

**ADDITIONS TO HIGHWAY DIVISION 100 GENERAL PROVISIONS FOR BUILDING CONSTRUCTION  
(Does not include Building Technical Specifications, supplied by others)**

**101-1.01 GENERAL.**

*Delete the third paragraph and replace with:* These Specifications incorporate by reference a number of publications including regulations, design and construction standards, or recommendations published by outside sources. Cited publications refer to the most recent issue, including interim publications, in effect on the date of the Invitation to Bid, unless specified by year or date.

**101-1.03 DEFINITIONS.**

*Add the following new definitions:*

**BUILDING BOUNDARY LINE.** A line located five feet horizontal distance outside the exterior edge of the foundation of any building included in the work. Work within the building boundary line and above the footing elevation, shall be constructed and inspected using the building technical specifications, and paid for according to a schedule of values for that building.

**BUILDING TECHNICAL SPECIFICATIONS.** The portions of the contract that relate to the construction of any building as part of the work, including, but not limited to, the architectural, structural, mechanical, and electrical features of such work, and earthwork, located within the building boundary line and above the footing elevation.

**DEFECTIVE.** Work that is unsatisfactory, faulty, deficient, or does not conform with regulatory requirements or the Contract documents.

**REGULATORY REQUIREMENTS.** Laws, rules, regulations, ordinances, codes, or orders, including requirements of permits, issued by a governmental entity with lawful authority over a matter.

**SCHEDULE OF VALUES.** A document submitted by the Contractor to the Engineer for approval. The approved document establishes the values for separate work items that comprise the total Contract Price for a building included in the work.

*Delete the text of the following existing definitions and replace with:*

**PLANS.** The Department's contract drawings, profiles, typical cross sections, and supplemental drawings or reproductions showing the location, character, dimensions, and details of the work. There may be separate drawings for work inside and outside of the building boundary line.

**SPECIFICATIONS.** General term applied to all Contract terms, conditions, directions, provisions, and requirements, which include, but are not limited to, written technical descriptions of materials, equipment, construction systems, standards and workmanship, and administrative and procedural details related to the work.

**STANDARD SPECIFICATIONS.** A book or electronic file of specifications approved by the Department for general application and repetitive use. Standard specifications may include General Contract Provisions, and separate specifications for work inside and outside the building boundary line.

**SUBSTANTIAL COMPLETION.** The point at which the project (1) can be safely and effectively used by the public without further delays, disruption, or other impediments; (2) pavement structure, shoulder, drainage, sidewalk, permanent signing and markings, guardrail and other traffic barrier, fencing, safety

appurtenance, structures, utilities, lighting, AND ALL bridge deck and parapet work are complete; and (3) the Engineer has issued a letter of substantial completion.

For projects built in phases, the work is substantially complete when it is ready for the subsequent project.

Notwithstanding the forgoing paragraphs, for a building included in the work substantial completion is the point at which the building (1) can be safely and effectively used by the public or occupied for the purpose that it was intended, without further delays, disruption, or other impediments; (2) all agencies that issue approvals before occupancy have approved the building for occupancy; and (3) the Engineer has issued a letter of substantial completion.

The terms “substantially complete” and “substantially completed” as applied to the work mean substantial completion.

### **103-1.06 INSURANCE REQUIREMENTS.**

Add the following insurance coverage to the third paragraph:

5. Builder’s Risk Insurance: coverage on an “All Risk” completed value basis for any building that is part of the work, including “quake and flood”, and all materials, supplies, and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the project site, in transit from port of arrival to project site and while temporarily located away from the project site.

### **104-1.01 INTENT OF THE CONTRACT.**

Delete text and replace with: The intent of the Contract is to provide for the construction and completion of every detail of the described work. The Contractor shall furnish all labor, material, supervision, equipment, tools, transportation, supplies, and other resources required to complete the work in the time specified and according to the Contract. The Contractor is responsible for the means, methods, techniques, sequence or procedures of construction, safety, quality control, and to perform or furnish the work in accordance with the Contract documents.

### **105-1.04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.**

Delete the entire text of Subsection 105-1.04 and replace with the following:

These Standard Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract. They are intended to complement each other and describe and provide for a complete project. A requirement occurring in one is as binding as if occurring in all.

This contract may include two different sets of specifications and plans. One set of specifications and plans applies to work outside the building boundary line. The second set of specifications and plans applies to work within the building boundary line. The building boundary line is defined in Subsection 101-1.03.

