

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY

Issuing Office Mailing Address: State Capitol, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

RFP NO. 635

"ALASKA STATE CAPITOL RESTORATION OF PORTICO COLUMNS"

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON THURSDAY, NOVEMBER 29, 2018. FAXED OR ORAL PROPOSALS WILL NOT BE ALLOWED. EMAILED PROPOSALS ARE ACCEPTABLE (SEE PAGE 7 FOR INSTRUCTIONS).

Offerors Are Not Required To Return This Page.

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures and is not subject to the procurement procedures of the Executive Branch. Copies of the Legislative Branch Procurement Procedures are available upon request.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE SUPPLY OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (RFP) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE SUPPLY OFFICER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

Tina Strong, Supply Officer

PH: 907-465-6705

FAX: 907-465-2918

TDD: 907-465-4980

Email: tina.strong@akleg.gov

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SECTION ONE

Notices to Offerors

- 1.01 **Right of Rejection:** A proposal may be rejected if the proposal contains a material alteration or erasure that is not initialed by the signer of the proposal.

The Supply Officer may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing of or otherwise prejudice other offers;
- d) do not change the meaning or scope of the RFP;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested;
or
- g) do not constitute a substantial reservation against a requirement or provision.

- 1.02 **Photocopies:** Photocopied proposals may be submitted as long as one copy has an original signature on the Cover Letter.
- 1.03 **Alaska Business License:** The Offeror must have a valid Alaska business license when the proposal is submitted. The Offeror must write the business license number in the Cover Letter or submit one of the following forms of evidence of an Alaska business license with this proposal: (a) a canceled check for the business license fee; (b) a copy of a business license application with a receipt date stamp from the state's business license office; (c) a receipt from the state's business license office for the license fee; (d) a copy of the Offeror's valid business license; or (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license. **For more information regarding an Alaska business license, please contact the Business Licensing Section in the Division of Corporation, Business, and Professional Licensing in the Department of Commerce, Community & Economic Development at (907) 465-2550.** If an Offeror fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the proposal.
- 1.04 **U.S. Funds:** Prices quoted shall be in U.S. funds.
- 1.05 **Taxes:** All proposals shall be submitted exclusive of Federal, State and local taxes.
- 1.06 **Contacts / RFP Questions / Contact Person:** OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE PROPOSAL EVALUATION COMMITTEE (PEC) OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this RFP must be directed to the Supply Officer of the Agency.

There are generally two types of questions. The first type is a question which can be answered by directing the Offeror to the specific section of the RFP where the information is found. Response to these questions may be given over the telephone but are limited to directing the Offeror to a portion of the RFP which can then be read by the Offeror.

The second type is a question that would require the Supply Officer to clarify or interpret part of the RFP or its intent. Response to the second type of question will not be given

except in writing via amendment to the RFP. Offerors must put these questions in writing. These questions must be received by the Supply Officer at least ten (10) days prior to the proposal closing.

The Supply Officer is Tina Strong, Legislative Affairs Agency, State Capitol, Room 3, Juneau, Alaska. PH: 907-465-6705, FAX: 907-465-2918, TDD: 907-465-4980, Email: tina.strong@akleg.gov.

- 1.07 **Review of RFP:** Offerors shall carefully review this RFP, without delay, for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material must be made in writing and received by the Supply Officer at least ten (10) days before proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made.
- 1.08 **Designs, Devices, Materials, and Processes covered by patents, trademarks, or copyrights:** If the Successful Offeror employs any design, device, material, or process covered by a patent, trademark or copyright, the Successful Offeror shall provide for the use by suitable legal agreement with the owner. The Successful Offeror and the Surety shall indemnify and save harmless the Agency, any affected third party, and any affected political subdivision from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement at any time during the prosecution or after the completion of the Work.
- 1.09 **Compliance of Specifications and Drawings:** If the Successful Offeror observes that the Specifications and Drawings supplied by the Agency are at variance with any Regulatory Requirements, Successful Offeror shall give the Project Director named in paragraph 3.04 (Project Director) of the Scope of Work and Products of this RFP, prompt written notice of the variance, and any necessary changes will be authorized by one of the methods indicated in paragraph 4.06.b. (Authorization of Changes within the General Scope) of the General Conditions and Requirements of this RFP, as supplemented by paragraph 3.06 (Change Order) of the Scope of Work and Products of this RFP, as determined appropriate by the Project Director. If the Successful Offeror performs any Work knowing or having reason to know that it is contrary to the Regulatory Requirements, and without giving the notice to the Project Director, the Successful Offeror shall bear all costs arising from the situation; however, it is not the Successful Offeror's primary responsibility to make certain that the Specifications and Drawings supplied by the Agency are in accordance with the Regulatory Requirements.
- 1.10 **Professional Registration and Certification:** All contractors, craft trades, architects, engineers, land surveyors, electrical administrators, mechanical administrators, and explosive handlers employed as subcontractors or employees under the contract shall specifically comply with applicable provisions of AS 08.18, 08.40, 08.48, and 08.52. The Successful Offeror shall provide copies of individual licenses within seven days following a request from the Supply Officer.
- 1.11 **Local Building Codes:** The Successful Offeror shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including, but not limited to, the obtaining of required permits.

- 1.12 **Air Quality Control:** The Successful Offeror shall comply with all applicable provisions of AS 46.14 that pertain to Air Pollution Control.
- 1.13 **Covenant Against Contingent Fees:** The Successful Offeror warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Successful Offeror for the purpose of securing business. For breach or violation of this warranty, the Agency shall have the right to cancel this contract without liability or, in its discretion, to deduct price of consideration from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 1.14 **Notice of Intent to Award:** Upon selection of an apparent Successful Offeror, the Supply Officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names and addresses of all Offerors and identify the proposal selected for award.
- 1.15 **Protest:** If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by secs. 230 and 240 of the Procurement Procedures of the Alaska State Legislature.
- 1.16 **Proposal Delivery and Acceptance:** An Offeror must deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP or may email their proposal to coleen.chartier@akleg.gov, no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. If mailed or hand delivered, the package must be marked on the outside to identify the RFP and the Offeror. If emailed, the email must contain the RFP number in the subject line of the email.

Emailed proposals must be submitted as an attachment in PDF format. The technical proposal and the cost proposal must be separate attachments and clearly labeled, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the Offeror).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Offeror’s responsibility to contact the issuing office at (907) 465-3763 to confirm that the emailed proposal has been received. Failure to follow the above instructions may result in the proposal being found non-responsive and rejected.

It is the responsibility of the Offeror to ensure that its proposal and any Agency issued RFP amendments (signed by the Offeror) are in the issuing office of the Agency prior to the scheduled proposal closing time. Proposals will be rejected if the proposals and signed amendments are not received prior to the closing date and time.

- 1.17 **Americans with Disabilities Act:** The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact Tina Strong, Supply Officer, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD no later than ten (10) days prior to the deadline for receipt of proposals.
- 1.18 **Preference for Alaska Offeror:** If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of 5 percent. To qualify for the preference, the Offeror must: (a) hold a current Alaska business license; (b) submit an offer for the contract under the name that appears on the person's current Alaska business license; (c) have maintained a place of business in the State staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of this offer; (d) be incorporated or qualified to do business under the laws of the State, be a sole proprietorship and the proprietor is a resident of the State, be a limited liability company organized under AS 10.50 and all members are residents of the State, or be a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and (e) if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.
- In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference.
- If the Offeror is a limited liability company (LLC) or partnership as identified in (d) of this subsection, the statement must also identify each member or partner and certify that all members or partners are residents of the State.
- If the Offeror is a joint venture which includes an LLC or partnership as identified in (e) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and certify that all of those members or partners are residents of the State.
- 1.19 **Fund Obligations:** Funds are available in an appropriation to pay for the Agency's monetary obligations under the contract through June 30, 2019. The availability of funds to pay for the Agency's monetary obligations under the contract after June 30, 2019, is contingent upon the appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this contract to terminate the contract, if, in the judgment of the Agency's Executive Director, sufficient funds are not appropriated, the contract will be terminated by the Agency without further liability of the Agency for the termination or amended. To terminate under this paragraph, the Agency shall provide written notice of the termination to the Successful Offeror.
- 1.20 **Costs for Preparation of Proposal:** This RFP does not obligate the Agency to award a contract or to pay any costs incurred in the preparation of the proposal when the Agency does not award a contract. This RFP may be canceled as provided in sec. 120 of the Procurement Procedures of the Alaska State Legislature. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the contract.
- 1.21 **Rejection:** A proposal may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Procurement Procedures of the Alaska State Legislature.

- 1.22 **Procurement Procedures:** This RFP is subject to the Procurement Procedures of the Alaska State Legislature.
- 1.23 **Additional Terms and Conditions:** The Agency reserves the right to include additional terms and conditions in the contract.
- 1.24 **Format of Contract:** The contract entered into as a result of this RFP will be in the contract format desired by the Agency and may include, by reference, the provisions of the RFP that apply to the contract.
- 1.25 **Contract Negotiations:** After issuing the NIA, the Agency may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Agency. If the Agency elects to initiate contract negotiations, these negotiations cannot involve changes in the Agency's requirements or the Offeror's proposal that would, by their nature, affect the basis of the source selection and the competition previously conducted.
- 1.26 **Failure to Negotiate:** The Agency may terminate negotiations under paragraph 1.25 (Contract Negotiations) of these Notices to Offerors and negotiate with the next highest ranked Offeror if:
- a) the selected Offeror fails to provide the necessary information required to begin negotiations in a timely manner;
 - b) the selected Offeror fails to negotiate in good faith;
 - c) the selected Offeror indicates it cannot perform the contract within the budgeted funds available for the project; or
 - d) the selected Offeror and the Agency, after a good faith effort, simply cannot come to terms.
- 1.27 **Firm Offer:** For the purpose of award, proposals made in accordance with this RFP shall be good and firm for a period of ninety (90) days from the date of closing for receipt of proposals in response to the RFP.
- 1.28 **Award of Contract:** AWARD OF THIS RFP IS SUBJECT TO STATE OF ALASKA LEGISLATIVE COUNCIL APPROVAL.
- 1.29 **Award Criteria:** All Offerors should note that final award of a contract based on this RFP is not solely based on the price. See Section Six (Evaluation Criteria) of this RFP.
- 1.30 **Submitting Offers:** Offerors must submit (a) one original hard copy and a USB flash drive containing a print-ready electronic PDF version of their technical proposal and one original hard copy of their cost proposal to the Issuing Office mailing or hand delivery address listed on Page 1 of this RFP; **OR** (b) one PDF version via email per the instructions in paragraph 1.16 (Proposal Delivery and Acceptance) of these Notices to Offerors.

SECTION TWO

RFP Introduction

2.01 PURPOSE OF RFP:

The Agency intends to solicit proposals from general construction contractors (hereafter “Contractor”) to perform the restoration of the portico columns for the Alaska State Capitol Building (Work). The RFP is intended to encompass all materials, labor, supplies, equipment and supervision necessary for the complete construction of the Work.

2.02 CONTRACT TERM:

The Successful Offeror shall begin the ordering of any materials required for the Work after the Contract has been signed. The Work can begin after the adjournment of the 31st Legislature which is anticipated to be the end of April 2019. The Successful Offeror must complete the Work by October 31, 2019. Time is of the essence, so the Work must proceed without delay until it is completed; however, if a Special Session occurs, the Agency may suspend the Work until the Special Session is over. If the Work is suspended due to a Special Session, the Work completion date of October 31, 2019, will be extended by the Agency. If material deliveries delay the Work, the Successful Offeror may request an extension of time in writing by submitting the time extension request on the Agency’s Change Order Form.

2.03 SCHEDULE OF EVENTS:

This schedule represents the Agency’s best estimate. If one component is delayed, the remainder of the schedule will likely be shifted an equivalent number of days.

RFP Issue Date	November 8, 2018
Deadline for Written Questions	November 19, 2018
Deadline for Receipt of Proposals – Proposals Opened	November 29, 2018
Notice of Intent to Award Contract Issued	December 20, 2018
Deadline for Receipt of Protest to the Contract Award	December 31, 2018
State Signs Contract and Contract Period Begin	January 5, 2019
Contract Period Ends (Acceptance by State of Alaska)	October 31, 2019

SECTION THREE

Scope of Work and Products

3.01 SCOPE OF WORK:

- a. The Work is to be done according to and as described in the Contract Documents, including, but not limited to, the accompanying written technical specifications and the accompanying construction drawings titled “Alaska State Capitol Restoration of Portico Columns”, which are incorporated into this Section Three (Scope of Work and Products).

3.02 CONTRACTOR’S RESPONSIBILITIES:

- a. The Agency directs the Contractor to the requirements of paragraph 4.04.b. (Superintendence by Contractor) of the General Conditions and Requirements of this RFP in which the Contractor is required to provide at the Work site at all times during its progress a competent resident project superintendent. In addition to the requirements of paragraph 4.04.b. (Superintendence by Contractor) of the General Conditions and Requirements of this RFP, the Contractor must provide the project superintendent’s name, local address, and telephone number on the Contractor’s Questionnaire.
- b. In addition to the requirements of paragraphs under 4.04 (Contractor’s Responsibilities) of the General Conditions and Requirements of this RFP, the Contractor shall take all precautions necessary to protect the building and all areas affected by the Work, which include, but are not limited to, corridors, elevators, stairs, exterior walkways, and parking lots.
- c. In addition to the requirements of paragraphs under 4.04 (Contractor’s Responsibilities) of the General Conditions and Requirements of this RFP, the Contractor shall maintain the building affected by the Work in a weather-tight condition throughout the construction period and take all precautions necessary to protect the building during the Work.
- d. In addition to the requirements of paragraphs under 4.04 (Contractor’s Responsibilities) of the General Conditions and Requirements of this RFP, the Contractor shall clean up any area affected by the Work.
- e. The Agency directs the Contractor to the requirements of paragraph 4.04.o. (Use of Premises) of the General Conditions and Requirements of this RFP, in which the Contractor shall assume full responsibility for any damage done to the Agency’s property resulting from the performance of the Work.
- f. The Work shall be performed in a professional, skilled manner and must comply with the best practices of the trade.

3.03 PROJECT SITE:

- a. Alaska State Capitol Building, 120 4th Street, Juneau, Alaska.

3.04 PROJECT DIRECTOR:

- a. The Project Director for this project is the State Capitol Building Manager. The Project Director's office is located in Juneau, Alaska at the State Capitol, 120 4th Street, Room 12, telephone number (907) 465-3708.

3.05 BUILDING PERMIT:

- a. It will be the responsibility of the Contractor to find out from the City and Borough of Juneau what permit(s) will be required for this Work. The Contractor shall advise the Project Director as to what permit(s) are required. If a permit(s) is required for this project, the Contractor is required to obtain and pay for the permit(s,) without reimbursement by the Agency, and to provide evidence to the Agency that the permit has been obtained.

3.06 CHANGE ORDER:

- a. In addition to the requirements in accordance with paragraphs under 4.06 (Changes) of the General Conditions and Requirements of this RFP, the Contractor must submit any change order requests to the Project Director on the Agency's Change Order Form. Change orders will be strictly reviewed and may require the Legislative Council Committee's approval. Change Order Forms may be obtained from the Project Director. A Change Order request is not considered granted until all required Agency-authorized signatures have been obtained by the Agency and a copy of the approved Change Order has been given to the Contractor.

3.07 PROJECT MEETINGS:

- a. Pre-Construction Conference: Prior to the commencement of Work at the site, a Pre-Construction Conference will be held at a mutually agreed upon time and place which shall be attended by the Project Director and the Successful Offeror, and the Successful Offeror's subcontractors as the Successful Offeror considers appropriate. Other attendees may be other Agency personnel. Unless previously submitted to the Project Director, the Successful Offeror shall bring to the Pre-Construction Conference four copies of each of the following: 1) plan of operation; 2) anticipated progress schedule; 3) procurement schedule of major equipment/materials or items requiring a long lead time; 4) shop drawing/sample/substitute or "Or Equal" submittal schedule; and 5) name, local address, and telephone number of Contractor's on-site Project Superintendent.
- b. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The Successful Offeror should be prepared to discuss all of the following items: 1) status of Successful Offeror's insurance and bonds; 2) Successful Offeror's initial progress schedule; 3) transmittal, review, and distribution of Successful Offeror's submittals; 4) processing applications for payment (The Successful Offeror may submit billings on a monthly basis; the Project Director must approve a billing before it may be paid.); 5) maintaining record documents; 6) critical Work sequencing; 7) field decisions and Change Orders; 8) use of the project site, office and storage areas,

security, housekeeping, and agency's needs; 9) major equipment deliveries and priorities; and 10) Successful Offeror's assignments for safety and first aid.

- c. Progress Meetings During Site Construction: During the project, it is the Successful Offeror's responsibility to schedule and hold Work progress meetings at a mutually agreed upon time and place which shall be attended by the Project Director and the Successful Offeror, and the Successful Offeror's subcontractors as the Successful Offeror considers appropriate. Other attendees may be other Agency personnel. The Successful Offeror may, at its discretion, request attendance by representatives of its suppliers, manufacturers, or other subcontractors.
- d. The purpose of the progress meetings will be to review the progress of the Work as compared to the Successful Offeror's current progress schedule, maintain coordination of effort, discuss changes in scheduling, and resolve other problems which may develop. During each meeting the Successful Offeror shall present any issues which may impact the scheduling or progress of the Work, with a view toward resolving these issues expeditiously.

3.08 LIQUIDATED DAMAGES:

- a. Liquidated Damages shall be applicable to the Work because damages resulting from lost production time by the Agency and its employees and invitees, as well as other damages for late completion of the overall Work, will be difficult to estimate. The Liquidated Damages are established in the schedule as listed below.
- b. If an extension of time has not been granted in writing by the Agency, for each calendar day that the Work remains incomplete after the expiration of the contract time, the sum per day given in the following schedule shall be deducted from any monies due the Contractor. If no money is due the Contractor, the Agency shall have the right to recover said sum from the Contractor, the Payment Bond surety, or both. Such amounts are liquidated damages and are not to be considered as penalties.

Daily Charge for Liquidated Damages For each Calendar Day of Delay

<u>Original Contract Amount</u>		<u>Daily Charge</u>
More Than	But Not More than	
\$0	\$100,000	\$300.00
\$100,000	\$500,000	\$550.00
\$500,000	\$1,000,000	\$750.00
\$1,000,000	\$2,000,000	\$1,000.00
\$2,000,000	\$5,000,000	\$1,500.00
\$5,000,000	\$10,000,000	\$2,500.00
\$10,000,000	-	\$3,000.00

3.09 SPECIAL REQUIREMENTS:

- a. During the project, limited parking may be available for the Successful Offeror as assigned by the Project Director.
- b. During the construction period, the Successful Offeror shall have full access to the State Capitol premises as necessary to perform the Work.
- c. The Agency will supply electricity and water for the Work, and the Successful Offeror may use the restrooms in the buildings during the performance of the Work.
- d. The Agency may be able to accommodate some storage of materials and equipment on-site; however, it will be the responsibility of the Successful Offeror to make its own arrangements for most of its storage needs.
- e. The Agency is not responsible for loss or damage to the Successful Offeror's vehicles, equipment, tools, materials, or other property. The Agency advises the Successful Offeror to take reasonable precautions to prevent losses.
- f. The Agency will be responsible for the actual moving of any of the Agency's property that might be required. The Agency will also be responsible for moving the furniture back into place after the Successful Offeror has removed the drop cloths and cleaned the area.

3.10 DEFINITIONS:

In this RFP:

- a. **Agency and Owner** each means the Legislative Affairs Agency.
- b. **Calendar Day** means a day shown on the calendar, beginning and ending at midnight.
- c. **Change Order** means a written order by the Agency making changes to the contract within the scope of the contract.
- d. **Contract** means the written agreement between the Agency and the Successful Offeror stating the obligations of the Agency and the Successful Offeror and covering the Work to be performed.
- e. **Contract Documents** means the Contract form; the clarifications, corrections, and changes issued graphically or in writing by the Agency after the advertisement but prior to the opening of proposals; the bidding requirements and Successful Offeror's proposal (including, but not limited to, all appropriate bid tender forms); the bonds; the conditions and requirements of the contract, including, but not limited to, the Notices to Offerors; the accompanying written technical specifications and the accompanying construction drawings titled "Restoration of Portico Columns" and all change orders and other documents approved by the Agency for inclusions, modifications, and supplements issued on or after the effective date of the contract.

- f. **Project** means performing the Alaska State Capitol Restoration of Portico Columns.
- g. **Regulatory Requirements** means laws, regulations, ordinances, codes and orders.
- h. **Specifications** means the written technical descriptions of materials, equipment, construction systems, standards, and workmanship that apply to the Work and the administrative and procedural details that apply to them.
- i. **Supplemental Agreement** means a written agreement between the Agency and the Successful Offeror covering work that is not within the general scope of the contract.
- j. **Work** is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents, culminating in the entire Project, or the various separately identifiable parts of the Project.

3.11 PROPOSAL EVALUATION:

- a. The proposals will be evaluated in accordance with the criteria set out in Section Six (Evaluation Criteria) of this RFP.

3.12 AWARD:

- a. Each proposal will be rated independently. Award shall be made to the person determined by the PEC to be the best qualified and whose proposal is scored the highest based on the items selected by the Agency. Award of this RFP is subject to the approval of the State of Alaska Legislative Council.

3.13 CONTRACT ASSIGNMENT/TRANSFER:

- a. Assignment or transfer of the contract entered into as a result of this Request for Proposals is subject to sec. 160 of the Procurement Procedures of the Alaska State Legislature.

