0 Abatement and Demolition Requirements** – All work including, but not limited to, material, labor, personnel, installation, supervision, preparatory, reporting, demolition work plans, submittals, logs, equipment, control areas, appurtenances and duties as described in the above/below 801 subsections are subsidiary to this pay item.

**801.0010.0 Friable Asbestos Abatement and Demolition** – All work necessary to safely and legally abate and dispose of friable asbestos as described in these documents and shown on the plans are subsidiary to this pay item. This work includes all inspections and destructive testing required to determine if additional friable asbestos is present within the structure not previously known and identified in the TOWER. Worker protection is the responsibility of the contractor to ensure applicable regulatory requirements are met. Contractor is responsible for ensuring competent, certified, and licensed personnel complete the work required as outlined in these documents including loading and transportation of asbestos waste to an appropriate landfill permitted to accept the waste and is packaged inside of lined/sealed containers meeting applicable regulations pertaining to disposal of the waste. Clearance and visual inspections shall be performed following asbestos abatement, where required, prior to entry of the structure of non-certified personnel before demolition.

**801.0011.0 Non-Friable Asbestos Abatement and Demolition** – All work necessary to safely and legally abate and dispose of non-friable asbestos as described in these documents and shown on the plans are subsidiary to this pay item. Worker protection is the responsibility of the contractor to ensure applicable regulatory requirements are met. Contractor is responsible for ensuring competent, certified, and licensed personnel complete the work required. Package the waste according to regulatory requirements and dispose of the materials at an appropriate landfill permitted to accept the waste. This work also includes clearance sampling to the extent necessary to permit remaining materials to be considered asbestos-free for the purposes of handling and disposal during demolition of non-hazardous building materials.

**801.0013.0 Polychlorinated Biphenyls (PCB) / Lead-Based Paint Abatement and Demolition** – All work necessary to safely and legally dispose of all material containing PCBs, including painted materials, including lead-based paints, as described in these documents and shown on the plans are subsidiary to this pay item. Building materials known (See Figures 1-12 in Appendix C) to contain PCBs shall be removed and disposed of in their entirety. The PCB Abatement and Demolition item shown in the Bid Schedule is for the PCB containing material removed as a component and flaking exterior paint abatement, meaning that the PCB paint and the material/substrate it is on are removed and disposed of together.

Component removal of PCB containing materials shall be documented through visual inspection.

Alternatively, the Contractor can submit for approval a method to remove PCBs from the material it is on and dispose of the PCBs separately. Payment for this removed PCBs will be subsidiary to pay item 801.0013.0. Payment for the disposal of non-hazardous material resulting from this will be subsidiary to pay item 801.0015.0.

Laboratory results from the testing of any suspect PCB containing material (including painted building materials) or any material from which PCB paint has been removed is necessary to document that the material does not contain PCBs or contains a concentration less than the required assumption of 500 mg/kg. All testing must be completed under an approved sampling and analysis plan for results to be reviewed. Payment will be subsidiary to pay item 801.0013.0.

Contractor is responsible for protecting workers from PCB contamination during all stages of construction/demolition. Contractor shall segregate all waste with detectable PCBs for transport and disposal at a permitted landfill outside of the State of Alaska.

**801.0015.0 Non-Hazardous Materials Demolition** - All work necessary to remove and dispose of all materials that do not contain asbestos, PCBs, lead, liquid glycol, or other hazardous materials as described in these documents and shown on the plans are subsidiary to this pay item. Work also includes demolish and displace approximately 90' x 55' of the concrete basement slab as shown on the plans are subsidiary to this pay item. Work also includes demolish and removal of steel frame propane cage and below grade propane tank as shown on the plans are subsidiary to this pay item. The non-hazardous materials waste stream shall be disposed of at the FNSB Landfill for all Tipping Fees to be waived by FNSB. Contractor is responsible for demolition of the structure, segregation of waste streams if applicable, loading, and transportation of waste.

Laboratory results from the testing of any suspect PCB containing material (including painted building materials) is required to document that a material does not contain PCBs.

**801.0016.0 Refrigeration Units** - All work necessary to remove and legally dispose of refrigeration units containing refrigerant from the structure prior to demolition as described in these documents and shown on the plans are subsidiary to this pay item. Contractor shall utilize licensed professionals to capture, transport, and legally dispose of the refrigerant from the units prior to disposal of the units.

**801.0017.0 Glycol Heating System** - All work necessary to safely drain, collect, and legally dispose of heat distribution fluid from the heating system, including but not limited to reservoirs, expansion tanks, piping, and radiators as described in these documents and shown on the plans are subsidiary to this pay item. Contractor is responsible for ensuring that glycol does not enter the ground under or surrounding the site. All heat distribution fluid in the building shall be removed prior to the demolition of the structure.

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<b>Item No.</b>	<b>Item Description</b>	<b>Pay Unit</b>
801.0001.0	Abatement and Demolition Requirements	Lump Sum
801.0010.0	Friable Asbestos Abatement and Demolition	Lump Sum
801.0011.0	Non-Friable Asbestos Abatement and Demolition	Lump Sum
801.0013.0	Polychlorinated Biphenyls (PCB) / Lead Based Paint Abatement and Demolition	Lump Sum
801.0015.0	Non-Hazardous Materials Abatement and Demolition	Lump Sum
801.0016.0	Refrigeration Units	Lump Sum
801.0017.0	Glycol Heating System	Lump Sum

**APPENDIX A – EXHIBITS A AND B**

## **APPENDIX B – DEMOLITION PLAN AND BUILDING ELEVATIONS**

**APPENDIX C – HAZARDOUS MATERIALS FIGURES AND DATA**

## **APPENDIX D – HEALTH AND SAFETY PLAN**

**APPENDIX E – EASEMENTS (PENDING)**

**APPENDIX F – SUPPLEMENTAL GENERAL CONDITIONS**

**APPENDIX G – ESTIMATED LUMP SUM QUANTITIES**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>
203.0006.0	Borrow, Select Material Type A	Ton	7,000
801.0010.0	Friable Asbestos Abatement and Demolition	Ton	35
801.0011.0	Non-Friable Asbestos Abatement and Demolition	Ton	80
801.0013.0	Polychlorinated Biphenyls (PCB) / Lead Based Paint Abatement and Demolition	Ton	5,300
801.0015.0	Non-Hazardous Materials Abatement and Demolition	Ton	200
801.0016.0	Refrigeration Units	Each	26
801.0017.0	Glycol Heating System	Each	1