For work within the building boundary line and above the footing elevation the contractor shall perform the work according to the building technical specifications, and payment for the work will be included in the building schedule of values. For work outside the building boundary line or below the footing elevation, the contractor shall perform the work according to the contract unit prices for the work involved.

For work outside of the building boundary line, in case of a conflict calculated dimensions govern over scaled dimensions, and large scale details govern over small scale details. In the event that any of the following listed contract documents conflict with another listed contract document, the order of precedence is (with 1. having precedence over 2., and 2. having precedence over 3., etc.):

1. Contents of Addenda
2. Special Provisions
3. Plans

4. Standard Modifications
5. Standard Specifications
6. Standard Drawings

For work within the building boundary line, in case of a conflict calculated dimensions govern over scaled dimensions, and large scale details govern over small scale details. In the event that any of the following listed contract documents conflict with another listed contract document, the order of precedence is (with 1. having precedence over 2., and 2. having precedence over 3., etc.):

1. Contents of the Addenda
2. Special Provisions or Supplementary Conditions
3. General Provisions (Division 100)
4. Schedules or lists of items required for the completion of the project, such as equipment, finishes, doors, or materials, in specifications or plans
5. Building Technical Specifications
6. Plans (Drawings) (with a. having precedence over b., b. having precedence over c. etc.)
  - a. Architectural drawings
  - b. Structural drawings
  - c. Mechanical drawings
  - d. Electrical drawings
  - e. Other drawings

The Contractor shall not take advantage of any apparent error or omission in the Contract documents. The Contractor may not base a claim for additional compensation or Contract time on a patent error, omission, or conflict in the Contract documents. The Contractor shall notify the Engineer immediately of any apparent errors or omissions in the Contract documents. The Engineer will make any corrections or interpretations necessary to fulfill the intent of the Contract.

*Insert the following new Subsection 105-1.18:*

**105-1.18 ONE YEAR WARRANTY.** If the department finds that an item of work in a building is defective within one year of the date of the Engineer's letter of substantial completion of the building, or any longer period of time as may be prescribed by regulatory requirements, or any longer period required by the Contract Documents, the Department will provide written notice to the Contractor of the defect. The Contractor shall promptly, without cost to the Department and according to the Department's written instructions, correct the defective work.

If the Contractor does not promptly comply with the terms of the instructions, or in an emergency where delay would cause serious risk of damage to property or persons, the Department may remove, repair, or replace the defective work. The Contractor shall reimburse the Department's direct, indirect, and consequential costs of such removal, repair, or replacement. If the Contractor disagrees that it is liable for the removal, repair, or replacement of the defective work, refuses to reimburse the State for the removal, repair or replacement of the defective work, or does not pay the full amount of the costs of removal, repair, or replacement of the defective work, the Department shall file a claim against the contractor under AS 36.30.620 with the subsequent adjudication of the claim under AS 36.30.620 through AS 36.30.631 and AS 36.30.670 through AS 36.30.687.

In special circumstances, where a particular item of equipment is placed in continuous service, and the Engineer has issued a letter of partial acceptance before substantial completion, the warranty period of that item begins on the date of the letter of partial acceptance of that item.

Provisions of this Subsection are not intended to shorten the statute of limitations for bringing an action.

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.**

After the numbered list in the sixth paragraph, add the following as the seventh paragraph: When the Contractor makes an equivalent materials request related to any building material or building equipment included in the Work, the Contractor shall certify in the request that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited for the same use as the specified material. The Contractor's request shall state:

1. Whether the evaluation, approval or use of the proposed substitute will delay substantial completion of the Work;
2. Whether acceptance of the substitute will require changes in any of the Contract Documents, including the project schedule;
3. Whether incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty;
4. All instances where the proposed substitute will be incorporated into the Work;
5. The identity of the available maintenance, repair, and replacement service; and
6. An itemized estimate of all costs that will result directly and indirectly from acceptance of such substitution, including costs of installation and maintenance, repair, and replacement costs during the life cycle of the building.

Add the following new Subsection 106-1.10:

**106-1.10 OPERATION AND MAINTENANCE MANUALS.** The Contractor shall provide operation and maintenance manuals for equipment and systems incorporated in the work. The Contractor shall submit one set of all manuals 60 days prior to substantial completion for review by the Department. The Contractor shall make corrections noted by the Department, and submit 5 complete sets of manuals 14 days prior to substantial completion.

The Contractor shall submit the manuals in neatly bound hard cover loose-leaf three ring binders. Include project name, Contractor's/Subcontractor's name, address and telephone number on each cover. Prepare data in the form of an instruction manual with a table of contents and a tabbed fly leaf for each section.