3.14 BINDING ON SUCCESSORS:

- a. The contract issued as a result of this RFP and all the covenants, provisions and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Successful Offeror and the Agency.

3.15 TERMINATION OF CONTRACT:

- a. Upon delivery of written notice to the Successful Offeror, the contract may be terminated by the Project Director with or without cause. To terminate, the Project Director shall provide notice by e-mail or delivery of a hard copy to the Successful Offeror, whichever method is selected in the sole discretion of the Project Director.

If this contract is so terminated and the termination is not based on a breach by the Successful Offeror, the Agency shall compensate the Successful Offeror for services and/or products provided under the terms of the contract up to the date the termination notice is delivered, provided the Successful Offeror provides the Agency with a statement in writing containing a description of the services and/or products provided prior to contract termination and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by this RFP.

3.16 BREACH OF CONTRACT:

- a. In case of a breach of the contract, for whatever reason, by the Successful Offeror, the Agency may procure the services from other sources and hold the Successful Offeror responsible for damages resulting from the breach.

3.17 INDEMNITY:

- a. The Successful Offeror shall indemnify, save harmless, and defend the Agency, the Alaska Legislature, and the Legislative Affairs Agency, and the officers, agents, and employees of the Agency, Alaska Legislature, and Legislative Affairs Agency from liability for any claim, including, but not limited to, any damages, costs, and attorney fees arising from the claim, arising from Successful Offeror's negligence or intentional misconduct in the performance of Successful Offeror's obligations under this contract.

3.18 INSURANCE:

- a. Without limiting the Successful Offeror's indemnification responsibilities under paragraph 3.17 (Indemnity) of these Scope of Work and Products of this RFP, it is agreed that the Successful Offeror shall purchase at its own expense and maintain in force at all times during the contract the following insurance:
 - i. workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the contract and as required by any other applicable law; the Successful Offeror will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract; this coverage must include a waiver of subrogation against the State of Alaska;
 - ii. comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Offeror in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
 - iii. commercial automobile liability insurance covering all vehicles used by the Successful Offeror or any subcontractor who directly or indirectly provides services under this contract in the performance of the contract, with

minimum coverage limits of \$500,000 combined single limit per occurrence;

Certificates of Insurance must be furnished to the Supply Officer before a contract is entered into. Each of the required insurance policies must provide for the Agency to receive a 30-day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Agency through self-insurance or otherwise.

In addition to providing the above coverages, the Contractor shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Contractor shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all subcontractors under their contracts with the Contractor, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

3.19 APPLICABLE LAWS:

- a. The Successful Offeror must comply with all applicable federal and state labor, wage/hour, safety, and any other laws which have a bearing on the contract, and must have all licenses, registrations, permits, and certifications required by the Agency, State law, and applicable municipal law, for performance of the contract covered by this RFP.

3.20 CONTRACT AMENDMENTS:

- a. In addition to any other amendment the parties may be allowed to make under the contract, the terms of the contract entered into as a result of this RFP may be amended by mutual agreement of the parties.

3.21 VENUE AND APPLICABLE LAW:

- a. In the event that the parties to the resulting contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.

3.22 HUMAN TRAFFICKING:

- a. By the Offeror's signature on the Cost Proposal Form, the Offeror certifies that the Offeror is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

In addition, if the Offeror conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's

Trafficking in Persons Report, a certified copy of the Offeror's policy against human trafficking must be submitted to the Agency prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/rls/tiprpt>.

If an Offeror fails to comply with this paragraph 3.22 (Human Trafficking), the Agency may reject, without liability, the Offeror's proposal as non-responsive, cancel intent to award to the Offeror, or cancel the resulting contract to the Offeror.

3.23 RECORDS; AUDIT:

- a. These requirements are in addition to any other records required by this RFP. Unless the resulting contract will be only for products, the Successful Offeror shall accurately maintain detailed time records that state the date of the work, break down the time in quarters of an hour, describe in detail the work done during the quarter of an hour, and identify what individual did the work. For all types of contracts, the Successful Offeror shall also keep any other records that are required by the Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

3.24 OWNERSHIP AND REUSE OF DOCUMENTS:

- a. Unless an RFP only is soliciting for products, all documents, reports, material, and other items generated as a consequence of work done under this contract are the property of the Agency. To the extent the Successful Offeror has any interest in the copyright for these items under the copyright laws of the United States, the Successful Offeror transfers any and all interest the Successful Offeror has in the copyright for these items to the Agency, and the Agency will be the owner of the copyright for these items. Upon completion of the work or termination of the Contract, the items shall be delivered to the Project Director. The Successful Offeror acknowledges that all the items are Agency records and, as a result, are public records.

3.25 COVERAGE UNDER THE ETHICS LAW:

- a. Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Contractor to review AS 24.60 and determine whether Contractor is in compliance with AS 24.60.

3.26 PREVAILING WAGE:

- a. The proposed contract may be subject to the minimum wage and other requirements of AS 36.05. It is the responsibility of the Successful Offeror to check with Department of Labor and Workforce Development to determine if this contract will require the prevailing wage. The current minimum wages for various classes of laborers, mechanics, and field surveyors (as these terms are defined AS36.95.010) are listed in the attached Laborers' and Mechanics' Minimum Rates of Pay Pamphlet No. 600, and the rate of wages paid by the Contractor during the contract shall be adjusted to the wage rate under AS 36.05. The Successful

Offeror and any subcontractor shall pay all employees unconditionally and not less than once a week. Wages may not be less than those required by AS 36.05 regardless of the contractual relationship between the Successful Offeror or subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the Successful Offeror in a prominent and easily accessible place at the site of the Work. The Agency shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Successful Offeror or subcontractors the difference between (1) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the Work, and (2) the rates of wages in fact received by laborers, mechanics, or field surveyors. Before commencing work, the Successful Offeror is required to designate a primary contractor under AS 36.05.045, and the primary contractor is required to file a notice of work with the Department of Labor and Workforce Development, to pay certain filing fees, and to comply with certain other requirements involving the Department of Labor and Workforce Development after the Work is completed and before final payment can be made. Before final payment of the contract is made, it is the responsibility of the Successful Offeror to submit a Notice of Completion form signed off by the Department of Labor and Workforce Development, wage and hour section, to the Agency. The final payment of the contract may be affected by the Successful Offeror's compliance with the requirements. The Successful Offeror is encouraged to contact the wage and hour section of the Department of Labor and Workforce Development for more information.

With regard to overtime work hours and compensation, pursuant to 40 U.S.C. 3701 – 3703 or AS 23.10.060, the Successful Offeror may not require nor permit any laborer or mechanic in any work week in which the laborer or mechanic is employed on any Work under this contract to work in excess of eight hours in any calendar day or in excess of forty hours in such work week on work subject to 40 U.S.C. 3701 – 3703 or AS 23.10.060 unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is the greater number of overtime hours. In the event of any violation of this provision, the Successful Offeror shall be liable to any affected employee for any amounts due, liquidated damages, and penalties and to the Agency for liquidated damages. Such liquidated damages to the Agency shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by this paragraph.

If it is found that a laborer, mechanic, or field surveyor employed by the Successful Offeror has been or is being paid a rate of wages less than the rate of wages required by law, the Agency may, by written notice to the Successful Offeror, terminate the Successful Offeror's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Successful Offeror and the Successful Offeror's sureties are liable to the Agency for excess costs for completing the work.

3.27 PAYMENT UNDER CONTRACT:

- a. Payment under the contract resulting from this RFP, including payment of subcontractors by the Contractor, is subject to AS 36.90.200 – 36.90.290.

3.28 PRODUCT PREFERENCE:

- a. Legislative Procurement Procedure sec. 142 requires that in a contract involving the purchase of supplies, including a construction contract, only products manufactured, produced, or harvested in the state may be purchased if the supplies are competitively priced, available, and of like quality compared with products manufactured, produced, or harvested outside the state. AS 36.15.050 provides a seven percent preference for timber, lumber, and timber and lumber products from the state, and provides for payment withholding for noncompliance.

3.29 PERFORMANCE AND PAYMENT BONDS:

- a. If this contract exceeds \$100,000, the Successful Offeror must provide a performance bond and a payment bond that satisfy AS 36.25.010(a). If the Successful Offeror fails to furnish the required performance bond and payment bond within 14 calendar days of the issuance of the Agency's notice to proceed with the Work to the Successful Offeror, the Agency may determine the Successful Offeror to be a non-responsive Offeror and award the contract to the next ranked Offeror. The Performance Bond must be in an amount equal to 50% of the proposal price and the Payment Bond must be an amount equal to 50% of the proposal price. (Performance Bond Form and Payment Bond Form are attached for Successful Offeror's use).

SECTION FOUR

General Conditions and Requirements

4.01 AUTHORITIES AND LIMITATIONS:

- a. The Contractor shall perform the Work in accordance with any written order (including, but not limited to, instruction, direction, interpretation, or determination) issued by an authorized representative of the Agency in accordance with the authorized representative's authority to act for the Project Director. The Contractor assumes all the risk and consequences of performing the Work in accordance with any order (including, but not limited to, instruction, direction, interpretation, or determination) of anyone not authorized to issue such order, and of any order not in writing.

Should the Project Director or his authorized representative designate a Consultant to act as an authorized representative for the Agency as provided for in the previous paragraph, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the Contractor, any subcontractor, any supplier, or any other organization performing any of the Work or any Surety representing them.

The Project Director will decide all questions which may arise as to;

- i. Quality and acceptability of materials furnished;
 - ii. Quality and acceptability of Work performed;
 - iii. Compliance with the schedule of progress;
 - iv. Interpretation of contract documents;
 - v. Acceptable fulfillment of the contract on the part of the Contractor.
- b. Means & Methods: The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident to these items, and the duty to perform or furnish the Work in accordance with the contract documents are the sole responsibility of the Contractor.
- c. Visits to Site/Place of Business: The Project Director will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. The Project Director may, at reasonable times, inspect that part of the plant or place of business of the Contractor or subcontractor that is related to the performance of the contract. Such observations or the lack of such observations shall in no way relieve the Contractor from the duty to perform the Work in accordance with the contract documents.

4.02 PROPOSAL DOCUMENTS: INTENT, AMENDING, REUSE:

- a. Incomplete Proposal Documents: The submission of a proposal by the Offeror is considered a representation that the Offeror examined the proposal documents to make certain that all sheets and pages were provided, and that the Offeror is satisfied as to the conditions to be encountered in performing the Work. The Agency expressly denies any responsibility or liability for a proposal submitted on the basis of an incomplete set of proposal documents.
- b. Copies of Proposal Documents: The Agency shall furnish to the Contractor up to five copies of the proposal documents. Upon request, additional copies will be furnished to the Contractor at the cost of reproduction.
- c. Scope of Work: The contract documents will contain the entire contract between the Agency and the Contractor concerning the Work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the Regulatory Requirements of the place of the Project. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of the contract to create in the public or any member thereof a third-party benefit, or to authorize anyone not a party to the contract to maintain a suit pursuant to the terms or provisions of the contract.
- d. Intent of Contract Documents: It is the intent of the contract documents to describe a functionally complete Project. Any Work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied, without any adjustment in contract price or contract time, whether or not specifically called for.

Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the contract documents or, if not stated, the latest standard specification, manual, code or Regulatory Requirements in effect at the time of advertisement for the Project (or, on the effective date of the contract if there was no advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Agency and the Contractor, or any of their consultants, agents or employees from those set forth in the contract documents, nor shall it be effective to assign to the Agency or any of the Agency's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs under 4.01 (Authorities and Limitations) of these General Conditions and Requirements of this RFP.

- e. Discrepancy in Contract Documents: Before undertaking the Work, the Contractor shall carefully study and compare the contract documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the Contractor shall imply verification of figures, dimensions and field measurements. If, during the above study or during the

performance of the Work, the Contractor finds a conflict, error, discrepancy or omission in the contract documents, or a discrepancy between the contract documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the Contractor shall promptly report such discrepancy in writing to the Project Director. The Contractor shall obtain a written interpretation or clarification from the Project Director before proceeding with any Work affected thereby. Any adjustment made by the Contractor without this written interpretation or clarification from the Project Director shall be at the Contractor's own risk and expense. However, the Contractor shall not be liable to the Agency for failure to report any conflict, error, or discrepancy in the contract documents unless the Contractor should reasonably have known thereof.

- f. Discrepancy - Order of Precedence: When conflicts, errors, or discrepancies within the contract documents exist, the order of precedence from most governing to least governing will be as follows:
 - i. Amendments issued by the Agency for the RFP
 - ii. Notices to Offerors
 - iii. Scope of Work and Products
 - iv. General Conditions and Requirements
 - v. Written Technical Specifications
 - vi. General Notes on Drawings
 - vii. Drawings (recorded dimensions will govern over scaled dimensions, large scale details over small scale, schedules over plans, architectural drawings over structural drawings over mechanical and electrical drawings)
- g. Clarifications and Interpretations: The Project Director will issue with reasonable promptness such written clarifications or interpretations of the requirements of the contract documents as the Project Director may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents.
- h. Reuse of documents: Neither the Contractor nor any subcontractor, or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Agency shall have or acquire any title to or ownership rights in any of the contract documents (or copies of them) prepared by or for the Agency and they shall not reuse any of the contract documents on extensions of the Project or any other project without written consent of the Project Director. Contract documents prepared by the Contractor in connection with the Work shall become the property of the Agency.

4.03 LANDS AND PHYSICAL CONDITIONS:

- a. Availability of Site: The Agency shall furnish as indicated in the contract documents, the site upon which the Work is to be performed.
- b. Visit to Site: The submission of a proposal by the Contractor is considered a representation that the Contractor has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the contract documents.
- c. Explorations and Reports: If reference is made in the Supplementary Conditions to any reports of explorations and tests of subsurface conditions at the site that have been utilized by the Agency in preparation of the contract documents, then the Contractor may for the Contractor's purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.03.d (Utilities) and 4.06.n. (Differing Site Conditions) of these General Conditions and Requirements of this RFP, Contractor shall have full responsibility with respect to surface and subsurface conditions at the site.
- d. Utilities: The horizontal and vertical locations of known underground utilities as shown or indicated by the contract documents are approximate and are based on information and data furnished to the Agency by the owners of such underground utilities.

The Contractor shall have full responsibility for:

- i. Reviewing and checking all information and data concerning utilities;
- ii. Locating all underground utilities shown or indicated in the contract documents which are affected by the Work;
- iii. Coordination of the Work with the owners of all utilities during construction;
- iv. Safety and protection of all utilities as provided in paragraph 4.04.r. (Safety and Protection) of these General Conditions and Requirements of this RFP; and
- v. Repair of any damage to utilities resulting from the Work in accordance with this paragraph 4.03.d. (Utilities) and paragraph 4.03.e. (Damaged Utilities) of these General Conditions and Requirements of this RFP.

If Work is to be performed by any utility owner, the Contractor shall cooperate with such owners to facilitate the Work.

In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the Contractor shall promptly notify the utility owner and the Project Director. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

- e. Damaged Utilities: When utilities are damaged by the Contractor, the utility owner shall have the choice of repairing the utility or having the Contractor repair the utility. In the following circumstances, the Contractor shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the Agency, all materials, equipment and labor necessary to complete repair of the damage:
- i. When the utility is shown or indicated in the contract documents;
 - ii. When the utility has been located by the utility owner;
 - iii. When no locate was requested by the Contractor for utilities shown or indicated in the contract documents;
 - iv. When the utilities are visible; or
 - v. When the Contractor could have, otherwise, reasonably been expected to be aware of such utility.
- f. Utilities Not Shown or Indicated: If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or not indicated in the contract documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 4.04.t. (Emergencies) of these General Conditions and Requirements of this RFP), identify the owner of such underground utility and give written notice thereof to that owner and to the Project Director. The Project Director will promptly review the underground utility to determine the extent to which the contract documents and the Work should be modified to reflect the impacts of the discovered utility. The contract documents will be amended or supplemented in accordance with the paragraph 4.06.b. (Authorization of Changes within the General Scope) of these General Conditions and Requirements of this RFP, and to the extent necessary through the issuance of a change document by the Project Director. During such time, the Contractor shall be responsible for the safety and protection of such underground utility as provided in the paragraph 4.04.r. (Safety and Protection) of these General Conditions and Requirements of this RFP. The Contractor may be allowed an increase in the contract price or an extension of the contract time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the contract documents and which the Contractor could not reasonably have been expected to be aware of.
- g. Survey Control: The Agency will identify sufficient horizontal and vertical control data to enable the Contractor to survey and lay out the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 1.10 (Professional Registration and Certification) of the Notices to Offerors of this RFP. Copies of all survey notes will be provided the Agency on a weekly basis with variations between the contract documents and actual field conditions identified. Survey notes are to be in a format acceptable to the Agency.

4.04 CONTRACTOR'S RESPONSIBILITIES:

- a. Supervision of Work: The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. All Work under the contract shall be performed in a skillful manner. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- b. Superintendence by Contractor: The Contractor shall keep on the Work at all times during its progress a competent resident project superintendent. The Project Director shall be advised in writing of the project superintendent's name, local address, and telephone number. This written advice is to be kept current until final acceptance by the Agency. The project superintendent will be the Contractor's representative at the site and shall have full authority to act and sign documents on behalf of the Contractor. All communications given to the project superintendent shall be as binding as if given to the Contractor. The Contractor and project superintendent shall cooperate with the Project Director in every way possible.
- c. Character of Workers: The Contractor shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. The Contractor shall at all times maintain good discipline and order at the site. The Project Director may, in writing, require the Contractor to remove from the Work any employee the Project Director deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Project Director shall have no duty to exercise this right.
- d. Contractor to Furnish: The Contractor shall provide and maintain neat and sanitary accommodations for the use of the Contractor's employees and Agency representatives as may be necessary to comply with the requirements of the State and municipal agencies, or of other bodies or tribunals having jurisdiction over health and sanitation. The Contractor shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- e. Materials and Equipment: All materials and equipment shall be of specified quality and new, except as otherwise provided in the contract documents. If required by the Project Director, the Contractor shall furnish satisfactory evidence (including, but not limited to reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the contract documents. But provision of any such instructions will be effective to assign to the Agency or any of the Agency's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 4.04.k. (Substitute

Means & Methods) and paragraph 4.01.c. (Visits to Site/Place of Business) of these General Conditions and Requirements of this RFP.

- f. Anticipated Schedules: Within a reasonable time prior to the preconstruction conference the Contractor shall submit to the Project Director for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.
- g. Within fifteen days after the date of the Notice to Proceed, the Contractor shall submit to the Project Director for review:
 - i. Anticipated schedule of Shop Drawing submissions; and
 - ii. Anticipated Schedule of Values for all of the Work which will include, but is not limited to, quantities and prices of items aggregating the contract price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include, but are not limited to, an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the Contractor at the time of submission.
- h. Finalizing Schedules: Prior to processing the first Application for Payment, the Project Director and the Contractor will finalize schedules required by paragraph 4.04.f. (Anticipated Schedules) of these General Conditions and Requirements of this RFP. The finalized progress schedule will be acceptable to the Agency as providing information related to the orderly progression of the Work to completion within the contract time; but such acceptance will neither impose on the Agency nor relieve the Contractor from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acceptable to the Agency as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acceptable to the Agency as an approximation of anticipated value of Work to be accomplished over the anticipated contract time. Receipt and acceptance of a schedule submitted by the Contractor shall not be construed to assign responsibility for performance or contingencies to the Agency or relieve the Contractor of its responsibility to adjust its forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed contract time. Should the performance of the Work be discontinued for any reason, the Contractor shall notify the Project Director at least 24 hours in advance of resuming operations.
- i. Adjusting Schedules: Upon substantial changes to the schedule, or upon request, the Contractor shall submit to the Project Director for acceptance (to the extent indicated in paragraph 4.04.h. (Finalizing Schedules) of these General Conditions and Requirements of this RFP) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.
- j. Substitutes or "Or-Equal" Items: Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers

may be accepted by the Project Director only if sufficient information is submitted by the Contractor which clearly demonstrates to the Project Director that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Project Director will include the following provisions as supplemented in these General Conditions and Requirements:

- i. Requests for review of substitute items of material and equipment will not be accepted by the Project Director from anyone other than the Contractor.
 - ii. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Project Director for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not delay the Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the contract documents (or in the provisions of any other direct contract with the Agency for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from that specified will be identified in the application, and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including, but not limited to, costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Agency in evaluating the proposed substitute. The Agency may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Project Director may reject any substitution request which the Project Director determines is not in the best interest of the Agency.
- k. Substitute Means and Methods: If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Director, if the Contractor submits sufficient information to allow the Project Director to determine that the substitute proposed is equivalent to that indicated or required by the contract documents. The procedure for review by the Project Director will be similar to that provided in paragraph 4.04.j. (Substitutes or "Or-Equal" Items) of these General Conditions and Requirements of this RFP as applied by the Project Director and as may be supplemented in the General Conditions and Requirements.
- l. Evaluation of Substitution: The Project Director will be allowed a reasonable time within which to evaluate each proposed substitute. The Project Director will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Project Director's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with paragraph

4.04.u. (Shop Drawings and Samples) and paragraph 4.04.v. (Shop Drawing and Sample Review) of these General Conditions and Requirements of this RFP. The Project Director may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other Surety with respect to any substitute.

- m. Dividing the Work: The divisions and sections of the specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- n. Subcontractors: The Contractor may utilize the services of licensed specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:
 - i. The Contractor shall not award any Work to any subcontractor without prior written approval of the Project Director. This approval will not be given until the Contractor submits to the Project Director a written statement concerning the proposed award to the subcontractor which shall contain required Equal Employment Opportunity documents, evidence of workers' compensation and other insurance whose limits are acceptable to the Contractor, and an executed copy of the subcontract. All subcontracts submitted for approval must contain provisions for payment for Work done by the subcontractor that comply with AS 36.90.210. The acceptance by the Project Director of any such subcontractor does not constitute a waiver of any right of the Agency to reject defective Work.
 - ii. The Contractor shall be fully responsible to the Agency for all acts and omissions of the subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as the Contractor is responsible for Contractor's own acts and omissions.
 - iii. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate written agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of the Agency and contains waiver provisions as required by paragraph 4.10.r. (Waiver of Claims by Contractor) and termination provisions in accordance with paragraphs under 4.11 (Suspension of Work, Default and Termination) of these General Conditions and Requirements of this RFP.
 - iv. Nothing in the contract documents shall create any contractual relationship between the Agency and any such subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the Agency to pay or to see to the payment of any monies due any such subcontractor, supplier, or other person or organization except as may otherwise be required by Regulatory Requirements. The Agency will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

- v. The Contractor and subcontractors shall coordinate their work and cooperate with other trades so as to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the Contractor with no change in contract price or contract time.
- vi. The Contractor shall include on his own payrolls any person or persons working on the contract who are not covered by written subcontract and shall ensure that all subcontractors include on their payrolls all persons performing work under the direction of the subcontractors.
- o. Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of the land or area or of any contiguous land or areas, resulting from the performance of the Work. Should any claim be made against the Agency by any such owner or occupant because of the performance of the Work, the Contractor shall hold the Agency harmless.
- p. Structural Loading: The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- q. Record Documents: The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Amendments, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 4.02.g. (Clarifications and Interpretations)) of these General Conditions and Requirements of this RFP, in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the Project Director for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Project Director. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the contract documents.
- r. Safety and Protection: In addition to the other safety requirements of the contract, the Contractor must comply with AS 18.60.075 (Safe Employment) and all pertinent provisions of 8 AAC 61 (Occupational Safety and Health). The Contractor alone shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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

The Contractor shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. No change in contract price or contract time will be allowed except as stated in paragraph 4.03.f. (Utilities Not Shown or Indicated) of these General Conditions and Requirements of this RFP, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not limited to, acts of God, the public enemy, or governmental authorities. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until final acceptance (except as otherwise expressly provided in connection with substantial completion).

- s. Safety Representative: The Contractor shall designate a responsible safety representative at the site. This person shall be the Contractor's project superintendent unless otherwise designated in writing by the Contractor to the Project Director.
- t. Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent to the site, the Contractor, without special instruction or authorization from the Agency, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Director prompt written notice if the Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the Agency determines that a change in the contract is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in paragraph 4.06.b. (Authorization of Changes within the General Scope) of these General Conditions and Requirements of this RFP, as determined appropriate by the Project Director.
- u. Shop Drawings and Samples: After checking and verifying all field measurements and after complying with applicable procedures specified in these General Conditions and Requirements, the Contractor shall submit to the Project Director for review and approval in accordance with the accepted schedule of Shop Drawing

submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission. All submissions will be identified as the Project Director may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Project Director to review the information as required.

The Contractor shall also submit to the Project Director for review and approval with such promptness as to cause no delay in Work, all samples required by the contract documents. All samples will have been checked by and accompanied by a specific written indication that the Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission and will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect to the Shop Drawing or sample and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the contract documents.

At the time of each submission, the Contractor shall give the Project Director specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the contract documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Project Director for review and approval of each such variation. All variations of the proposed shop drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Agency in evaluating the proposed variation. If the variation may result in a change of contract time or price, or contract responsibility, and is not minor in nature; the Contractor must submit a written request for Change Order with the variation to notify the Agency of his intent. The Agency may require the Contractor to furnish at the Contractor's expense additional data about the proposed variation. The Project Director may reject any variation request that the Project Director determines is not in the best interest of the Agency.

- v. Shop Drawing and Sample Review: The Project Director will review with reasonable promptness Shop Drawings and samples, but the Project Director's review will be only for conformance with the design concept of the Project and for compliance with the information given in the contract documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the contract documents) or to safety precautions or programs incident to the Shop Drawings or samples. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The Contractor shall make corrections required by the Project Director

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

The Project Director's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the contract documents unless the Contractor has in writing advised the Project Director of each such variation at the time of submission as required by the paragraphs under 4.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP. The Project Director, in the Project Director's sole discretion, may give written approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested, a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. No approval by the Project Director will relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraphs under 4.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP.

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

- w. Maintenance During Construction: The Contractor shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraphs under 4.10.j. (Substantial Completion) of these General Conditions and Requirements of this RFP.
- x. Continuing the Work: The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Agency. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the Contractor and the Project Director may otherwise agree in writing.
- y. Consent to Assignment: The Contractor shall obtain the prior written consent of the Project Director to any proposed assignment of any interest in, or part of the contract. The consent to any assignment or transfer shall not operate to relieve the Contractor or the Contractor's Sureties of any obligations under the contract or the Performance and Payment Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the Contractor's creditors pursuant to law.
- z. Use of Explosives: When the use of explosives is necessary for the performance of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including, but not limited to, new Work, and shall follow all Regulatory Requirements applicable to the use of explosives. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided no closer than 1,000 feet from any building, camping area, or place of human occupancy.

The Contractor shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. The Contractor shall also notify all property owners in the immediate vicinity. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the Contractor shall be responsible for all damage resulting from the use of the explosives, whether or not utility owners act to protect their property.

- aa. Contractor's Records: Records of the Contractor and subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Project Director, and Agency Personnel, for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the contract documents.

Payroll records must contain the name and address of each employee, each employee's correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The Contractor and subcontractors shall make employment records available for inspection by the Project Director, Agency Personnel, and representatives of the Department of Labor and Workforce Development and will permit such representatives to interview employees during working hours on the Project.

Records of all written communications, which includes emails between the Agency and the Contractor and other parties, where such communications affected performance of the contract, must be kept by the Contractor and maintained for a period of three years from Final Acceptance. The Agency or its assigned representative may perform an audit of these records during normal work hours after written notice to the Contractor.

4.05 OTHER WORK:

- a. Related Work at Site: The Agency reserves the right at any time to contract for and/or perform other or additional work on or near the Work covered by the contract.

When separate contracts occur within the limits of the Project, the Contractor shall conduct the Work so as not to interfere with or hinder the work being performed by other contractors or by Agency employees. The Contractor, when working on the same Project with other contractors, shall cooperate with such other contractors. The Contractor shall join the Contractor's Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

If the fact that other such work to be performed is identified or shown in the contract documents the Contractor shall assume all liability, financial or otherwise, in connection with the contract and indemnify and save harmless the Agency from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors.

If the fact that such other work is to be performed was not identified or shown in the contract documents, written notice thereof will be given to the Contractor prior to starting any such other work. If the Contractor believes that such performance will require an increase in contract price or contract time, the Contractor shall notify the Project Director of such required increase within fifteen (15) calendar days following receipt of the Project Director's notice. Should the Project Director find such increase(s) to be justified, a Change Order will be executed.

- b. Access, Cutting, and Patching: The Contractor shall afford each utility owner and any other Contractor who is a party to such a direct contract with the Agency (or the Agency, if the Agency is performing the additional work with the Agency's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the work of others. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter such other work with the written consent of the Project Director. The duties and responsibilities of the Contractor under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Agency and other contractors.
- c. Defective Work by Others: If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor, utility owner, or the Agency, the Contractor shall inspect and promptly report to the Project Director in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

- d. Coordination: If the Agency contracts with others for the performance of other work at the site, the Project Director will have authority and responsibility for coordination of the activities among the various prime contractors.

4.06 CHANGES:

- a. Agency's Right to Change: The Agency may, at any time, order additions, deletions, or revisions in the Work within the general scope of the contract, including but not limited to, changes:
 - i. In the contract documents;
 - ii. In the method or manner of performance of the Work;
 - iii. In State-furnished facilities, equipment, materials, services, or site;
 - iv. Directing acceleration in the performance of the Work.
- b. Authorization of Changes within the General Scope: Additions, deletions, or revisions in the Work within the general scope of the contract as specified in paragraph 4.06.a. (Agency's Right to Change) of these General Conditions and Requirements of this RFP, shall be authorized by one or more of following ways:
 - i. Directive (pursuant to paragraph 4.06.c. (Directive) of these General Conditions and Requirements of this RFP);
 - ii. A Change Order (pursuant to paragraph 4.06.i. (Change Order) of these General Conditions and Requirements of this RFP);
 - iii. Agency's acceptance of Shop Drawing variations from the contract documents as specifically identified by the Contractor as required by paragraph 4.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP.
- c. Directive: The Project Director shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 4.02.g. (Clarifications and Interpretations) of these General Conditions and Requirements of this RFP).
- d. The Project Director may authorize minor variations in the Work from the requirements of the contract documents which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents.
- e. The Project Director may order the Contractor to correct defective Work or methods which do not conform to the contract documents.
- f. The Project Director may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 4.04.t. (Emergencies) of these General Conditions and Requirements of this RFP).
- g. Upon the issuance of a Directive to the Contractor by the Project Director, the Contractor shall proceed with the performance of the Work as prescribed by such Directive.

- h. If the Contractor believes that the changes noted in a Directive may cause an increase in the contract price or an extension of contract time, the Contractor shall immediately provide written notice to the Project Director depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Project Director finds the increase in contract price or the extension of contract time justified, a Change Order will be issued. If however, the Project Director does not find that a Change Order is justified, the Project Director may direct the Contractor to proceed with the Work. The Contractor shall cooperate with the Project Director in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a cost of the work basis as provided in paragraph 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP.
- i. Change Order: A change in contract time, contract price, or responsibility may be made within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the contract documents except as otherwise specifically provided. Changes in contract price and contract time shall be made in accordance with paragraphs under 4.06 (Changes), 4.07 (Contract Price: Computation and Change), and 4.08 (Contract Time: Computation and Change) of these General Conditions and Requirements of this RFP.
- j. Shop Drawing Variations: Variations by Shop Drawings shall only be eligible for consideration under the above paragraph 4.06.i. (Change Order) of these General Conditions and Requirements of this RFP, when the conditions affecting the price, time, or responsibility are identified by the Contractor in writing and a request for a Change Order is submitted as per paragraph 4.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP.
- k. Changes Outside the General Scope; Supplemental Agreement: Any change which is outside the general scope of the contract, as determined by the Project Director, must be authorized by a Supplemental Agreement signed by the authorized representatives of the Agency and the Contractor.
- l. Unauthorized Work: The Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any work performed that is not required by the contract documents as amended, modified, and supplemented as provided in paragraphs under 4.06 (Changes), except in the case of an emergency as provided in paragraph 4.04.t. (Emergencies) of these General Conditions and Requirements of this RFP, and except in the case of uncovering Work as provided in 4.09.d. (Uncovering Work) of these General Conditions and Requirements of this RFP.
- m. Notification of Surety: If notice of any change affecting the general scope of the Work or the provisions of the contract documents (including, but not limited to, contract price or contract time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

- n. Differing Site Conditions: The Contractor shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 4.04.t. (Emergencies)) of these General Conditions and Requirements of this RFP, notify the Project Director in writing of:
- i. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract, and which could not have been discovered by a careful examination of the site; or
 - ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The Project Director shall promptly investigate the conditions, and if the Project Director finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment shall be made and the contract modified in writing accordingly.
- o. Any claim for additional compensation by the Contractor in the paragraphs under 4.06 (Changes) of these General Conditions and Requirements of this RFP, shall be made in accordance with paragraphs under 4.12 (Claims and Disputes) of these General Conditions and Requirements of this RFP, and shall not be allowed unless the Contractor has first given the notice required by the contract. In the event that the Project Director and the Contractor are unable to reach an agreement concerning an alleged differing site condition, the Contractor will be required to keep an accurate and detailed record which will indicate the actual cost of the work done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Project Director shall be given the opportunity to supervise and check the keeping of such records.

4.07 CONTRACT PRICE: COMPUTATION AND CHANGE:

- a. Contract Price: The contract price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the contract price. The contract price may only be changed by a Change Order or Supplemental Agreement.
- b. Claim for Price Change: Any claim for an increase or decrease in the contract price shall be submitted in accordance with the terms in paragraphs under 4.12 (Claims and Disputes) of these General Conditions and Requirements of this RFP and shall not be allowed unless notice requirements of the contract have been met.
- c. Change Order Price Determination: The value of any work covered by a change order for an increase or decrease in the contract price shall be determined in one of the following ways:
 - i. Where the Work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs under 4.07.h. (Unit Price Work) of these General Conditions and Requirements of this RFP).
 - ii. By mutual acceptance of a lump sum price which includes overhead and profit.
 - iii. When i. and ii. are inapplicable, on the basis of the "Cost of the Work" (determined as provided in paragraphs under 4.07.d. (Cost of the Work) and 4.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP), plus a Contractor's fee for overhead and profit (determined as provided in paragraphs under 4.07.f. (Contractor's Fee) of these General Conditions and Requirements of this RFP).
 - iv. Before a Change Order or Supplemental Agreement is approved, the Contractor shall submit pricing data regarding the changed or extra Work. The Contractor shall certify that the data submitted is, to the Contractor's best knowledge and belief, accurate, complete, and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.
- d. Cost of the Work: The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Agency, such costs shall be an amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in the paragraph 4.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP:
 - i. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Agency and the Contractor. Payroll costs for employees not

employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits that include, but are not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and Holiday pay applicable to the employees. Such employees shall include, but are not limited to, project superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the Agency.

- ii. Cost of all materials and equipment furnished and incorporated in the Work, including, but not limited to, costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Agency deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Agency. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Agency, and the Contractor shall make provisions so that they may be obtained.
- iii. Payments made by the Contractor to subcontractors for Work performed by subcontractors. If required by the Agency, Contractor shall obtain competitive quotes from subcontractors or suppliers acceptable to the Contractor and shall deliver such quotes to the Agency who will then determine which quotes will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "cost of the work" plus a fee, the subcontractor's "cost of the work" shall be determined in the same manner as the Contractor's "cost of the work" as described in paragraphs 4.07.d. (Cost of the Work) and 4.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP, and the subcontractor's fee shall be established as provided for in paragraphs under 4.07.f. (Contractor's Fee) of these General Conditions and Requirements of this RFP. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
- iv. Costs of special consultants (including, but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- v. Supplemental costs including, but not limited to, the following:
 - 1. The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
 - 2. Cost, including, but not limited to, transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workers, which are used in the performance of the Work, and

cost less market value of such items used but not consumed which remain the property of the Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Agency and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
4. Sales, consumer, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by Regulatory Requirements.
5. Deposits lost for causes other than negligence of the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Agency. No such losses, damages, or expenses may be included in the "cost of the work" for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that stated in paragraphs under 4.07.f. (Contractor's Fee) of these General Conditions and Requirements of this RFP.
7. The cost of utilities, fuel, and sanitary facilities at the site.
8. Minor expenses such as telegrams, long-distance telephone calls, telephone service at the site, courier costs, and similar petty cash items in connection with the Work.
9. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limit of the amount established by the Agency in accordance with paragraph 3.18 (Insurance) of the Scope of Work and Products of this RFP.

- e. Excluded Costs: The term "cost of the work" shall not include any of the following:

- i. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraphs covered under 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP, all of which are to be considered administrative costs covered by the Contractor's fee.
 - ii. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - iii. Any part of Contractor's capital expenses including, but not limited to, interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - iv. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the contract documents to purchase and maintain the same (except for the cost of premiums covered by above paragraphs under 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP).
 - v. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - vi. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs under 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP.
- f. Contractor's Fee: The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

A mutually acceptable fixed fee; or if a fixed fee cannot be agreed upon, a fee based on the following percentages of the various portions of the "Cost of the Work":

- i. For costs incurred under i. and ii. of paragraph 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP, the Contractor's fee shall be twenty percent;
- ii. For costs incurred under iii. of paragraph 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP, the Contractor's fee shall be ten percent; and if a subcontract is on the basis of paragraph 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP plus a fee, the maximum allowable to Contractor on account of overhead

and profit of all subcontractors and multiple tiers thereof shall be fifteen percent;

- iii. No fee shall be payable on the basis of costs itemized under iv. and v. of paragraph 4.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP and under any provision of paragraph 4.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP;
 - iv. The amount of credit to be allowed by the Contractor to the Agency for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent of the net decrease; and
 - v. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with the provision under paragraph 4.07.f. (Contractor's Fee) of these General Conditions and Requirements of this RFP.
- g. Cost Breakdown: Whenever the cost of any Work is to be determined pursuant to paragraphs under 4.07.d. (Cost of the Work) and 4.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP, the Contractor will submit, in a form acceptable to the Agency, an itemized cost breakdown together with supporting data.
- h. Unit Price Work: Where the contract documents provide that all or part of the Work is to be unit price Work, initially the contract price will be deemed to include, for all unit price Work, an amount equal to the sum of the established unit prices for each separately identified item of unit price Work times the estimated quantity of each item as indicated in the contract. The estimated quantities of items of unit price Work are not guaranteed and are solely for the purpose of comparison of proposals and determining an initial contract price. Determinations of the actual quantities and classifications of unit price Work performed by the Contractor will be made by the Agency in accordance with paragraph 4.07.i. (Determinations for Unit Prices) of these General Conditions and Requirements of this RFP.

Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item. If the contract documents relating to any unit price in the Cost Proposal Form require that the unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the contract documents.

Payment to the Contractor shall be made only for the actual quantities of Work performed and accepted, or materials furnished, in conformance with the contract documents. When the accepted quantities of Work or materials vary from the quantities stated in the Cost Proposal Form or change documents, the Contractor shall accept as payment in full, payment at the stated unit prices for the

accepted quantities of Work and materials furnished, completed, and accepted; except as provided below:

- i. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10 percent of the total contract price, is increased by more than 25 percent of the quantity stated in the Cost Proposal Form, or change documents, either party to the contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above 125 percent of the quantity stated in the Cost Proposal Form.
 - ii. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10 percent of the total contract price, is decreased by more than 25 percent of the quantity stated in the Cost Proposal Form, or change documents either party to the contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally proposal for the item.
- i. Determinations for Unit Prices: The Project Director will determine the actual quantities and classifications of Unit price Work performed by the Contractor. The Project Director will review with the Contractor preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Project Director's acknowledgment thereof will be final and binding on the Contractor unless, within ten (10) days after the date of any such decisions, the Contractor delivers to the Project Director written notice of intention to appeal from such a decision.

4.08 CONTRACT TIME: COMPUTATION AND CHANGE:

- a. Commencement of Contract Time; Notice to Proceed: The contract time will commence to run on the day indicated in the Notice to Proceed.
- b. Starting the Work: No work on contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify the Project Director at least 24 hours in advance of the time actual construction operations will begin. The Contractor may request a limited Notice to Proceed after Award has been made, to permit the Contractor to order long lead materials which could cause delays in project completion. However, granting the request is within the sole discretion of the Project Director, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.
- c. Computation of Contract Time: When the contract time is specified on a calendar days basis, all Work under the contract shall be completed within the number of calendar days specified. The count of contract time begins on the day following receipt of the Notice to Proceed by the Contractor, if no starting day is stipulated therein.

Calendar days shall continue to be counted against contract time until and including the day of final completion of the Work.

When the contract completion time is specified as a fixed calendar date, it shall be the date of final completion.

- d. Time Change: The contract time may only be changed by a Change Order or Supplemental Agreement.
- e. Extension Due to Delays: The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to the following: acts of God or of the public enemy, acts of the Agency in contractual capacity, acts of another Contractor in the performance of a contract with the Agency, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of subcontractors or suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the unforeseeable causes specifically mentioned in the previous sentence, does not of itself justify a time extension. The Contractor shall, within twenty-four (24) hours from the beginning of any such delay (unless the Project Director shall grant a further period of the time prior to the date of final settlement of the contract), notify the Project Director in writing of the cause of delay. The Project Director shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.
- f. Essence of Contract: All time limits stated in the contract documents are of the essence in this contract.

- g. Reasonable Completion time: It is expressly understood and agreed by and between the Contractor and the Agency that the date of beginning and the time for final completion of the Work described herein are reasonable times for the completion of the Work.
- h. Delay Damages: Whether or not the Contractor's right to proceed with the Work is terminated, the Contractor and the Contractor's Sureties shall be liable for damages resulting from the refusal or failure to complete the Work within the specified time.

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

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or Agency costs, fees, and charges related to reprocurement. If a default termination occurs, the Contractor or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by paragraph 4.11.b. (Delay, Neglect, or Default of Contract) of these General Conditions and Requirements of this RFP.

4.09 QUALITY ASSURANCE:

- a. Warranty and Guaranty: The Contractor warrants and guarantees to the Agency that all Work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to the Project Director. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in the paragraphs under 4.09 (Quality Assurance).
- b. Access to Work: The Agency and the Agency's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.
- c. Tests and Inspections: The Contractor shall give the Project Director timely notice of readiness of the Work for all required inspections, test, or approvals.

If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise stated, and furnish the Project Director the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Agency's acceptance of a supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by the Contractor. The Agency may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the Contractor's expense.

If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Project Director, it must, if requested by the Project Director, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Project Director timely notice of Contractor's intention to cover the same and the Project Director has not acted with reasonable promptness in response to such notice.

Neither observations nor inspections, tests, or approvals, including, but not limited to, quality assurance tests or inspections by the Agency or others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the contract documents.