The Contractor shall provide a separate section for each product or system installed which includes the following:

1. Description of each unit or system and the component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests. Systems shall include:
  - a. Heating System;
  - b. Air Handling System;
  - c. Water Supply System;
  - d. Waste Water System;
  - e. Electrical System;
  - f. Lighting System;
  - g. Fire Alarm and Sprinkler System;
  - h. Fuel Oil Storage and Supply System;
  - i. Telephone System;
  - j. Data Cable System;
  - k. Security System; and
  - l. Outer wall, window and roofing system with finish material.

2. Product data with each sheet marked to clearly identify the specific products, component parts, and data applicable to installation. Delete inapplicable information.
3. Include drawings to supplement product data and illustrate relations of component parts of equipment and systems. Show control and flow diagrams. Show main panels, shutoffs, and control panel locations in the building. Provide copies of all approved working drawings.
4. Include operating procedures of equipment for start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include any special operating instructions. Include reprogramming instructions for all programmable equipment.
5. Maintenance requirements and repair data. Include routine procedures. Provide a guide for troubleshooting, disassembly, repair, and reassembly. Provide alignment, adjusting, and checking instructions.
6. Supplies and replacement parts. For each item of equipment and each system list names, addresses, and telephone numbers of subcontractors and suppliers. Provide local source of supplies and replacement parts with complete nomenclature and commercial number of replacement parts. Provide a copy of manufacturer's recommended spare parts list for applicable equipment.
7. Warranties. Include copies of warranties.
8. Tests. Include logs of all tests performed.

#### **107-1.01 LAWS TO BE OBSERVED.**

Add the following as the second paragraph: For any building included in the work, the contractor shall comply with AS 35.10.025, which requires construction in accordance with applicable local building codes.

#### **107-1.02 PERMITS, LICENSES, AND TAXES.**

Add the following at the end of the first paragraph: The Contractor shall obtain required building and fire safety permits, and pay required permit fees, except when the Department has already obtained the permits and attached them to the Contract.

#### **107-1.03 PATENTED DEVICES, MATERIALS AND PROCESSES.**

Add the following as the third paragraph: The Contractor has no right to use for its own purposes, any of the Contract Documents prepared by or for the Department. The Contractor shall not use any of the Contract Documents on extensions of the Project, or on work unauthorized by the Department, without written consent of the Department. The Department's consent is conditioned upon the Contractor:

1. Agreeing to indemnify, defend, and hold the state harmless for any claims arising from the reuse of the contract documents;
2. Presenting the written consent of the designer; and
3. Presenting a certification from the designer, evidenced by application of new designer's seal, that the design is suitable for the proposed use.

**107-1.15 CONTRACTOR'S RESPONSIBILITY FOR WORK.**

Add the following as the second paragraph: The Contractor shall not load or permit the loading with materials, equipment or workers of a floor, roof, or wall of a building included in the work in a manner that will endanger the structure, workers, or adjacent property. The contractor shall brace the building during construction to allow it to withstand reasonably foreseeable winds, snow and ice, and earthquakes.

**108-1.03 PROSECUTION AND PROGRESS.**

Add the following to the list in the first paragraph:

10. A Schedule of Values submitted on a state contract form for any building included in the Work. The Contractor may not begin construction of the building until the Engineer has approved the Schedule of Values. The contractor shall break down all the work for the building into measurable work items, in sufficient detail to serve as a basis for progress payments. Any stockpiled materials for which interim payment is proposed shall be included. The Schedule of Values must indicate a quantity and unit cost, including overhead and profit for each work item, the total cost for each work item, and the total cost of all work items. The contractor shall certify the cost of each item and the overhead and profit for each item. The total cost for all work items must equal the total Contract price for the building.

Add the following as the sixth paragraph: For any building included in the work, the Contractor shall maintain one record copy of all plans, drawings, specifications, addenda, directives, change orders, supplemental agreements and written interpretations and clarifications issued by the Engineer, annotated to accurately record variations in the work from requirements shown or indicated in the contract documents. These record documents together with all approved samples and a copy of all approved working drawings will be available to the Engineer for reference and copying. Upon completion of the work, the contractor shall deliver the annotated record documents, samples, and working drawings to the Contracting Officer.

**109-1.01 GENERAL.**

Add the following as the fourth paragraph:

For work within the building boundary line and above the footing elevation, the work shall be measured and paid according to the schedule of values submitted under Subsection 108-1.03. For work outside the building boundary or below the footing elevation, the work shall be measured and paid according to the contract unit prices for the work involved.