- d. Uncovering Work: If any Work is covered contrary to the written request of the Project Director, it must, if requested by the Project Director, be uncovered for the Project Director's observation and replaced at the Contractor's expense.

If the Project Director considers it necessary or advisable that covered Work be observed, inspected or tested, the Contractor, at the Project Director's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing

as the Project Director may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction (including but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the Agency shall be entitled to an appropriate decrease in the contract price. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

- e. Agency May Stop the Work: The Project Director may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or perform the Work in such a way that the completed Work will conform to the contract documents; however, this right of the Project Director to stop the Work shall not give rise to any duty on the part of the Project Director to exercise this right for the benefit of the Contractor or any other party.
- f. Correction or Removal of Defective Work: If required by the Project Director, the Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Project Director, remove it from the site and replace it with Work which conforms to the requirements of the contract documents. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.
- g. One Year Correction Period: If within one year after the date of final completion, or such longer period of time as may be prescribed by Regulatory Requirements, or by the terms of any applicable special guarantee required by the contract documents, or by any specific provision of the contract documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Agency and in accordance with the Project Director's written instructions, either correct such defective Work, or, if it has been rejected by the Project Director, remove it from the site and replace it with conforming Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Agency may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the Agency before substantial completion of all the Work, the correction period for that Item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.
- h. Acceptance of Defective Work: Instead of requiring correction or removal and replacement of defective Work, the Project Director may accept defective Work. The Contractor shall bear all direct, indirect, and consequential costs attributable to the Project Director's evaluation of and determination to accept such defective

Work (costs to include, but not be limited to, fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the contract documents with respect to the Work; and the Agency shall be entitled to an appropriate decrease in the contract price. If the Agency has already made final payment to the Contractor, an appropriate amount shall be paid by the Contractor or his Surety to the Agency.

- i. Agency May Correct Defective Work: If the Contractor fails within a reasonable time after written notice from the Project Director to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Director in accordance with paragraph 4.09.f (Correction or Removal of Defective Work) of these General Conditions and Requirements of this RFP, or if the Contractor fails to perform the Work in accordance with the contract documents, or if the Contractor fails to comply with any other provision of the contract documents, the Agency may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the Agency shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Project Director may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related to the Work, take possession of the Contractor's tools, appliances, construction equipment, and machinery at the site, and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the Agency has paid the Contractor, but which are stored elsewhere. The Contractor shall allow the Project Director and his authorized representatives such access to the site as may be necessary to enable the Project Director to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of the Agency in exercising such rights and remedies will be charged against the Contractor, and a Change Order will be issued incorporating the necessary revisions in the contract documents with respect to the Work; and the Agency shall be entitled to an appropriate decrease in the contract price. Such direct, indirect, and consequential costs will include, but not be limited to, fees and charges of engineers, architects, attorneys, and other professionals, all court and other proceeding costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the Work attributable to the exercise by the Project Director of the Agency's rights and remedies under 4.09 (Quality Assurance) of these General Conditions and Requirements of this RFP.

4.10 PAYMENTS TO CONTRACTOR AND COMPLETION:

- a. Schedule of Values: The Schedule of Values established, as provided in paragraph 4.04.f. (Anticipated Schedules) of these General Conditions and Requirements of this RFP, will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to the Project Director. Progress payments on account of unit price Work will be based on the number of units completed.
- b. Preliminary Payments: Upon approval of the Schedule of Values, the Contractor may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by these General Conditions and Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total contract price as stated in the contract.
- c. Application for Progress Payment: The Contractor shall submit to the Project Director for review an application for payment filled out and signed by the Contractor covering the Work completed as of the date of the application for payment and accompanied by such supporting documentation as is required by the contract documents. Progress payments will be made as the Work progresses on a monthly basis, or twice a month when requested by the Contractor, but only when the approved invoice exceeds \$10,000.00.
- d. Review of Applications for Progress Payment: Project Director will either indicate in writing a recommendation of payment or return the Application for Payment to the Contractor indicating in writing the Project Director's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application for payment.
- e. Stored Materials and Equipment: If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, paid invoice, or other documentation satisfactory to the Project Director warranting (1) that the Agency has received the materials and equipment free and clear of all charges, security interests, and encumbrances, and (2) that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Agency's interest therein. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.
- f. Contractor's Warranty of Title: The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the Agency no later than the time of payment, free and clear of any claims, liens, security interests, and further obligations.

- g. Withholding of Payments: The Agency may withhold or refuse payment for any of the reasons listed below, provided it gives written notice of its intent to withhold and of the basis for withholding:
- i. The Work is defective, Work has been damaged requiring correction or replacement, Work has been installed without approval of Shop Drawings or by an unapproved subcontractor, or materials and equipment have been unsuitably stored.
 - ii. The contract price has been reduced by Change Order.
 - iii. The Agency has been required to correct defective Work or complete Work in accordance with paragraph 4.09.i. (Agency May Correct Defective Work) of these General Conditions and Requirements of this RFP.
 - iv. The Agency's actual knowledge of the occurrence of any of the events enumerated in paragraphs under 4.11.b. (Delay, Neglect, or Default of Contract) of these General Conditions and Requirements of this RFP.
 - v. Claims have been made against the Agency or against the funds held by the Agency on account of the Contractor's actions or inaction in performing the contract, or there are other items entitling the Agency to a set off.
 - vi. Subsequently discovered evidence or the results of subsequent inspections or tests nullify any previous payments for reasons stated in paragraphs under i. through v. and vii.
 - vii. The Contractor has failed to fulfill or is in violation of any of the Contractor's obligations under any provision of the contract.
- h. Retainage: At any time the Agency finds that satisfactory progress is not being made, it may, in addition to the amounts withheld under paragraph 4.10.g. (Withholding of Payments) of these General Conditions and Requirements of this RFP, retain a maximum amount equal to 10 percent of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Project Director finds that satisfactory progress is being made.
- i. Request for Release of Funds: If the Contractor believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and contract provisions on which the Contractor relies shall be given to the Agency, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor and Workforce Development, the Contractor shall provide a letter from the Department of Labor and Workforce Development stating that withholding is no longer requested. Following such submittal by the Contractor, the Agency shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.
- j. Substantial Completion: When the Contractor considers the Work ready for its intended use the Contractor shall notify the Project Director in writing that the

Work or a portion of Work which has been specifically identified in the contract documents is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Agency issue a certificate of substantial completion. Within a reasonable time thereafter, the Project Director, the Contractor, and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Project Director does not consider the Work substantially complete, the Project Director will notify the Contractor in writing giving the reasons therefore. If the Project Director considers the Work substantially complete, the Project Director will, within 14 days of the completion of the inspection, execute and deliver to the Contractor a certificate of substantial completion with a tentative list of items to be completed or corrected. At the time of delivery of the certificate of substantial completion, the Project Director will deliver to the Contractor a written division of responsibilities pending final completion with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties which shall be consistent with the terms of the contract documents. The Agency shall be responsible for all Agency costs resulting from the initial inspection and the first re-inspection, and the Contractor shall pay all costs incurred by the Agency resulting from subsequent re-inspections.

- k. Access Following Substantial Completion: The Agency shall have the right to exclude the Contractor from the Work after the date of substantial completion, but the Agency shall allow Contractor reasonable access to complete or correct items on the tentative list described in paragraph 4.10.j. (Substantial Completion) of these General Conditions and Requirements of this RFP.
- l. Final Inspection: Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Project Director will make a final inspection with the Contractor and appropriate Consultants and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies. The Contractor shall pay for all costs incurred by the Agency resulting from re-inspections.
- m. Final Completion and Application for Payment: After the Contractor has completed all corrections and measures to the satisfaction of the Project Director; delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, subcontractors and suppliers, certificates of inspection, marked-up record documents, and other documents (as required by the contract documents), and after the Project Director has indicated in writing that the Work has met the requirements for final completion, subject to the provisions of paragraph 4.10.r. (Waiver of Claims by Contractor) of these General Conditions and Requirements of this RFP, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all certificates, warranties, guarantees, releases, affidavits, and other documentation required by the contract documents.
- n. Final Payment: If, on the basis of the Project Director's observation of the Work during construction and final inspection and the Project Director's review of the final application for payment and accompanying documentation, all as required by the contract documents, the Project Director is satisfied that the Work has been completed and the Contractor's other obligations under the contract documents have

been fulfilled, the Agency will process final Application for Payment. Otherwise, the Project Director will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor shall make the necessary corrections and resubmit the final application for payment.

- o. If, through no fault of the Contractor, final completion of the Work is significantly delayed, the Project Director shall, upon receipt of the Contractor's final application for payment, and without terminating the contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Agency for Work not fully completed or corrected is less than 4.10.h. (Retainage) of these General Conditions and Requirements of this RFP, and if bonds have been furnished as required in paragraph 3.29 (Performance and Payment Bonds) in the Scope of Work and Products of this RFP, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Agency with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- p. Final Acceptance: Following certification of payment of payroll and revenue taxes, and final payment to the Contractor, the Agency will issue a letter of final acceptance, releasing the Contractor from further obligations under the contract, except as provided in paragraph 4.10.q. (Contractor's Continuing Obligation) of these General Conditions and Requirements of this RFP.
- q. Contractor's Continuing Obligation: The Contractor's obligation to perform and complete the Work and pay all laborers, subcontractors, and material suppliers in accordance with the contract documents shall be absolute. Neither: (1) the progress or final payment by the Agency, (2) the issuance of a certificate of substantial completion, (3) any use or occupancy of the Work or any part thereof by the Agency or using Agency, (4) any act of acceptance by the Agency nor any failure to do so, (5) any review and approval of a Shop Drawing or sample submission, nor (6) any correction of defective Work by the Agency, will constitute an acceptance of Work not in accordance with the contract documents or a release of the Contractor's obligation to perform the Work in accordance with the contract documents.
- r. Waiver of Claims by Contractor: The making of final payment will constitute a waiver of all claims by the Contractor against the Agency other than those previously made in writing and still unsettled.
- s. No Waiver of Legal Rights: The Agency shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are defective. The Agency shall not be precluded or be stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or the Contractor's Sureties, or both, such

damages as it may sustain by reason of the failure to comply with the requirements of the contract documents. Neither the acceptance by the Agency, or any representative of the Agency, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the contract time, nor any possession taken by the Agency, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver by the Agency of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

4.11 SUSPENSION OF WORK, DEFAULT AND TERMINATION:

- a. Agency May Suspend Work: The Agency may, at any time, suspend the Work or any portion thereof by notice in writing to the Contractor. If the Work is suspended without cause, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, in an amount, or for a length of time, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in paragraphs under 4.12 (Claims and Disputes) of these General Conditions and Requirements of this RFP. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the Contractor, or that suspension is necessary for contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including, but not limited to, the fault or negligence of the Contractor.

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

- b. Delay, Neglect, or Default of Contract: The Project Director may give notice in writing to the Contractor and his Surety of delay, neglect, or default, if the Contractor:
- i. Fails to begin the Work under the contract within the time specified in the contract documents;
 - ii. Fails to perform the Work in accordance with the contract documents (including, but not limited to, failing to supply sufficiently skilled workers, suitable materials or equipment, or failing to adhere to the progress schedule established under paragraph 4.04.f. (Anticipated Schedules) of these General Conditions and Requirements of this RFP);
 - iii. Performs the Work unsuitably or neglects or refuses to remove materials or to correct defective Work;
 - iv. Discontinues the prosecution of the Work;
 - v. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
 - vi. Becomes insolvent, except that, if the Contractor declares bankruptcy, termination shall be in accordance with 11 U.S.C. 362 and/or 11 U.S.C. 365; in the event the Contractor declares bankruptcy, the Contractor will work with the bankruptcy trustee to assume or reject the contract in a timely manner so that the contract will be completed by the date specified in the contract;
 - vii. Allows any final judgment to stand against the Contractor unsatisfied for period of 60 days;

- viii. Makes an assignment for the benefit of creditors without the consent of the Project Director;
- ix. Disregards Regulatory Requirements of a public body having jurisdiction;
- x. Violates in any substantial way any provision of the contract documents; or
- xi. For any cause whatsoever, fails to carry on the Work in an acceptable manner.

If the Contractor, within the time specified in the above notice of default, does not proceed in accordance therewith, then the Agency may, upon written notification from the Project Director of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the Work out of the hands of the Contractor. The Agency may terminate the services of the Contractor, exclude the Contractor from the site, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the Agency has paid the Contractor but which are stored elsewhere, and finish the Work as the Agency may deem expedient. The Agency may enter into an agreement for the completion of the contract according to the terms and provisions thereof or use such other methods that in the opinion of the Project Director are required for the completion of the contract in an acceptable manner.

The Project Director may, by written notice to the Contractor or the Contractor's representative, and to the Contractor's Surety, transfer the employment of the Work from the Contractor to the Surety, or, if the Contractor abandons the Work undertaken under the contract, the Project Director may at his option, with written notice to the Surety and without any written notice to the Contractor, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the Agency for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the contract documents.

Upon receipt of the notice terminating the services of the Contractor, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of the contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the contract and according to the terms thereof without any right of the Contractor to make any claim for the same or any part thereof.

If the contract is terminated for default, the Contractor and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 4.08.h. (Delay Damages) of these General Conditions and Requirements of the RFP, and for the excess cost of completion, and all costs and expenses incurred by the Agency in completing the Work or arranging for completion of the Work, including, but not limited to, costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for proposals or proposals for completion, and other re-procurement costs. Following termination the Contractor is not entitled to receive any further balance of the amount to be paid under the contract until the Work is fully finished and accepted, at which time, if the unpaid balance exceeds the amount due the Agency and any amounts due to persons for whose benefit the Agency has withheld funds, such excess shall be paid by the Agency to the Contractor. If the damages, costs, and expenses due the Agency exceed the unpaid balance, the Contractor and his Surety shall pay the difference.

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

- c. Rights or Remedies: After the Contractor's services have been terminated by the Agency, the termination will not affect any rights or remedies of the Agency against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Agency will not release the Contractor from liability.
- d. Convenience Termination: The performance of the Work may be terminated by the Agency in accordance with the paragraphs under 4.11 (Suspension of Work, Default and Termination) in whole or in part, whenever, for any reason the Project Director shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a "Notice of Termination", specifying termination is for the convenience of the Agency, the extent to which performance of Work is terminated, and the date upon which such termination becomes effective. Immediately upon receipt of a "Notice of Termination", and except as otherwise directed by the Project Director, the Contractor shall:
 - i. Stop Work on the date and to the extent specified in the "Notice of Termination";
 - ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
 - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the "Notice of Termination";

- iv. With the written approval of the Project Director, to the extent the Project Director may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the contract;
- v. Submit to the Project Director a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Project Director;
- vi. Transfer to the Project Director the completed or partially completed record drawings, shop drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Agency;
- vii. Take such action as may be necessary, or as the Project Director may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Agency has or may acquire any interest.

When the Agency orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with the paragraphs under 4.10 (Payments to Contractor and Completion) of these General Conditions and Requirements of this RFP. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15 percent, with materials becoming the property of the Agency, or the Contractor may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the Agency shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The Contractor shall be paid 10 percent of the cost, freight not included, of materials cancelled, and direct expenses only for Contractor chartered freight transport which cannot be cancelled without charges, to the extent that the Contractor can establish them. The extra costs due to cancellation of bonds and insurance, and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished, shall be paid by the Agency. Charges for loss of profit or consequential damages are not recoverable except as provided above.

A termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Project Director upon request of the Contractor made in writing within the 90-day period. Upon failure of the Contractor to submit a termination claim within the time allowed, the Project Director may determine, on the basis of information available to the Project Director, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined.

The Contractor and the Project Director may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant with the paragraphs under 4.11 (Suspension of Work, Default and Termination). The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. In the event of the failure of

the Contractor and the Project Director to agree in whole or in part, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of the Work, the Project Director shall determine, on the basis of information available to the Project Director, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined as follows:

- i. All costs and expenses reimbursable in accordance with the contract not previously paid to the Contractor for the performance of Work prior to the effective date of the "Notice of Termination";
- ii. So far as not included under i. above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the contract;
- iii. The reasonable costs of settlement with respect to a terminated portion of the contract, to the extent that these costs had not been covered under other payment provisions of the contract.

In arriving at the amount due the Contractor under this paragraph, there shall be deducted:

- i. All previous payments made to the Contractor for the performance of Work under the contract prior to termination;
- ii. Any claim the Agency may have against the Contractor;
- iii. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this paragraph and not otherwise recovered by or credited to the Agency; and
- iv. All progress payments made to the Contractor under the provisions of this paragraph.

Where the Work has been terminated by the Agency the termination shall not affect or terminate any of the rights of the Agency against the Contractor or the Contractor's Surety then existing or which may thereafter accrue because of default. Any retention or payment of monies by the Agency due to the Contractor under the terms of the contract shall not release the Contractor or his Surety from liability. Unless otherwise provided for in the contract documents or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to the Agency at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under the contract and relating to the Work terminated hereunder.

4.12 CLAIMS AND DISPUTES:

- a. The Contractor shall notify the Project Director as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation, an extension of Contract time, or any dispute regarding the Contract. The Project Director has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract time unless the Contractor notifies the Project Director in a timely manner of all facts the Contractor believes form the basis for the claim.

If the claim or dispute is not resolved by agreement within seven (7) days after the date the Project Director is notified by the Contractor, the Contractor shall within the next fourteen (14) days submit an Intent to Claim in writing to the Project Director if the Contractor chooses to pursue the claim.

If the Contractor believes additional compensation or an extension of time is warranted, the Contractor shall immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim, including, but not limited to, actual costs incurred, and shall give the Project Director access to any such records and furnish the Project Director copies, if requested. Equipment costs must be based on the Contractor's internal rates for ownership, depreciation, and operating expenses and not on published rental rates.

If the Contractor has submitted an intent to claim and wants to pursue the claim further, the Contractor shall submit a written full claim to the Project Director within ninety (90) days after the date the Contractor became aware of the basis of the claim or should have known of the basis of the claim, whichever is earlier. The Project Director will issue written acknowledgement of the receipt of the full claim.

The Contractor waives any right to a claim if the Project Director was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs, or if an Intent to Claim or a full claim was not filed on the date required.

1. The written full claim must include all of the following:

- a. The act, event, or condition giving rise to the claim;
- b. The contract provisions that apply to the claim and that provide for the requested relief;
- c. The item or items of contract Work affected and how they were affected;
- d. The specific relief requested, including, but not limited to, contract time if applicable, and the basis upon which it was calculated;
- e. Revised progress schedules; and
- f. A certification signed by the Contractor that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the contract adjustment that the Contractor believes is due.

2. To be considered, the written full claim must show:
 - a. That the Contractor suffered damages or delay;
 - b. The damages or delay were caused by the act, event, or condition listed in the claim; and
 - c. That the Contract entitled the Contractor to relief due to the act, event, or condition specified in the Claim.

The Agency may request the Contractor to provide additional information relating to the full claim at any time before issuing a decision. The Contractor shall provide the Agency with the requested additional information within thirty (30) days of receiving a request. Failure to furnish the additional information may be regarded as a waiver of the claim.

The Project Director will issue a decision within ninety (90) days after receipt of all information relating to the claim. The Project Director's decision is final and conclusive unless the Contractor files a claim under sec. 350 of the Legislative Procurement Procedures.

SECTION FIVE

Proposal Format and Content

5.01 GENERAL INSTRUCTIONS:

The Agency discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors should follow the format set out in this Section Five (Proposal Format and Content) and provide all of the information requested.

Offerors must submit (a) one original hard copy and a USB flash drive containing a print-ready electronic PDF version of their technical proposal and one original hard copy of their cost proposal to the Issuing Office mailing or hand delivery address listed on Page 1 of this RFP; **OR** (b) one PDF version via email per the instructions in paragraph 1.16 (Proposal Delivery and Acceptance) of Section One (Notices to Offerors) of this RFP.

The proposal must be split into two parts: 1) a technical proposal and 2) a cost proposal.

5.02 TECHNICAL PROPOSAL FORMAT:

All proposals shall include the following items in the order as shown. Please be as concise and clear as possible.

Cover Letter:

Provide a cover letter on the Offeror's letterhead signed by a person with the authority, including, but not limited to, fiscal authority and authority contractually to bind the Offeror, certifying the accuracy of all information in the proposal. This Cover Letter should have the Offeror's name, address, telephone number, fax number, Alaska business license number or other forms of evidence (see page 5, paragraph 1.03 (Alaska Business License) of the Notices to Offerors of this RFP for requirements), and tax identification number, and must state whether the Offeror qualifies as an Alaska Offeror (see page 8, paragraph 1.18 (Preference for Alaska Offeror) of the Notices to Offerors of this RFP for criteria to qualify).

Include in the cover letter a comprehensive but succinct narrative statement that demonstrates a thorough understanding of the proposed contract. This statement must address the evaluation criteria under Section Six (Evaluation Criteria) of this RFP.

Prior Experience and Business References:

Submit a statement of experience and qualifications for the Work within the RFP documents in 8 ½" x 11" format. This element of the proposal submittal is limited to fifteen (15) pages. It shall include, but not be limited to, the following:

- A narrative description of Offeror's firm.
- A detailed list of any previous projects of similar size and nature.
- Evidence that demonstrates the firm's timely and successful completion of similar projects.
- An organizational chart and a personnel roster that identifies the proposed project team who will perform the required services. The chart must contain staff titles and illustrate the lines of authority and display the designated individuals responsible and accountable for the completion of all the required services.

- Resume for each individual who will perform the required services and certificates and/or evidence of qualifications if required for the services.
- Letters of reference from similar projects.

5.03 COST PROPOSAL REQUIREMENTS:

One (1) copy of the COST PROPOSAL FORM must be submitted in a **separate** sealed envelope marked COST PROPOSAL FORM with the RFP number on the outside of the envelope or emailed per the instructions on page 7, paragraph 1.16 (Proposal Delivery and Acceptance) of the Notices to Offerors of this RFP.

SECTION SIX

Evaluation Criteria

It is the Agency's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below. The total number of points used to score the responses is 100. A sample evaluation form is also included which lists the questions that will be used by the PEC to evaluate the proposals.

METHOD OF AWARD: Award will be accomplished in two (2) stages.

In the first stage, the PEC will assign points to those proposals that are determined to be responsive by the Agency. Upon completion of the evaluation scoring by the PEC, the Agency will calculate the pricing and scoring of all responsive proposals. The Agency will then prepare a summary of the evaluation and scoring.

In the second stage, Offerors whose proposals are considered reasonably susceptible of award may be given the opportunity to discuss the Offeror's proposal with the PEC at the discretion of the Agency. The evaluation of a proposal may be adjusted as a result of a discussion under this paragraph.

The conditions, terms, or price of a proposal may be altered or otherwise changed during the course of the discussions, except that an alteration or other change must be within the scope of this RFP and may not amount to a material modification of the requirements of this RFP. The Agency may limit discussion to specific sections of the RFP. Any oral modification of a proposal shall be reduced to writing by the Offeror. If discussions are held, the Agency may set a date and time for the submission of best and final proposals. If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's previous offer is considered the Offeror's best and final proposal. If best and final proposals have been requested, final evaluations will be conducted. At the conclusion of the final evaluation, the highest ranked Offeror will be considered the prospective Successful Offeror.

If during discussions under the preceding paragraph, there is a need for a material modification in the RFP, the RFP may be cancelled, or the RFP will be amended to incorporate the change and the amended RFP distributed as a new RFP.

EVALUATION OF PROPOSALS: The process of evaluation is based on factors defined in this RFP.

PEC members may or may not have specialized knowledge or technical expertise regarding all of the information submitted for evaluation. It is the Offeror's responsibility to fully explain in layman's terms the advantages, attributes, benefits, and technical aspects of all information they feel is pertinent to the Agency's decision-making process in awarding points. Proposals that merely propose to meet or exceed the requirements with no further explanation will not garner additional evaluation points.

PEC members will individually read and rate each Offeror's proposal and will exercise independent judgment and base their evaluation on the evaluation criteria set out in this RFP. In exercising independent judgment, PEC members may take into consideration their personal knowledge and experiences.

After completion of individual ratings, the PEC will meet to discuss proposals. PEC members may then alter their ratings; however, any changes shall be based solely on the criteria set out in this Section Six (Evaluation Criteria).

If any scores are tied, the Offeror submitting the lowest Total Price Offer on the Cost Proposal Form after application of the 5% Bidders Preference, will prevail. If proposals are tied in scoring and in Total Price Offer, a random drawing will break the tie.

Offeror's shall not contact any member of the PEC but may contact the Supply Officer.

EVALUATION FACTORS:

6.01 Understanding of the Project – 20 Percent

- 1) How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the Offeror addressed pertinent issues and potential problems related to the project?
- 3) How well has the Offeror clearly detailed their approach to the work to be performed?
- 4) How well has the Offeror demonstrated an understanding of the deliverables the Agency expects it to provide?

6.02 Offerer Experience and Qualifications – 40 Percent

- 1) Has the Offeror demonstrated substantial experience on similar projects?
- 2) How well has the Offeror demonstrated the competency of the Offeror and the individuals performing the work on the issues involved in the work?
- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 4) How extensive is the applicable experience of the personnel designated to work on the project?

6.03 Contract Cost – 40 Percent

Converting Cost to Points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. All Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. Points will be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5). The Agency's Supply Officer will be calculating this section of the evaluation form.

Formula for Converting Cost to Points

$$([PRICE\ OF\ LOWEST\ COST\ PROPOSAL] \times [MAXIMUM\ POINT\ FOR\ COST]) \div (COST\ OF\ EACH\ HIGHER\ PRICED\ PROPOSAL)$$

SECTION SEVEN

Sample Evaluation Form _____

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out below. The total number of points used to score this proposal is 100.

Person or Firm Name: _____

Name of Proposal Evaluation Committee Member: _____

Date of Review: _____

RFP Number: _____

A. Understanding of the Project – 20 Percent

(Maximum Point Value for this Section – 20 Points [100 Points x 20% = 20 Points])

Scale Rating 1 : 20 where 1=lowest and 20=highest; Median Score 10

- 1) How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?

- 2) How well has the Offeror addressed pertinent issues and potential problems related to the project?

- 3) How well has the Offeror clearly detailed their approach to the work to be performed?

- 4) How well has the Offeror demonstrated an understanding of the deliverables the Agency expects it to provide?

Evaluator's Point Total for Section A

B. Offerer Experience and Qualifications – 40 Percent

(Maximum Point Value for this Section – 40 Points [100 Points x 40% = 40 Points])

Scale Rating 1 : 40 where 1=lowest and 40=highest; Median Score: 20

- 1) Has the Offeror demonstrated substantial experience on similar projects?

- 2) How well has the Offeror demonstrated the competency of the Offeror and the individuals performing the work on the issues involved in the work?

- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

- 4) How extensive is the applicable experience of the personnel designated to work on the project?

Evaluator's Point Total for Section B

C. Contract Cost – 40 Percent

(Maximum Point Value for this Section –40 Points [100 Points x 40% = 40 Points])

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. All Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. Points will be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5). The Agency's Supply Officer will be calculating this section of the evaluation form.

Formula for Converting Cost to Points (The amount of each cost proposal is reached after applying any applicable bidder's preferences.)

([PRICE OF LOWEST COST PROPOSAL] X [MAXIMUM POINT FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL) = POINTS

a. Price of Lowest Cost Proposal _____

b. Maximum Points for Cost 40 Points

c. Total of a times b _____

d. Cost of Higher Price Proposal _____

e. Divide c by d = _____ Points

Evaluator's Point Total for Section C _____

**EVALUATOR'S COMBINED TOTAL
FOR SECTION AVERAGES A THROUGH C** _____

COST PROPOSAL FORM

Project (RFP) Number:	635
Project (RFP) Title and Description:	Alaska State Capitol Restoration of Portico Columns

OFFEROR

Offeror: _____

List your exact legal name. If you are a corporation or other organization, list name as it appears on the Articles of Incorporation or other documents under which you organized.

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Limited Partnership

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other Entity _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Fax No.: _____

Tax Identification No.: _____ Business License No.: _____

Indicate if you qualify as an Alaska Offeror. ☐ Yes ☐ No (See RFP for criteria to qualify.)

The Offeror hereby offers the total price offer listed below in accordance with the RFP requirements;

1. Total cost for a Contractor to provide the Work necessary to complete the Alaska State Capitol Restoration of Portico Columns Project:

\$ _____

By signature on this Cost Proposal Form, the Offeror certifies that the Offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals. ***If an Offeror fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the Offeror.***

AUTHORIZED SIGNATURE: _____

PRINTED SIGNATURE: _____

TITLE: _____

DATE: _____

Offerors may use the boxes on the left to check off items when completed.

This checklist is intended as a reminder of certain items to be included in the proposal but is not intended to be a complete list of what must be included in the proposal.



TO INCLUDE:

- ☐ Cost Proposal Form
- ☐ Evidence of a valid Alaska Business License (if license number is not written on the Cost Proposal Form)
- ☐ A signed copy of each amendment issued
- ☐ Contractor's Questionnaire

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Restoration of Portico Columns

- B. Project Location: Alaska State Capitol
4th Street
Juneau, AK 99801

- C. Owner: State of Alaska Legislative Affairs Agency
State Capitol Rm 3
Juneau, AK 99801-1182

- 1. Owner's Representative:

- John Cayce, Building Manager / Project Director
Wk Phone: 907-465 -3708
Email: John.Cayce@akleg.gov

- D. Architect: Jensen Yorba Lott, Inc
522 West 10th Street
Juneau, Alaska 99801

- 1. Architects Representative:

- Wayne Jensen, Project Manager,
Wk Phone: 907-789-1070
Email: wayne@jensenyorbalott.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. The Work involves the four marble columns supporting the Portico at the main entry to the Alaska Capitol. The Work includes sealing cracks, removing stains, honing the exterior surfaces, cleaning and applying water repellant to the columns.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.5 SEQUENCED CONSTRUCTION

- A. The Work shall be sequenced in coordination with the Project Director to allow use of the main entry at all times.
- B. Before commencing Work of each sequence space, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for the Work.

1.6 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner in writing not less than 72 hours in advance of activities that will affect Owner's operations.
 - a. Do not proceed without written permission from Owner

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday, unless otherwise approved.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Project Director and Architect will return RFIs submitted to Project Director and Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Project Director and Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Action: Project Director will review each RFI, determine action required, and respond. Allow seven working days for response for each RFI.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Project Director 's action may include a request for additional information, in which case time for response will date from time of receipt of additional information.

3. Project Director's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to "General Conditions."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Director in writing within 10 days of receipt of the RFI response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule day before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
- B. Distribution: Distribute copies of approved schedule to Project Director and Architect, separate contractors, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection of existing facility.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- B. Sanitary Facilities: Use of Owner's designated toilets, wash facilities, and drinking water for use of construction personnel is permitted.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- E. Telephone Service:
 - 1. Provide superintendent with cellular telephone.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- C. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. General Conditions "Substitution Procedures" for requests for substitutions.
 - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Project Director's and Architects Action: If necessary, Project Director and Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in General Conditions "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in General Conditions. Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products will be considered.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products will be considered.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in General Conditions "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Progress cleaning.
 - 3. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 017300

SECTION 040140 – STONE REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- 1.2 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 SUMMARY

A. Section Includes:

1. Injection of cracks with epoxy to re-glue the marble columns.
2. Patching, if required, of stone column capitals.
3. Removing oxide stains and other contaminants from the marble columns.
4. Re-honing of exterior surfaces of the marble columns to produce an even sheen.
5. Re-pointing of mortar joints, if required, between column sections. .
6. Final cleaning of column surfaces.
7. Application of penetrating water repellent to limit water intrusion into the stone.

1.4 PREINSTALLATION MEETINGS

A. Pre-Installation Conference: Conduct conference at Project site.

1. Review procedures related to stone repair including, but not limited to, the following:
 - a. Verify stone repair specialist's personnel, equipment, and facilities.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Testing of small areas to avoid staining or other damage to stone.

1.5 SEQUENCING AND SCHEDULING

A. Work Sequence: Perform stone repair work in the following sequence unless otherwise approved, which includes work specified in this and other Sections:

1. Protect areas and materials in the vicinity of the columns to avoid staining or damaging nearby materials.
2. Inspect marble columns to identify all cracks requiring epoxy injection or face-sealing to contain epoxy resin.
3. Apply strippable face seals and injection ports over all surface-exposed cracks in preparation for epoxy resin injection.
4. After pre-testing in small, low-visibility column portion, as approved by Architect, inject all cracks in the columns with epoxy resin to re-glue the columns.

5. Remove strippable face-seals and injection ports from previously injected crack surfaces.
6. Inspect and patch existing stone capitals, if required.
7. Remove oxide staining and other contaminants which may interfere with subsequent work.
8. Dress outer faces of wider cracks to blend with marble appearance.
9. Re-hone existing marble columns to produce an even, medium sheen.
10. Examine, and if required, re-point existing mortar joints between column sections.
11. Remove any remaining contaminants, splatters, etc.
12. Apply penetrating water-repellent to stone columns and capitals.

1.6 SUBMITTALS

A. Product Data: For each type of product, submit the following:

1. Material descriptions.
2. Material Safety Data Sheets.
3. Manufacturer's product literature, including application directions, application conditions, test data substantiating that products comply with requirements, etc.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For stone repair specialist including field supervisors and workers.

B. Quality-control program.

C. Manufacturer's Certifications and Warranties:

1. For each product, provide manufacturer's written certification letter stating that its proposed products and installation methods are appropriate for the specific requirements of this project, that they will not stain or otherwise detrimentally affect the existing masonry or any new materials to be installed, etc.
2. For each product, submit the manufacturer's warranties, as required by these specifications.

D. Samples for Initial Selection: For the following:

1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching the existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each sample was made.
2. Stone Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of stone representative of the range of stone colors on the building.

- a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that matches the variations in existing stone when cured and dry.
3. Epoxy Injection Resin: Submit sample of marble, matching as closely as possible the existing marble, containing cracks injected with proposed epoxy resin, smallest appropriate size, to resemble actual injection of existing marble.
 - a. Purpose of this sample is to show that the proposed injection resin will not permeate the stone matrix and discolor it. Sample may contain natural cracks, or drilled holes, as needed to allow resin injection.
4. Re-Honed Marble Samples: Submit four samples of marble, matching as closely as possible the existing marble, roughly 12" square and ¾" thick, to illustrate a range of polish or sheen proposed for this application, as follows:
 - a. Obtain four samples matching as closely as possible the type, coloration, and condition of the existing marble, which is quite rough and eroded.
 - b. Hone three of these samples as needed to produce a sheen which is slightly greater than the existing sheen on each column's NW-facing quadrant, where the columns are least eroded. Hone these to produce a "least-honed" sample with a sheen matching the existing sheen on the NW column quadrants. Hone each of the two remaining samples to yet greater sheen levels. The Architect will select the desired sheen from these samples, which will then serve as the expected standard.
5. Sealed Marble Samples: Submit two marble samples, matching as closely as possible the type, coloration, and selected sheen level of the existing marble, roughly 12" square and ¾" thick, to illustrate the visual effect, if any, of the proposed water repellent, as follows:
 - a. Submit one sample of the marble, honed to the desired sheen level, with no repellent applied.
 - b. Submit second sample of the marble, honed to the desired sheen level, with the proposed water repellent applied per the manufacturer's directions.

1.8 QUALITY ASSURANCE

- A. Stone Repair Specialist Qualifications: Engage only specialty firms with a minimum of ten (10) years experience in performing specific portions of the work, such as epoxy injection, stone patching, honing, etc. Firms shall document experience in the type of work they propose to perform on this project, and shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance.
 1. Field Supervision: Stone repair specialist firms shall maintain full-time supervisors with minimum ten (10) years experience in the type of work being performed on Project site during times that stone repair work is in progress. The supervisor and all applicators shall have documentation of having been trained and certified by manufacturers of repair materials in the proper application of the products being used.
- B. Pre-Testing Mockups: It is important to avoid staining, discoloration, or other visually detrimental effects, and to produce visually acceptable results. To limit risk of any problems,

pre-test mockup areas as described in Part 3 approved mock-ups may become part of completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with each portion of specified work only when existing and forecasted weather conditions permit the specific work to be performed according to product manufacturers' written instructions and specified requirements. If existing or forecasted conditions fall outside the acceptable conditions when work must proceed, provide tenting as required to protect the work from the weather for the durations required by the product manufacturers.
- B. Temperature Limits, General: Different aspects of the work specified in this section have different temperature requirements, and will not perform properly when temperatures fall outside the manufacturers' recommended ranges. Perform all work within the temperature ranges stipulated by the specific product manufacturer. If existing or forecasted temperatures fall outside the acceptable ranges when work must proceed, provide tenting and heat, (or cooling), as required to maintain temperatures within acceptable ranges for the durations required by the product manufacturers.
- C. Cold-Weather Requirements for Stone Patching and Re-Pointing of Mortar Joints: Comply with the following procedures unless otherwise indicated:
 - 1. When air temperature is, or is forecasted to be, below 40 deg F, heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 60 deg F.
 - 2. When mean daily air temperature is, or is forecasted to be, below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect stone repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.

- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repairing stone (restoration mortar, epoxy resin, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.
- B. Pre-Testing: Pre-test all products at locations as directed by Architect.

2.2 EPOXY INJECTION MATERIALS

- A. Epoxy Injection Grout: Two-component, low-viscosity epoxy, high-modulus structural injection resin, ASTM C-881, usable in wet substrates, which will not stain existing marble or adjacent work. Subject to compliance with these requirements and successful pre-testing, use:
 - 1. KonTek 111 LV-IR, or approved equal.
- B. Epoxy Surface Seal Adhesive: Two-component, strippable, non-sag epoxy paste adhesive designed for sealing crack surfaces in preparation for epoxy injection, which will not stain existing marble or adjacent work. Subject to compliance with these requirements and successful pre-testing, use:
 - 1. KonTek 136 R-SEAL, or approved equal.
- C. Injection Ports: Use plastic or other injection ports intended for and compatible with the specified injection and surface-sealing materials.

2.3 MARBLE CLEANING MATERIALS

- A. Poultice: Non-acidic blend of dry clays and mild detergent, which is mixed with water to produce a smooth paste, which will not stain, etch, or otherwise damage the existing marble or adjacent work. Subject to compliance with these requirements and successful pre-testing, use:
 - 1. ProSoCo Sure-Klean Marble Poultice, or approved equal.
- B. Poultice Protective Paper: Semi-impermeable protective paper designed for keeping poultice moist. Subject to compliance with these requirements and successful pre-testing, use:
 - 1. ProSoCo Enviro-Klean OverCoat, or approved equal.
- C. Poultice Additives: Clear liquid additives designed for removing metallic salts, oxide stains, and other stains from marble and other stones which will not etch, stain, or otherwise damage the existing marble. Subject to compliance with these requirements and successful pre-testing, use:

1. ProSoCo Sure-Klean T-1087 Special Poultice Additive, or T-1047 Iron Stain Remover, or approved equal.
- D. Marble Cleaner: Non-acidic, low-odor gel designed for cleaning of polished stone which will not etch, stain, or otherwise detrimentally affect the existing marble or nearby masonry. Subject to compliance with these requirements and successful pre-testing, use:
1. ProSoCo Stand-Off Liquid Marble Cleaner, or approved equal.

2.4 STONE PATCHING MATERIALS

- A. Stone Patching Compound for Column Capitals: If required by existing damage to stone capitals, apply factory-mixed cementitious product designed for patching specific stone to which it is applied. Patching mortar to be vapor-permeable at least to same degree as base stone materials, have low shrinkage characteristics, lower modulus of elasticity than stone to which it is applied, and form tenacious bonds to the stone to which it is applied. Formulate patching compound in colors, textures, and grain to match stone to which it is applied. Subject to compliance with these requirements and successful pre-testing, use:
1. Cathedral Stone Products Inc. Jahn M70 Limestone and Sandstone Repair Mortar, or approved equal.
- B. Stone Patching Compound for Marble Columns: Where required by existing damage to marble columns, or as required to conceal over wide, epoxy-injected cracks, apply knife-grade epoxy-resin product designed for patching specific stone to which it is applied. Formulate patching compound in colors, textures, and grain to match stone to which it is applied. Subject to compliance with these requirements and successful pre-testing, use:
1. Tenax Rivo 15 or 50, or approved equal.
 2. Tenax Tepox Epoxy Colorant, or approved equal
 3. Aggregate: selected marble sand and dust, other sands as needed to match existing adjacent stone.

2.5 RE-POINTING MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white, gray, or both, as where required for color matching of mortar. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C-114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Sand: ASTM C 144. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match. Use natural sand or ground marble, granite, or other sound stone of color necessary to match existing mortar color.

- E. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars. Add pigments per manufacturer's directions to match existing mortar color. Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Davis Colors Inc. True Tone Mortar Colors, Solomaon Colors Inc. SGS Mortar Colors, or approved equal.
- F. Water: Potable.

2.6 RE-POINTING MORTAR MIXES

- A. Re-Pointing Mortar: Site mixed or pre-batched mortar may be used. Re-pointing mortar to match existing mortar in color, texture, and grain size, and be softer than the stone to which it is applied. Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer. Where mortar pigments are required for color-matching existing mortar, limit pigments to a maximum of 10% by weight of cementitious materials, except limit carbon black to 2%. Do not use admixtures unless otherwise directed. Mortar shall be ASTM C-270, Type N, with 1:1:6 Portland Cement:Lime:Sand proportions, unless this mix is shown to perform inadequately for this application.

2.7 PENETRATING WATER REPELLENT

- A. Penetrating Water Repellent: Non film-forming, vapor permeable, Silane or Siloxane-based penetrating water repellent designed to penetrate and seal limestone, marble, and other calcareous stone and other natural stone materials against the intrusion of liquid water. Subject to compliance with these requirements and successful pre-testing, use the more effective of the following:
 - 1. ProSoCo Sure-Klean Weather Seal Natural Stone Treatment, or approved equal.
 - 2. ProSoCo StandOff SLX100 Water & Oil Repellent

2.8 HONING EQUIPMENT AND MATERIALS

- A. Equipment: Subject to approval of final appearance of sample area, contractor may use small hand-held disk grinders or similar small equipment to achieve properly re-honed surfaces. If power equipment produces flat areas or other defects, hand-honing may be necessary.
- B. Abrasive Materials: Use diamond grit abrasive pads, suitable for dry or wet use, no coarser than 60-grit, and no finer than about 400-grit, to produce desired sheen, as selected by Architect on the basis of mockup samples.

2.9 ACCESSORY MATERIALS

- A. Masking Tape: Non-staining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
1. Previous effectiveness in performing the work involved.
 2. Minimal possibility of damaging exposed surfaces.
 3. Consistency of each application.
 4. Uniformity of the resulting overall appearance.
 5. Do not use products or tools that could leave residue on surfaces

PART 3 - EXECUTION

3.1 PROTECTION

- A. General: Review each product manufacturer's specific application directions and install all protection as required to limit dust, prevent staining, etching, or otherwise marring existing surfaces, maintain acceptable temperature and humidity ranges.
- B. Splatters and Staining: Protect all permanent surfaces below and near the work to prevent mortar splatters and epoxy staining.
- C. Provide tenting, temporary heat, misting, and other conditioning as needed for optimal effectiveness of the installed products.

3.2 EPOXY INJECTION OF MARBLE COLUMN CRACKS

- A. General: The following procedures apply to the injection of cracks in the marble columns. Follow manufacturer's specific installation procedures. Where these conflict with specifications, consult with Architect and manufacturer before proceeding.
- B. Pre-Testing: To limit risk of staining or other detrimental effects, perform specified injection work in low-visibility location, as directed by Architect, as a trial run before proceeding with general application. Review results of testing as late after initial injection as possible without delaying critical-path work scheduling before general application, and not less than 3 days after injection. Include in testing removal of epoxy face seal, surface epoxy, and dressing of cracks to allow full evaluation of results.
- C. Crack Cleaning and Preparation: Clean cracks of all contaminants using compressed air or other appropriate means. Remove any soft, brittle stone, if any, from crack edges to allow face seals to adhere to sound substrates.
- D. Face Sealing of Cracks: Install injection ports over all detectable cracks at spacing appropriate for specific conditions, generally 4"-8" apart. At cracks wider than 1/16" located in visible column portions, install face seal paste into cracks between ports, without blocking the injection ports, to create 1/4"-3/8" recessed surfaces in the injected epoxy resin to allow surface dressing. Apply epoxy putty cap seal and injection ports over all detectable cracks to prevent escape of epoxy resin filler. Use strippable materials which will not permanently stain the stone. Allow the face seal material to set sufficiently to resist subsequent injection pressures without displacement.

- E. Epoxy Resin Injection: Mix resin components per manufacturer's directions as required to achieve viscosities appropriate for crack conditions. Inject resin per manufacturer's directions. Perform injection using equipment with automatic pressure control able to inject adhesive at any pre-set pressure up to 150 psi, +/-5 psi. and with volume-ratio controls to inject adhesive within a 5% tolerance of manufacturer-recommended ratios. Begin injection at lowest injection port and continue till epoxy appears at next port up, then cap lower port and proceed to injecting next higher port, and continue this process till full height and extent of crack is filled with epoxy adhesive. After epoxy resin has set sufficiently, remove all face-seals, backer rod, set epoxy spills, etc. to expose stone surfaces. Where larger visible cracks occur, remove face-seal paste to create ¼"-3/8" deep reveals to receive dressing to match column appearance.

3.3 CLEANING AND OXIDE STAIN REMOVAL

- A. Pre-Testing of Oxide Removal: Prior to general application, perform testing of two small, low-visibility areas, using ProSoCo T-1047 Iron-Oxide Poultice Additive and T-1087 Special Poultice Additive to evaluate which is more effective at removing oxide staining on existing columns. Mix additives with specified Poultice and apply over test areas per manufacturer's directions. After poultice has dried, clean off all residue and examine underlying stone. Repeat application if needed to fully remove staining.
- B. Oxide Stain Removal: After determining the best poultice additive through pre-testing, proceed with general application of poultice mixed with selected additive. Mix poultice with clean water and additive and apply per manufacturer's directions, using trowels or other equipment, to produce a ¼" thick layer of poultice over stained areas. Apply only when temperatures needed for proper oxide stain extraction prevail, or if needed, provide tenting and heating to maintain proper temperature ranges. If needed to prevent premature drying under hot or windy conditions, apply semi-permeable protection paper over poultice to slow down moisture loss. Allow to sit 12-24 hours. If protection paper was used, remove after sufficient dwell time, as determined by field testing, and allow poultice to dry another 2-4 hours, till the poultice develops a network of cracks. Remove dried poultice with trowels, spatulas, or other suitable devices which will not scratch the marble, then wash off with water and sponge or cloth. If needed to remove any residual staining, repeat this procedure another time, and consult with Architect to determine acceptable oxide removal levels.
- C. Pre-Testing of Marble Cleaner: Prior to general application, perform testing of two small, low-visibility areas, using specified marble cleaner over test areas per manufacturer's directions. Leave cleaner on for 15-20 minutes, then rinse fully, allow to dry, and evaluate results. Consult with Architect to determine acceptable cleaning levels. Repeat application if needed to fully remove all contaminants, stains, etc.
- D. Marble Cleaning: After determining the most effective cleaning methods through pre-testing, apply specified cleaner to all column surfaces, including over areas previously treated with oxide removing poultice, using a soft-bristled nylon brush. Leave cleaner on for 15-20 minutes, or as determined by pre-testing, then rinse thoroughly and wipe off with clean cloths or sponges. Repeat application as needed to completely remove all contaminants and stains.

3.4 REPAIR OF COLUMN CAPITALS

- A. Examination: Examine existing stone capitals for any spalls, cracks, or other damage, if any, and document with photographs and drawings showing locations of any damage. Notify Architect of any findings and consult regarding suitable repair methods for any defects.
- B. Repair of Spalls, Voids, and Similar Defects: In general, clean off any loose stone materials and patch any spalled areas or voids with specified repair mortars, mixed per manufacturer's directions to visually blend with existing stone being repaired. Re-build any spalled areas to be completely flush with, and blended invisibly with adjacent surfaces, in several lifts if needed, per manufacturer's directions.

3.5 SURFACE DRESSING OF CRACKS AND VOIDS

- A. Pre-Testing and Mockups of Dressing Methods: Prior to commencing general application, pre-test products and methods at low-visibility location as directed by Architect. Remove any loose stone from areas abutting voids or cracks to be repaired, clean and prepare these to receive epoxy surface dressing. Mix epoxy resin with colorants and aggregates as needed to match existing adjacent stone in color, texture, mottling, and other visual characteristics and fill test voids or cracks using putty knife or similar tools. Smooth newly-placed epoxy resin to be completely flush with adjacent stone surfaces and allow to set fully. After epoxy has fully set, hone epoxy repairs and adjacent stone to the desired sheen level. Do not proceed with general application until after Architect approves repair mockup.
- B. Repair of Voids, Cracks, and Similar Defects: Where cracks wider than about 1/16" occur in visible areas, remove previously applied epoxy paste face seals and new epoxy as needed to create 1/4"-3/8" deep reveals. Clean and prepare all surfaces to receive epoxy surface dressings as needed to achieve complete bond of new epoxy. Mix epoxy resin with colorants and aggregates as needed to match existing adjacent stone in color, texture, mottling, and other visual characteristics and fill voids or cracks using putty knife or similar tools. Smooth newly-placed epoxy resin to be completely flush with adjacent stone surfaces and allow to set fully. After epoxy has fully set, hone epoxy repairs and adjacent stone to the desired sheen level.

3.6 RE-HONING OF COLUMN SURFACES'

- A. Samples of Honing Methods: Prior to commencing column re-honing, obtain a minimum of four samples of marble, as described in Part 1 of this Section, and hone each to progressively higher levels of sheen, the least of which should approximate the existing sheen on the NW quadrant of each column. Architect will select desired sheen, to be used as a standard for the general honing levels.
- B. Pre-Testing and Mockups of Honing Methods: Prior to commencing column re-honing, pre-test proposed honing methods in low-visibility location as directed by Architect. Re-hone mockup area using proposed methods and grits to achieve desired sheen. Do not proceed with general re-honing until Architect approves mockup.
- C. Re-Honing of Columns: Contractor may propose dry or wet honing methods to achieve best results, as long as dust is controlled adequately. With dry honing, provide suitable equipment with vacuum hoses to limit dust. If needed, provide tenting or other dust-control measures to

limit dust migration outside work zone. Wear protective clothing and respirators to safeguard workers. Use variable grits of diamond abrasive discs, as appropriate for existing conditions, generally ranging from 60-grit to 400 grit. Examine existing column surfaces and commence honing with 100-grit diamond abrasive pads or as warranted by existing surface erosion in specific locations. Progress to 150 grit, 300 grit, etc. as required to achieve the desired sheen. Exercise great care to avoid creating any “flat” spots or other defects, and produce an even, smooth sheen at all column surfaces.

3.7 RE-POINTING OF MORTAR JOINTS

- A. Examination: Examine existing mortar joints between column sections for cross-cracking, delamination from stone, surface erosion and crumbling, loose mortar, and other defects. Photograph all observed defects and consult with Architect. If existing mortar joints display excessive cracking, erosion, delamination, or other defects, re-point such joints, either selectively or wholesale, as warranted by conditions.
- B. Re-Pointing Submittals: If re-pointing is required, mix at least three re-pointing mortar samples, using cement, lime, aggregates, and pigments as required to produce mortar matching as closely as possible existing mortar on columns, and submit to Architect for selection of desired color and texture. This will then serve as the standard for subsequent re-pointing work.
- C. Where re-pointing is required, as directed by Architect, grind existing joints to a depth of $\frac{3}{4}$ ". Exercise extreme care and use guides as needed to avoid grinding or damaging stone, removing only the outer faces of the existing mortar. Clean out joints with compressed air and pre-wet stone within and near joint areas. Fill dampened joints with approved re-pointing mortar, in three rapidly successive lifts, compressing each lift within the joints. Do not allow successive lifts to harden or set between lifts, and apply additional mortar lifts in quick succession to optimize bond between lifts. Firmly tool final lift to a concave profile, slightly recessed from outer stone surface, to assure bonding with abutting stone faces and underlying mortar, and to densify mortar surface. If required by excessively dry or hot ambient conditions, provide water misting for 3 days after mortar has begun to set to avoid excessively rapid moisture loss from fresh mortar. Do not apply misting pre-maturely to avoid runs and stains on stone. Clean off any mortar platters or staining from stone face while mortar is still wet.

3.8 APPLICATION OF PENETRATING REPELLENT

- A. Pre-Testing of Penetrating Repellents: Prior to general application, prepare two sample areas in low-visibility locations as outlined in Paragraph 1.8(B) 5 under Quality Assurance. Apply each of two specified repellents, one to each sample location, following manufacturer's directions, and allow to cure. Examine treated areas for any darkening and discoloration, and test both areas per RILEM method to evaluate effectiveness of repellents. If inadequate performance is achieved, defined by loss of more than 0.5 mls. In 20 minutes, consult with manufacturer concerning possible 2-coat application. Perform 2 coat application at new test locations if advised by manufacturer, allow to cure, then re-examine for visual effects and re-test. Loss of 0.5 mls. In 20 minutes shall define minimum acceptable performance. Architect will select specific repellent product and application methods based on test results and visual impacts.
- B. Application of Repellent: After determining the most acceptable repellent product and method, apply selected repellent product using a low-pressure sprayer per manufacturer's directions for

specific product. Brush out and wipe off any drips or runs which do not penetrate within about 3 minutes.

3.9 FINAL CLEANING & DISPOSAL

- A. Final Cleaning & Debris Removal: After all work is completed, clean off any remaining splatters, remove masking and protective tenting, scaffolding, excess materials, and other foreign materials. Vacuum and/or rinse and wipe off any dusty surfaces, clean windows, and perform all cleaning as needed to produce completely clean, dust-free surfaces throughout work area and beyond if dust had migrated outside work zone.
- B. Disposal of Unused Excess Materials, Debris, Masking, and Other Foreign Materials: Excess materials may be left with the owner, as directed by owner, only to the extent that they can be re-used for future maintenance of completed work. Dispose of any other excess materials and debris in accordance with all applicable federal, state, and local requirements. Other than specific materials left with the owner for future maintenance, do not leave any debris, masking, or other foreign materials at the project site.

END OF SECTION 040140

ALASKA STATE CAPITOL
RESTORATION OF
PORTICO COLUMNS
JUNEAU, ALASKA
November, 2018

ARCHITECT
JENSEN YORBA LOTT, INC
522 WEST 10TH STREET
JUNEAU, ALASKA 99801
(907) 586-1070
FAX (907) 586-3959

SHEET INDEX

A001	COVER SHEET, ABBREVIATIONS, SYMBOLS & INDEX
A101	SITE PLAN
A201	GROUND FLOOR PLAN
A301	BUILDING ELEVATION
A302	PORTICO - EXTERIOR ELEVATIONS
A401	ENLARGED PORTICO GROUND & 1ST FLOOR PLANS

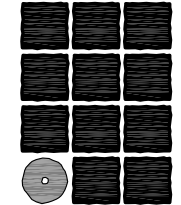
ABBREVIATIONS

Z	ANGLE	EJ	EXPANSION JOINT	ID	INSIDE DIAMETER	PR	PAIR	TOC	TOP OF CONCRETE
AC	ASPHALT CONCRETE	EL	ELEVATION	INSUL	INSULATION	PWD	PLYWOOD	TOD	TOP OF DECK
ACM	ASBESTOS CONTAINING MATERIAL	ELEC	ELECTRICAL	INT	INTERIOR			TPD	TOILET PAPER DISPENSER
ACP	ACOUSTICAL CEILING PANEL	ELEV	ELEVATOR			R	RISER	TRD	TREAD
ADJ	ADJUSTABLE	EMER	EMERGENCY	JAN	JANITOR	RAD	RADIUS	TRTD	PRESSURE TREATED
AFF	ADJUSTABLE	ENCL	ENCLOSURE	JT	JOINT	RD	ROOF DRAIN	TOW	TOP OF WALL
AIB	AIR INFILTRATION BARRIER	EPDM	ETHYLENE PROPYLENE DIANE MONOMER	LAB	LABORATORY	REF	REFERENCE	TYP	TYPICAL
AL	ALUMINUM		EXPANDED POLYSTYRENE	LAM	LAMINATE	REFR	REFRIGERATOR		
APPROX	APPROXIMATE	EPS	EQUAL	LAV	LAVATORY	REINF	REINFORCED	UL	UNDERWRITERS LABORATORIES
ARCH	ARCHITECTURAL	EQ	EQUIPMENT	LB	POUND	REQ	REQUIRED	UNF	UNFINISHED
ASB	ASBESTOS	EOP	EXISTING	LT	LIGHT	RESIL	RESILIENT	UON	UNLESS OTHERWISE NOTED
		EXT	EXTERIOR			RH	ROBE HOOK	UR	URINAL
BD	BOARD			MIR	MIRROR	RL	RAIN LEADER		
BLDG	BUILDING	FA	FIRE ALARM	MAX	MAXIMUM	RM	ROOM	VERT	VERTICAL
BLKG	BLOCKING	FD	FLOOR DRAIN	MDO	MEDIUM DENSITY OVERLAID	RO	ROUGH OPENING	VEST	VESTIBULE
BM	BEAM	FDN	FOUNDATION	MECH	MECHANICAL	RUB	RUBBER	VR	VAPOR RETARDER
BOT	BOTTOM	FEC	FIRE EXTINGUISHER CABINET	MEMB	MEMBRANE			VTR	VENT THROUGH ROOF
		FF	FINISH FLOOR	MFR	MANUFACTURER	SASU	SELF ADHERING SHEET	WB	WEATHER BARRIER
CAB	CABINET	FHC	FIRE HOSE CABINET	MH	MANHOLE		UNDERLAYMENT	WC	WATER CLOSET
CB	CATCH BASIN	FIN	FINISH	MIN	MINIMUM	SCD	SEAT COVER DISPENSER	WD	WOOD
CEM	CEMENT	FLASH	FLASHING	MISC	MISCELLANEOUS	SCHED	SCHEDULE	WP	WATERPROOF
CG	CORNER GUARD	FLR	FLOOR	MTD	MOUNTED	SF	SQUARE FOOT	WR	WASTE RECEPTACLE
CI	CAST IRON	FOC	FACE OF CONCRETE/CURB	MTL	METAL	SFRM	SPRAYED FIRE-RESISTIVE MATERIAL	WSCOT	WAINSCOT
CLG	CEILING	FOF	FACE OF FINISH	MUL	MULLION	SHR	SHOWER	WT	WEIGHT
COL	COLUMN	FOS	FACE OF STUD			SHTH	SHEATHING	WWF	WELDED WIRE FABRIC
CONC	CONCRETE	FRP	(GLASS) FIBER REINFORCED PLASTIC	NIC	NOT IN CONTRACT	SIM	SIMILAR		
CONT	CONTINUOUS			NO OR #	NUMBER	SND	SANITARY NAPKIN DISPENSER		
CTR	CENTER	FR	FIRE RETARDANT	NTS	NOT TO SCALE	SNR	SANITARY NAPKIN RECEPTACLE		
CTSK	COUNTERSUNK	FT	FOOT OR FEET			SPEC	SPECIFICATIONS		
		FTG	FOOTING	OA	OVERALL	SQ	SQUARE		
DBL	DOUBLE	FURR	FURRING	OC	ON CENTER	SQFT	SQUARE FOOT		
DEPT	DEPARTMENT			OD	OUTSIDE DIAMETER	SQYD	SQUARE YARD		
DF	DRINKING FOUNTAIN			OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	SS	STAINLESS STEEL		
DET	DETAIL	GA	GAUGE	OFOI	OWNER FURNISHED CONTRACTOR INSTALLED	STA	STATION		
DIA	DIAMETER	GALV	GALVANIZED			STC	SOUND TRANSMISSION CLASS		
DIM	DIMENSION	GB	GRAB BAR			STD	STANDARD		
DISP	DISPENSER	GL	GLASS			STL	STEEL		
DN	DOWND	GWB	GYPSPUM WALL BOARD	OFD	OFFICE	STOR	STORAGE		
DR	DOOR	GYP	GYPSPUM	OPNG	OPENING	STRUCT	STRUCTURAL		
DS	DOWNSPOUT	HB	HOSE BIBB	OPP	OPPOSITE	SUSP	SUSPENDED		
DWG	DRAWING	HOWD	HARDWOOD	OSB	ORIENTED STRAND BOARD	SY	SQUARE YARD		
DWR	DRAWER	HM	HOLLOW METAL			TB	TOWEL BAR		
		HORIZ	HORIZONTAL			TC	TOP OF CURB		
EA	EACH	HR	HOUR	PL	PLATE	TEL	TELEPHONE		
EF	EXHAUST FAN	HT	HEIGHT	PLAM	PLASTIC LAMINATE	TEMP	TEMPORARY		
EFIS	EXTERIOR INSULATION & FINISH SYSTEM	HW	HOT WATER	PLAS	PLASTER	T&G	TONGUE & GROOVE		
				PC	PRE-CAST				
				PF	PRE-FINISHED				

SYMBOLS

BUILDING SECTION	XX Axxx	SECTION NUMBER SHEET NUMBER
EXTERIOR ELEVATION	XX Axxx	ELEVATION NUMBER SHEET NUMBER
WALL SECTION	XX Axxx	SECTION NUMBER SHEET NUMBER
DETAIL REFERENCE	XX Axxx	DETAIL NUMBER SHEET NUMBER
COLUMN GRID LINE	A	GRID NUMBER
INTERIOR ELEVATION	A000 A000	ELEVATION NUMBER SHEET NUMBER
PARTITION OR WALL TYPE	XX	PARTITION OR WALL TYPE
WINDOW TYPE	XX	WINDOW TYPE LETTER
DOOR TYPE	XX	DOOR TYPE NUMBER

KEY NOTE	XXX	KEY NOTE NUMBER
DEMO KEY SYM	XX	DEMO NOTE NUMBER
EQUIPMENT SYM	XX	EQUIPMENT NOTE NUMBER
REV SYM	XX	REVISION NOTE NUMBER
ROOM TITLE	ROOM NAME 1 ROOM NAME 2 ROOM NUMBER	ROOM NAME ROOM NUMBER
EXISTING TO REMAIN	84B	DOOR NUMBER (WHERE INDICATED) EXISTING RELITE/WINDOW
NEW CONSTRUCTION	180A 180C	DOOR NUMBER RELITE/WINDOW NUMBER
EXISTING TO REMOVE		DOOR TO REMOVE RELITE/WINDOW TO REMOVE WALL TO REMOVE
RATED WALL	1 HOUR	1 HOUR
RATED WALL	2 HOUR	2 HOUR

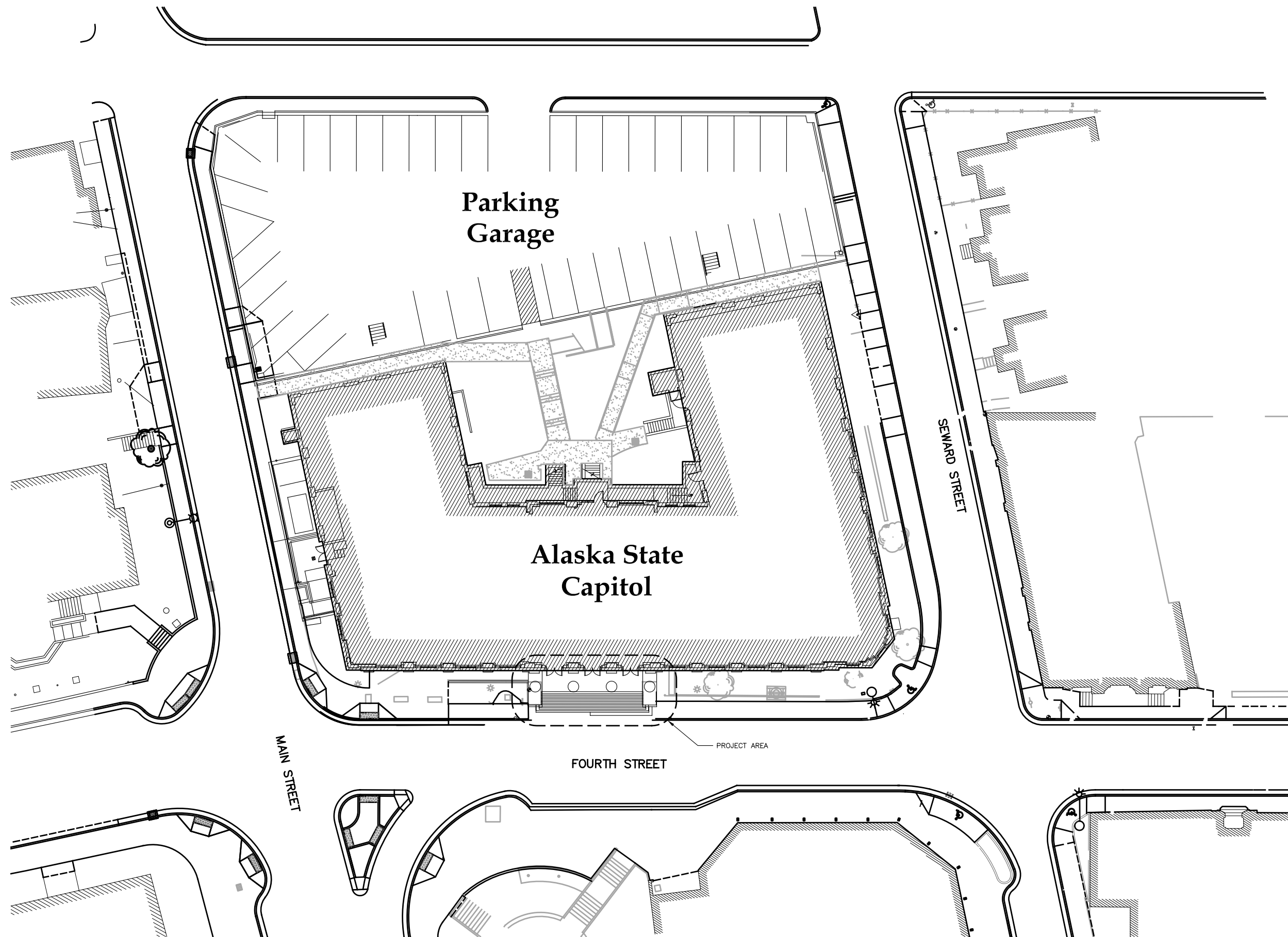


Jensen
Yorba
Lott
Inc.

522 West 10th Street
Juneau, Alaska 99801
phone 907-586-1070
fax 907-586-3959
jensenyorbalott.com

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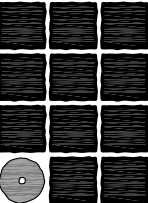


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SITE PLAN

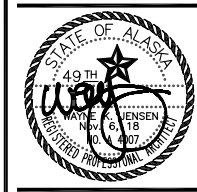
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**Jensen
Yorba
Lott**
Inc.

522 West 10th Street
Juneau, Alaska 99801
phone 907-586-1070
fax 907-586-3959
jensenyorbalott.com



Alaska State Capitol
**Restoration of
Portico Columns**
Juneau, Alaska

REVISIONS	
△	
△	
△	
SHEET TITLE	
SITE PLAN	
DATE: November, 2018	
FILE: 18025	



Restoration of Portico Columns

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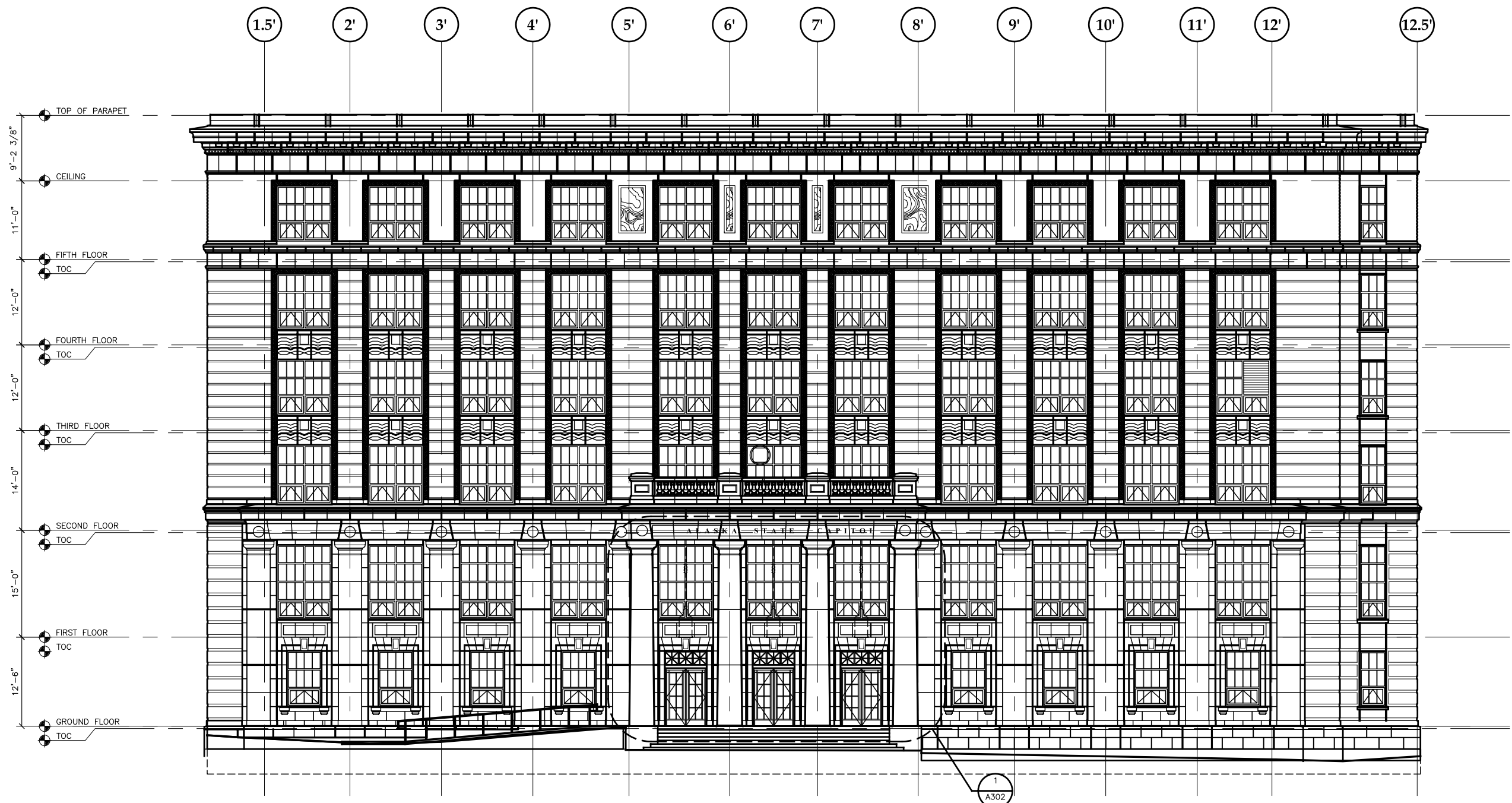
ET TITLE
ROUND
LOOR PLAN

TE: November, 2018
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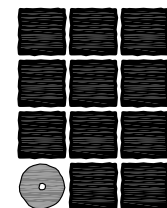


1 GROUND FLOOR PLAN SCALE: 0 4' 8' 16'



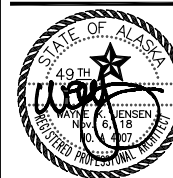
1 SOUTH ELEVATION WITH PORTICO

SCALE: 0 4' 8' 16'



**Jensen
Yorba
Lott**
Inc.

522 West 10th Street
Juneau, Alaska 99801
phone 907-586-1070
fax 907-586-3959
jensenyorbalott.com



Alaska State Capitol
**Restoration of
Portico Columns**
Juneau, Alaska

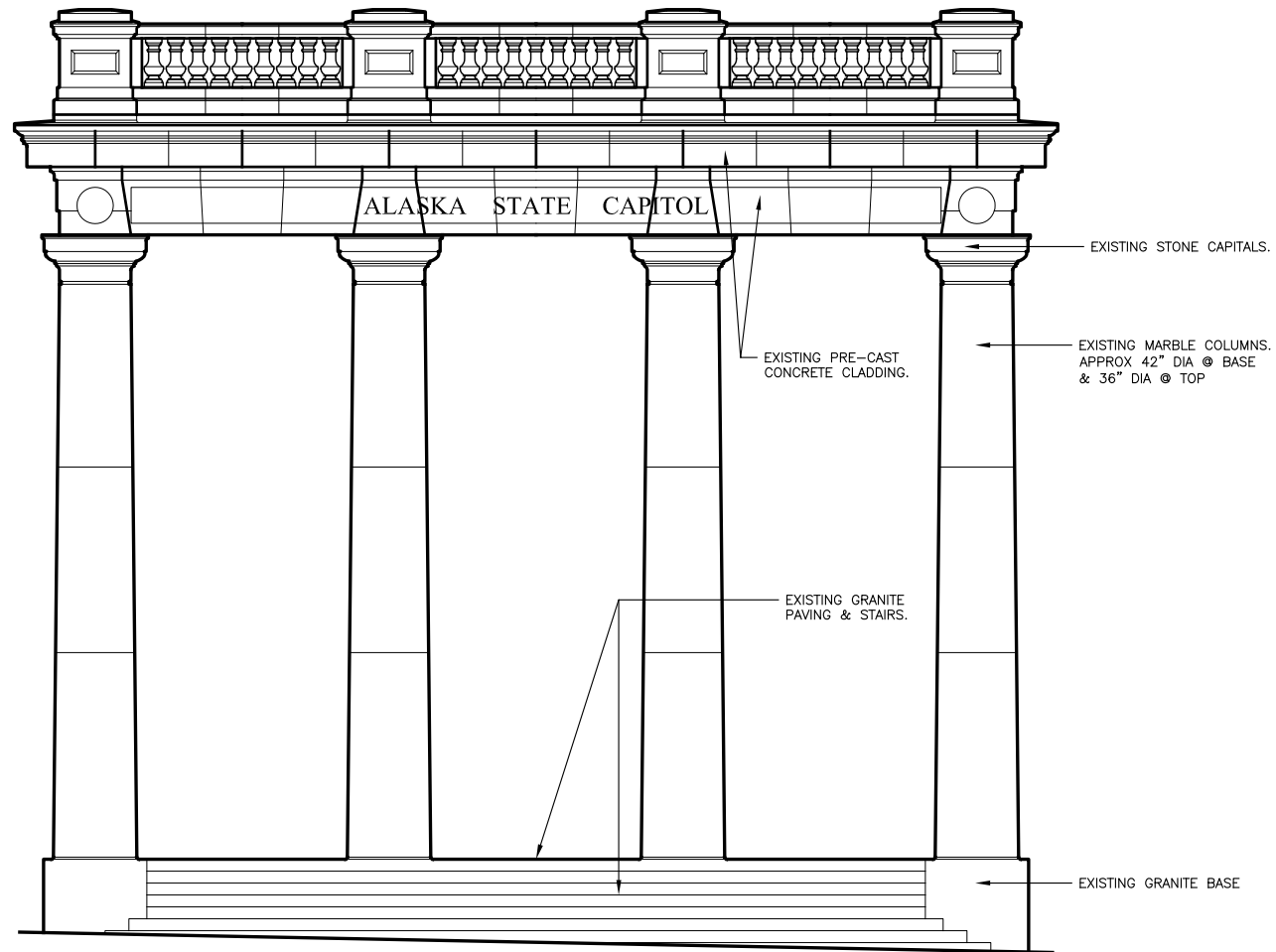
REVISIONS



SHEET TITLE
**BUILDING
ELEVATION**

DATE: November, 2018
FILE: 18025

A301



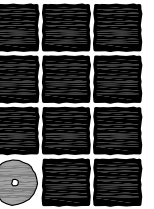
1 ELEVATION @ PORTICO

SCALE: 0 2' 4' 8'



1 PHOTO @ PORTICO

SCALE: 0 2' 4' 8'
SCALE IS APPROXIMATE



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522 West 10th Street
Juneau, Alaska 99801
phone 907-586-1070
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Alaska State Capitol
**SEISMIC RETROFIT
& EXTERIOR RENOVATION**
PHASE II
Juneau, Alaska

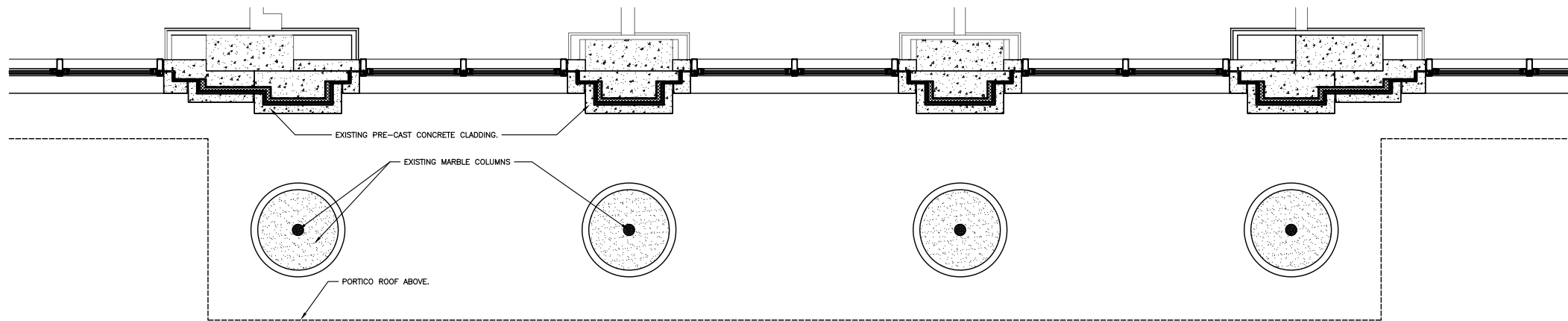


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SHEET TITLE
PORTICO -
EXTERIOR
ELEVATIONS

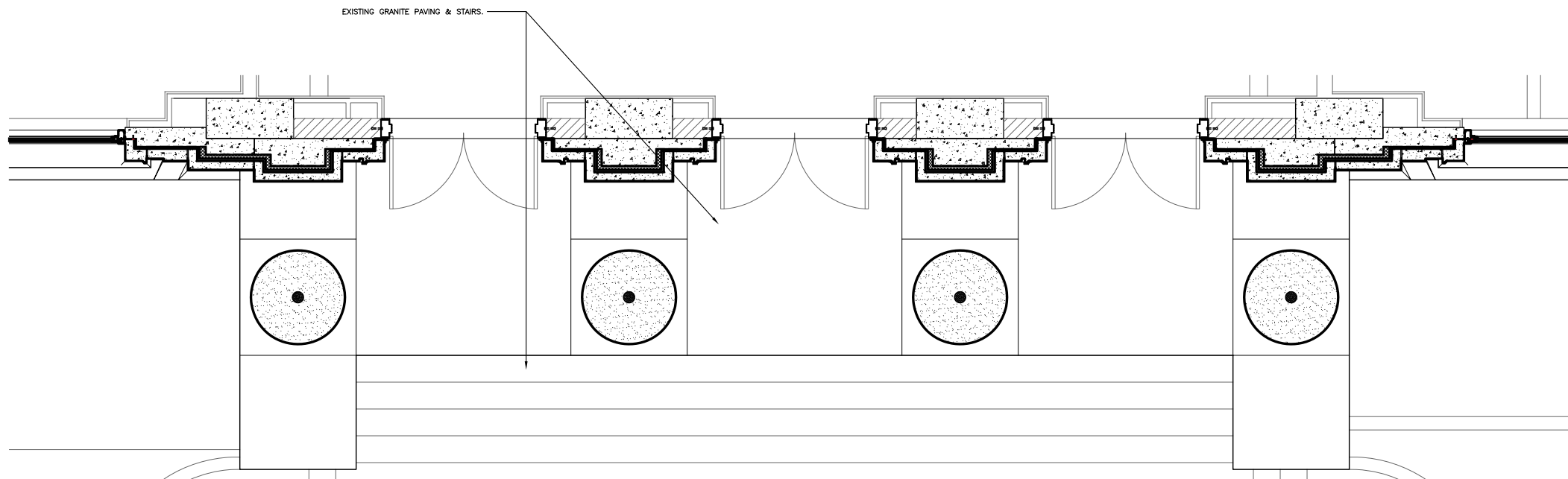
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FILE: 12053

A302



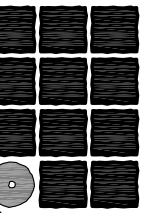
2 ENLARGED FIRST FLOOR PLAN

SCALE: 0 2' 4' 8'



1 ENLARGED GROUND FLOOR PLAN

SCALE: 0 2' 4' 8'



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Yorba
Lott**
Inc.

522 West 10th Street
Juneau, Alaska 99801
phone 907-586-1070
fax 907-586-3959
jensenyorbalott.com



Alaska State Capitol
**Restoration of
Portico Columns**
Juneau, Alaska

REVISIONS	
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SHEET TITLE
ENLARGED
PORTICO -
GROUND & 1ST
FLOOR PLANS

DATE: November, 2018
FILE: 18025

A401

**STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
CONTRACTOR'S QUESTIONNAIRE**

Project (ITB) Number: _____

Project (ITB) Name & Location: _____

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?

☐ Yes☐ No

If yes, explain: _____

2. Describe any arrangements you have made to finance this work:

B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project. (If not applicable write in N/A in on first line of Item Column)

[illegible]

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? ☐ Yes ☐ No

If yes, describe type, quantity, and approximate cost: _____

4. Do you propose to rent any equipment for this work? ☐ Yes ☐ No

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. ON-SITE WORK SUPERINTENDENT

1. Please provide the name, local address, and contact telephone number of the on-site work superindent.

Name: _____

Local Address: _____

Contact Phone: _____

I hereby certify that the above statements are true and complete

Name of Contractor

Signature

Date

Name and Title of Person Signing



**STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
SUBCONTRACTOR LIST**

(First tier subcontractors only)

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of a written notice from the Agency.

Failure to submit this form with all required information by the due date may 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 subcontractor, indicate the portion or percent of work to be done by each.

Check as applicable:

☐

All work on the below-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.

or

☐

Subcontractor List is as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY

I hereby certify that the above listed licenses and registrations were valid at the time bids or proposals were received for this project.

(authorized signature)

DATE

CONTRACTOR

PROJECT NAME

PROJECT NUMBER

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PAYMENT BOND

Bond No. _____

For

PROJECT NAME AND NUMBER

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That

of _____ as Principal,

and _____

of _____ as Surety,

firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of _____ Dollars

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on Page 2

INSTRUCTIONS

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

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number:

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of _____ Dollars

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on Page 2

INSTRUCTIONS

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

Laborers' & Mechanics' Minimum Rates of Pay

Effective September 1, 2018
Issue 37



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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

September 1, 2018

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2018.

All projects with a final bid date of September 11, 2018, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in black ink, reading "Heidi Drygas".

Heidi Drygas
Commissioner

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Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

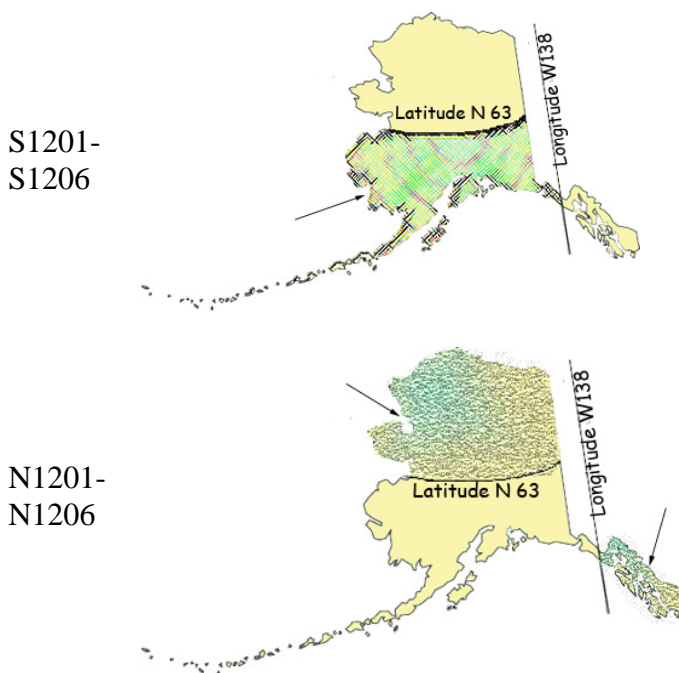
Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers' and Mechanics' Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department's existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

APPRENTICE HIRING REQUIREMENTS

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

Boilermakers	Elevator Constructors & Mechanics	Plumbers and Pipefitters
Bricklayers	Insulation Workers	Roofers
Carpenters	Ironworkers	Sheetmetal Workers
Cement Masons	Laborers	Surveyors
Culinary Workers	Mechanics	Sprinkler Fitters
Electricians	Millwrights	Truck Drivers
Equipment Operators	Painters	Tug Boat Workers
	Piledriving Occupations	Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: statewide.wagehour@alaska.gov

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2017, and remains in effect through June 30, 2019. This determination will be applied to projects with a bid submission deadline on or after July 1, 2017 and to projects previously covered by the 2015 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
statewide.wagehour@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
statewide.wagehour@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS NOTICE REQUESTS

If you would like to receive Wage and Hour Administration or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

Publications are also available online at <http://labor.alaska.gov/lss/home.htm>

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Tim Banach, Individual
Boulder Creek Electric

Debarment Expires

February 23, 2021
February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

						VAC	SAF	
A0101	Boilermaker (journeyman)	46.17	8.57	15.63	1.65	3.00	0.34	75.36

Bricklayers & Blocklayers

**See note on last page if remote site

						L&M		
A0201	Blocklayer	40.81	9.83	8.50	0.55	0.15	0.74	60.58

Bricklayer

Marble or Stone Mason

Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)

Terrazzo Worker

Tile Setter

						L&M		
A0202	Tuck Pointer Caulker	40.81	9.83	8.50	0.55	0.15	0.74	60.58

Cleaner (PCC)

						L&M		
A0203	Marble & Tile Finisher	34.79	9.83	8.50	0.55	0.15	0.74	54.56

Terrazzo Finisher

						L&M		
A0204	Torginal Applicator	38.83	9.83	8.50	0.55	0.15	0.74	58.60

Carpenters, Statewide

**See note on last page if remote site

						L&M	SAF	
A0301	Carpenter (journeyman)	38.34	10.08	14.63	0.95	0.10	0.10	64.20

Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N0401	Group I, including:	37.88	8.21	11.80	1.18	0.10		59.17

Application of Sealing Compound

Application of Underlayment

Building, General

Cement Mason (journeyman)

Concrete

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	37.88	8.21	11.80	1.18	L&M 0.10	59.17
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Concrete Paving
Curb & Gutter, Sidewalk
Curing of All Concrete
Grouting & Caulking of Tilt-Up Panels
Grouting of All Plates
Patching Concrete
Screed Pin Setter
Spackling/Skim Coating

N0402	Group II, including:	37.88	8.21	11.80	1.18	L&M 0.10	59.17
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Form Setter

N0403	Group III, including:	37.88	8.21	11.80	1.18	L&M 0.10	59.17
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Concrete Saw (self-powered)
Curb & Gutter Machine
Floor Grinder
Pneumatic Power Tools
Power Chipping & Bushing
Sand Blasting Architectural Finish
Screed & Rodding Machine Operator
Troweling Machine Operator

N0404	Group IV, including:	37.88	8.21	11.80	1.18	L&M 0.10	59.17
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Application of All Composition Mastic
Application of All Epoxy Material
Application of All Plastic Material
Finish Colored Concrete
Guniting Nozzleman
Hand Powered Grinder
Tunnel Worker

N0405	Group V, including:	38.13	8.21	11.80	1.18	L&M 0.10	59.42
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Plasterer

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401	Group I, including:	37.63	8.21	11.80	1.18	L&M 0.10	58.92
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Cement Masons, Region II (South of N63 latitude)								
**See note on last page if remote site								
S0401	Group I, including:	37.63	8.21	11.80	1.18	L&M	0.10	58.92
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
S0402	Group II, including:	37.63	8.21	11.80	1.18	L&M	0.10	58.92
	Form Setter							
S0403	Group III, including:	37.63	8.21	11.80	1.18	L&M	0.10	58.92
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
S0404	Group IV, including:	37.63	8.21	11.80	1.18	L&M	0.10	58.92
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
S0405	Group V, including:	37.88	8.21	11.80	1.18	L&M	0.10	59.17
	Plasterer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers * See note on last page							
A0501	Baker/Cook	28.37	7.40	6.97		LEG 0.07	42.81
A0503	General Helper	25.05	7.40	6.97		LEG 0.07	39.49
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	28.97	7.40	6.97		LEG 0.07	43.41
A0505	Head Housekeeper	25.45	7.40	6.97		LEG 0.07	39.89
	Head Kitchen Help						
Dredgemen **See note on last page if remote site							
A0601	Assistant Engineer	39.51	9.80	12.25	1.00	L&M 0.10	62.66
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.35	9.80	12.25	1.00	L&M 0.10	61.50
A0603	Fireman	38.79	9.80	12.25	1.00	L&M 0.10	61.94
A0605	Leverman Clamshell	42.04	9.80	12.25	1.00	L&M 0.10	65.19
A0606	Leverman Hydraulic	40.28	9.80	12.25	1.00	L&M 0.10	63.43
A0607	Mate & Boatman	39.51	9.80	12.25	1.00	L&M 0.10	62.66
A0608	Oiler (dredge)	38.79	9.80	12.25	1.00	L&M 0.10	61.94
Electricians							
A0701	Inside Cable Splicer	39.82	13.05	13.63	0.95	L&M 0.20 LEG 0.15	67.80

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Electricians								
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	39.49	13.05	13.87	0.95	L&M 0.20	LEG 0.15	67.71
A0703	Power Cable Splicer	54.39	13.05	18.82	0.95	L&M 0.20	LEG 0.15	87.56
A0704	Tele Com Cable Splicer	48.70	13.05	15.48	0.95	L&M 0.20	LEG 0.15	78.53
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	52.64	13.05	18.77	0.95	L&M 0.20	LEG 0.15	85.76
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	46.95	13.05	15.43	0.95	L&M 0.20	LEG 0.15	76.73
A0707	Straight Line Installer - Repairman	46.95	13.05	15.43	0.95	L&M 0.20	LEG 0.15	76.73
A0708	Powderman	50.64	13.05	18.71	0.95	L&M 0.20	LEG 0.15	83.70
A0710	Material Handler	26.57	12.27	4.80	0.15	L&M 0.15	LEG 0.15	44.09
A0712	Tree Trimmer Groundman	27.54	13.05	11.82	0.15	L&M 0.15	LEG 0.15	52.86
A0713	Journeyman Tree Trimmer	36.21	13.05	12.08	0.15	L&M 0.15	LEG 0.15	61.79
A0714	Vegetation Control Sprayer	39.66	13.05	12.18	0.15	L&M 0.15	LEG 0.15	65.34
A0715	Inside Journeyman Communications CO/PBX	38.07	13.05	13.58	0.95	L&M 0.20	LEG 0.15	66.00
Elevator Workers								
A0802	Elevator Constructor	38.82	15.42	16.61	0.61	L&M 0.36	VAC 4.04	75.86
A0803	Elevator Constructor Mechanic	55.45	15.42	16.61	0.61	L&M 0.36	VAC 6.16	94.61

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Heat & Frost Insulators/Asbestos Workers								
**See note on last page if remote site								
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	SAF	0.12	60.25
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	SAF	0.12	60.25
A0904	Insulator, Group II	38.68	9.24	11.01	1.20	SAF	0.12	60.25
A0905	Fire Stop	38.68	9.24	11.01	1.20	SAF	0.12	60.25
IronWorkers								
**See note on last page if remote site								
A1101	Ironworkers, including:	37.90	8.73	21.18	1.57	L&M	IAF	
	Bender Operators					0.20	0.36	69.94
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
A1102	Helicopter	38.90	8.73	21.18	1.57	L&M	IAF	
	Tower (energy producing windmill type towers to include nacelle and blades)					0.20	0.36	70.94
A1103	Fence/Barrier Installer	34.40	8.73	20.93	1.47	L&M	IAF	
	Guard Rail Installer					0.20	0.36	66.09
A1104	Guard Rail Layout Man	35.14	8.73	20.93	1.47	L&M	IAF	
						0.20	0.36	66.83
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
**See note on last page if remote site								
N1201	Group I, including:	30.26	8.70	17.06	1.25	L&M	LEG	
	Asphalt Worker (shovelman, plant crew)					0.20	0.20	57.67

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1201	Group I, including:	30.26	8.70	17.06	1.25	0.20	0.20	57.67
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, sack & patch, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscape or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	31.26	8.70	17.06	1.25	0.20	0.20	58.67

Burning & Cutting Torch

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1202	Group II, including:	31.26	8.70	17.06	1.25	0.20	0.20	58.67
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Guniting Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
N1203	Group III, including:	32.16	8.70	17.06	1.25	0.20	0.20	59.57
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1203	Group III, including:	32.16	8.70	17.06	1.25	0.20	0.20	59.57

Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	35.44	8.70	17.06	1.25	0.20	0.20	62.85

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N1205	Group IV	19.83	8.70	17.06	1.25	0.20	0.20	47.24

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	38.98	5.99	17.06	1.25	0.20	0.20	63.68

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	30.26	8.70	17.06	1.25	0.20	0.20	57.67

Asphalt Worker (shovelman, plant crew)
Brush Cutter
Camp Maintenance Laborer
Carpenter Tender or Helper
Choke Setter, Hook Tender, Rigger, Signalman
Concrete Labor (curb & gutter, chute handler, curing, grouting, sack & patch, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	30.26	8.70	17.06	1.25	0.20	0.20	57.67
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscape or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	31.26	8.70	17.06	1.25	0.20	0.20	58.67
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	31.26	8.70	17.06	1.25	0.20	0.20	58.67

Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Guniting Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
S1203	Group III, including:	32.16	8.70	17.06	1.25	0.20	0.20	59.57

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	35.44	8.70	17.06	1.25	0.20	0.20	62.85

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1204	Group IIIA	35.44	8.70	17.06	1.25	0.20	0.20	62.85

Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
S1205	Group IV	19.83	8.70	17.06	1.25	0.20	0.20	47.24

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
S1206	Group IIIB	38.98	5.99	17.06	1.25	0.20	0.20	63.68

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Millwrights

						L&M		
A1251	Millwright (journeyman)	36.99	10.08	12.28	1.00	0.40	0.05	60.80

						L&M		
A1252	Millwright Welder	37.99	10.08	12.28	1.00	0.40	0.05	61.80

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N1301	Group I, including:	32.09	8.21	11.90	1.08	0.07		53.35

Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

						L&M		
N1302	Group II, including:	32.61	8.21	11.90	1.08	0.07		53.87

Bridge Painter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region I (North of N63 latitude)								
**See note on last page if remote site								
N1302	Group II, including:	32.61	8.21	11.90	1.08		L&M 0.07	53.87
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							
N1304	Group IV, including:	39.28	8.21	14.23	1.05		0.05	62.82
	Glazier							
	Storefront/Automatic Door Mechanic							
N1305	Group V, including:	29.13	8.21	5.02	0.83		0.07	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Painters, Region II (South of N63 latitude)								
**See note on last page if remote site								
S1301	Group I, including :	30.13	8.21	11.85	1.08		L&M 0.07	51.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							
S1302	Group II, including :	31.38	8.21	11.85	1.08		L&M 0.07	52.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region II (South of N63 latitude)								
**See note on last page if remote site								
S1303	Group III, including :	31.48	8.21	11.85	1.08	L&M		52.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	39.53	8.21	13.23	1.08	L&M		62.12
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	29.13	8.21	5.02	0.83	L&M		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Piledrivers								
**See note on last page if remote site								
A1401	Piledriver	38.34	10.08	14.63	0.95	L&M		64.20
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	14.63	0.95	L&M		65.20
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	14.63	0.95	L&M		68.51
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) ***See note on last page	82.45	10.08	14.63	0.95	L&M		108.31
A1405	Diver (standby) ***See note on last page	42.65	10.08	14.63	0.95	L&M		68.51

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Piledrivers								
**See note on last page if remote site								
A1406	Dive Tender ***See note on last page	41.65	10.08	14.63	0.95	L&M	IAF	67.51
						0.10	0.10	
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	14.63	0.95	L&M	IAF	69.76
						0.10	0.10	
Plumbers, Region I (North of N63 latitude)								
N1501	Journeyman Pipefitter	41.46	8.25	16.90	1.25	L&M	S&L	68.51
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
S1501	Journeyman Pipefitter	39.00	9.58	13.87	1.25	L&M		63.90
	Plumber					0.20		
	Welder							
Plumbers, Region IIA (1st Judicial District)								
X1501	Journeyman Pipefitter	38.02	13.37	11.25	2.50	L&M		65.38
	Plumber					0.24		
	Welder							
Power Equipment Operators								
**See note on last page if remote site								
A1601	Group I, including:	40.28	9.80	12.25	1.00	L&M		63.43
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation								

Power Equipment Operators

**See note on last page if remote site

							L&M	
A1601	Group I, including:	40.28	9.80	12.25	1.00	0.10		63.43

Concrete Hydro Blaster

Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))

(a) Hydralifts or Transporters, (all track or truck type)

(b) Derricks

(c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

Drag Scraper, Yarder, and similar types

Drilling Machines, Core, Cable, Rotary and Exploration

Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine

Helicopters

Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat

Hydro Ax, Feller Buncher & similar

Hydro Excavation (Vac-Truck and Similar)

Licensed Line & Grade

Loaders (2 1/2 yards through 5 yards, including all attachments):

(a) Forklifts (with telescopic boom & swing attachment)

(b) Front End & Overhead, (2-1/2 yards through 5 yards)

(c) Loaders, (with forks or pipe clamp)

(d) Loaders, (elevating belt type, Euclid & similar types)

Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)

Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer

Micro Tunneling Machine

Mixers: Mobile type with hoist combination

Motor Patrol Grader

Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield

Off-Road Hauler (including Articulating and Haul Trucks)

Operator on Dredges

Piledriver Engineer, L.B. Foster, Puller or similar paving breaker

Plant Operator (Asphalt & Concrete)

Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)

Remote Controlled Equipment

Scraper (through 40 yards)

Service Oiler/Service Engineer

Shot Blast Machine

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

**See note on last page if remote site

A1601	Group I, including:	40.28	9.80	12.25	1.00	L&M	0.10	63.43
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Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
Sideboom (under 45 tons)
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)
Sub Grader (Gurries, Reclaimer & similar types)
Tack Tractor
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
Wate Kote Machine

A1602	Group IA, including:	42.04	9.80	12.25	1.00	L&M	0.10	65.19
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Camera/Tool/Video Operator (Slipline)
Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
Cranes (over 45 tons or 150 feet including jib & attachments)
(a) Clamshells & Draglines (over 3 yards)
(b) Tower Cranes
Licensed Water/Waste Water Treatment Operator
Loaders (over 5 yards)
Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
Power Plants (1000 k.w. & over)
Quad
Scrapers (over 40 yards)
Screed
Shovels, Backhoes, Excavators with all attachments (over 3 yards)
Sidebooms (over 45 tons)
Slip Form Paver, C.M.I. & similar types

A1603	Group II, including:	39.51	9.80	12.25	1.00	L&M	0.10	62.66
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Boiler - Fireman
Cement Hogs & Concrete Pump Operator
Conveyors (except those listed in Group I)
Grade Checker
Hoists on Steel Erection, Towermobiles & Air Tuggers
Horizontal/Directional Drill Locator
Licensed Grade Technician
Locomotives, Rod & Geared Engines
Mixers
Screening, Washing Plant
Sideboom (cradling rock drill, regardless of size)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
**See note on last page if remote site								
A1603	Group II, including:	39.51	9.80	12.25	1.00	L&M	0.10	62.66
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
A1604	Group III, including:	38.79	9.80	12.25	1.00	L&M	0.10	61.94
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							
A1605	Group IV, including:	32.58	9.80	12.25	1.00	L&M	0.10	55.73
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

**See note on last page if remote site

A1605	Group IV, including:	32.58	9.80	12.25	1.00		L&M 0.10	55.73
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Steam Cleaner

Swamper (on trenching machines or shovel type equipment)

Roofers

**See note on last page if remote site

A1701	Roofer & Waterproofer	44.62	11.75	2.91	0.81		L&M 0.10	0.03 60.22
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A1702	Roofer Material Handler	31.23	11.75	2.91	0.81		L&M 0.10	0.03 46.83
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Sheet Metal Workers, Region I (North of N63 latitude)

N1801	Sheet Metal Journeyman	47.74	10.80	13.11	1.45		L&M 0.12	73.22
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Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial food service equipment

Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

Sheet Metal Workers, Region II (South of N63 latitude)

S1801	Sheet Metal Journeyman	42.70	10.80	13.49	1.68		L&M 0.43	69.10
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Air Balancing and duct cleaning of HVAC systems

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude)								
							L&M	
S1801	Sheet Metal Journeyman	42.70	10.80	13.49	1.68	0.43		69.10
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							
Sprinkler Fitters								
							L&M	
A1901	Sprinkler Fitter	47.25	9.67	14.10	0.52	0.25		71.79
Surveyors								
**See note on last page if remote site								
							L&M	
A2001	Chief of Parties	42.81	10.58	11.89	1.15	0.10		66.53
							L&M	
A2002	Party Chief	41.22	10.58	11.89	1.15	0.10		64.94
							L&M	
A2003	Line & Grade Technician/Office Technician/GPS, Drones	40.62	10.58	11.89	1.15	0.10		64.34
							L&M	
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	38.50	10.58	11.89	1.15	0.10		62.22
							L&M	
A2006	Chain Person (for crews with more than 2 people)	34.16	10.58	11.89	1.15	0.10		57.88

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Truck Drivers

**See note on last page if remote site

							L&M	
A2101	Group I, including:	39.59	10.58	11.89	1.15	0.10		63.31
	Air/Sea Traffic Controllers							
	Ambulance/Fire Truck Driver (EMT certified)							
	Boat Coxswain							
	Captains & Pilots (air & water)							
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards							
	Helicopter Transporter							
	Liquid Vac Truck/Super Vac Truck							
	Lowboys (including attached trailers & jeeps up to & including 8 axles)							
	Material Coordinator or Purchasing Agent							
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)							
	Semi with Double Box Mixer							
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
A2102	Group 1A including:	40.86	10.58	11.89	1.15	0.10		64.58
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)							
	Jeeps (driver under load)							
	Lowboys, including tractor attached trailers & jeeps, 9 axles, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)							
A2103	Group II, including:	38.33	10.58	11.89	1.15	0.10		62.05
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	Boom Truck/Knuckle Truck (over 5 tons)							
	Cacasco Truck/Heat Stress Truck							
	Construction and Material Safety Technician							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)							
	Mechanics							
	Oil Distributor Driver							
	Partsman							
	Ready-mix (up to & including 12 yards)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
**See note on last page if remote site								
A2103	Group II, including:	38.33	10.58	11.89	1.15		L&M 0.10	62.05
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
A2104	Group III, including:	37.51	10.58	11.89	1.15		L&M 0.10	61.23
	Boom Truck/Knuckle Truck (up to & including 5 tons)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
	Expeditor (electrical & pipefitting materials)							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Greaser - Shop							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							
A2105	Group IV, including:	36.93	10.58	11.89	1.15		L&M 0.10	60.65
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Cement Spreader, Dry							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Semi or Truck & Trailer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Truck Drivers

**See note on last page if remote site

A2105	Group IV, including:	36.93	10.58	11.89	1.15	L&M	0.10	60.65
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Tireman, Light Duty
Track Truck Equipment
Truck Vacuum Sweeper
Warehouseperson
Water Truck (Below 250 Bbls)
Water Truck (straight)
Water Wagon, Semi

A2106	Group V, including:	36.17	10.58	11.89	1.15	L&M	0.10	59.89
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Buffer Truck
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing
Attachments (up to & including 5 tons)
Bus Operator (up to 30 passengers)
Farm Type Rubber Tired Tractor (when material handling or pulling
wagons on a construction project)
Flat Beds, Single Rear Axle
Foam Distributor Truck Single Axle
Fuel Handler (station/bulk attendant)
Gear/Supply Truck
Gravel Spreader Box Operator on Truck
Hydro Seeders, Single axle
Pickups (pilot cars & all light-duty vehicles)
Rigger/Swamper
Tack Truck
Team Drivers (horses, mules, & similar equipment)

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

N2201	Group I, including:	33.29	8.70	17.06	1.25	L&M	0.20	LEG	0.20	60.70
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Brakeman
Mucker
Nipper
Storm Water Pollution Protection Plan Worker (SWPPP Worker -
erosion and sediment control Laborer)
Topman & Bull Gang
Tunnel Track Laborer

N2202	Group II, including:	34.39	8.70	17.06	1.25	L&M	0.20	LEG	0.20	61.80
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Burning & Cutting Torch

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N2202	Group II, including:	34.39	8.70	17.06	1.25	0.20	0.20	61.80

Certified Erosion Sediment Control Lead (CESCL Laborer)
Concrete Laborer
Floor Preparation, Core Drilling
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Nozzlemen, Pumpcrete or Shotcrete
Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	35.38	8.70	17.06	1.25	0.20	0.20	62.79

Miner
Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	38.98	8.70	17.06	1.25	0.20	0.20	66.39

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayer
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
N2206	Group IIIB, including:	42.88	5.99	17.06	1.25	0.20	0.20	67.58

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S2201	Group I, including:	33.29	8.70	17.06	1.25	0.20	0.20	60.70

Brakeman
Mucker
Nipper
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
Topman & Bull Gang
Tunnel Track Laborer

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S2202	Group II, including:	34.39	8.70	17.06	1.25	0.20	0.20	61.80

Burning & Cutting Torch
Certified Erosion Sediment Control Lead (CESCL Laborer)
Concrete Laborer
Floor Preparation, Core Drilling
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Nozzlemen, Pumpcrete or Shotcrete
Pipelayer Helper

						L&M	LEG	
S2203	Group III, including:	35.38	8.70	17.06	1.25	0.20	0.20	62.79

Miner
Retimberman

						L&M	LEG	
S2204	Group IIIA, including:	38.98	8.70	17.06	1.25	0.20	0.20	66.39

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayer
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
S2206	Group IIIB, including:	42.88	5.99	17.06	1.25	0.20	0.20	67.58

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M	
A2207	Group I	44.31	9.80	12.25	1.00	0.10	67.46

						L&M	
A2208	Group IA	46.24	9.80	12.25	1.00	0.10	69.39

						L&M	
A2209	Group II	43.46	9.80	12.25	1.00	0.10	66.61

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Tunnel Workers, Power Equipment Operators							
**See note on last page if remote site							
A2210	Group III	42.67	9.80	12.25	1.00	L&M 0.10	65.82
A2211	Group IV	35.84	9.80	12.25	1.00	L&M 0.10	58.99

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

*** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation