## REQUEST FOR PROPOSALS PACKAGE



#### RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

#### LEGISLATIVE AFFAIRS AGENCY

<u>Issuing Office Mailing Address</u>: State Capitol, Room 3, Juneau, AK 99801-1182 <u>Issuing Office Hand Delivery Address</u>: Terry Miller Legislative Office Building, 129 6<sup>th</sup> Street, Room 222, Juneau, Alaska

**RFP NO. 625** 

## "TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION"

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON MONDAY, MARCH 4, 2019. 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 NOTICES" 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 <u>Alaska Business License</u>: Prior to contract signing of a contract resulting from this RFP, the Successful Offeror must have a valid Alaska business license and any necessary applicable licenses or certificates required by Alaska Statute. Proposals must be submitted under the name as appearing, or that will appear, on the Offeror's Alaska business license in order to be considered. 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.
- 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 <u>Compliance of Specifications and Drawings</u>: 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 (<u>Project Director</u>) 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. (<u>Authorization of Changes within the General Scope</u>) of the General Conditions and Requirements of this RFP, as supplemented by paragraph 3.06 (<u>Change Order</u>) 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 <u>Local Building Codes</u>: 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 <u>Air Quality Control</u>: 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 <u>Proposal Delivery and Acceptance:</u> 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 along with the bid security 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 <u>Americans with Disabilities Act:</u> 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 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 <u>Additional Terms and Conditions:</u> 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 <u>Contract Negotiations:</u> 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 <u>Award of Contract:</u> <u>AWARD OF THIS RFP IS SUBJECT TO STATE OF ALASKA LEGISLATIVE COUNCIL APPROVAL.</u>
- 1.29 <u>Award Criteria:</u> 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 along with a bid security 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.

## MT Introduction \_\_\_\_\_

#### **2.01 PURPOSE OF RFP:**

The Agency intends to solicit proposals from general construction contractors (hereafter "Contractor") to perform the Terry Miller Legislative Office Building Window and Exterior Renovation Project (Work). The RFP is intended to encompass all labor, supervision, materials, tools, disposal, and equipment necessary for the complete construction of the Work.

#### 2.02 MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting is scheduled for 10:00 am Friday, February 15, 2019, at 129 6<sup>th</sup> Street, 1<sup>st</sup> floor Conference Room, Juneau, Alaska, with a site visit to follow.

#### **2.03 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 31<sup>st</sup> 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.

#### 2.04 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	February 1, 2019
Mandatory Pre-Proposal meeting	February 15, 2019
Deadline for Written Questions	February 22, 2019
Deadline for Receipt of Proposals – Proposals Opened	March 4, 2019
Notice of Intent to Award Contract Issued	March 18, 2019
Deadline for Receipt of Protest to the Contract Award	March 28, 2019
State Signs Contract and Contract Period Begin	April 1, 2019
Contract Period (Acceptance by State of Alaska) Ends	October 31, 2019

#### 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 "Terry Miller Legislative Office Building Window and Exterior Renovation", which are incorporated into this Section Three (Scope of Work and Products). The Work is located at the Terry Miller Legislative Office Building (TMLOB), 129 6<sup>th</sup> Street, Juneau, Alaska.
- b. The Work shall be sequenced in coordination with the Project Director and shall begin with the South side of the building facing Fifth Street and continue Westerly around the building.
- c. <u>Abatement</u>: Some minor and incidental asbestos may be in the TMLOB. It is expected that with care and diligence during the Work it can be handled appropriately. No design for abatement will be expected.

#### 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 (<u>Contractor's Responsibilities</u>) 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. (<u>Use of Premises</u>) 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. Terry Miller Legislative Office Building located at 129 6<sup>th</sup> 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 4<sup>th</sup> 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 (<u>Changes</u>) 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 <u>is not considered granted</u> 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:**

- <u>Pre-Construction Conference</u>: Prior to the commencement of Work at the site, a 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) progress procurement anticipated schedule; schedule major 3) of equipment/materials or items requiring a long lead time; 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.

- <u>Progress Meetings During Site Construction</u>: During the project, it is the Successful c. 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.

#### **LIQUIDATED DAMAGES:** 3.08

- Liquidated Damages shall be applicable to the Work because damages resulting a. 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

Original Contract Amount		Daily Charge
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
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\$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 TMLOB 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 "Terry Miller Legislative Office Building Window and Exterior Renovation" 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 the providing and installation of the TMLOB Window Replacement.
- 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 (<u>Indemnity</u>) 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: <a href="http://www.state.gov/g/tip/rls/tiprpt">http://www.state.gov/g/tip/rls/tiprpt</a>.

If an Offeror fails to comply with this paragraph 3.22 (<u>Human Trafficking</u>), 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 BID SECURITY:

a. All bids shall be accompanied by a bid security in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order made payable to the State of Alaska. The bid security is required in the amount of five (5) percent of the amount of the bid amount.

If the bidder fails to furnish an acceptable bid security with the bid, the bid will be rejected as non-responsive. An individual surety will not be accepted as a bid security. The bid securities of the two lowest bidders will be held by the Agency until the contract has been executed, after which such bid securities will be returned. All other bid securities will be returned as soon as practicable. If all bids are rejected, all bid securities will be returned as soon as practicable. (Bid Bond Form attached for Successful Offeror's use).

#### 3.30 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).

#### **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 the Project Director's 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. <u>Means & Methods</u>: 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. <u>Visits to Site/Place of Business</u>: 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. <u>Incomplete Proposal Documents</u>: 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. <u>Copies of Proposal Documents</u>: 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. <u>Scope of Work</u>: 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. <u>Intent of Contract Documents</u>: 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. <u>Discrepancy in Contract Documents</u>: 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. <u>Discrepancy Order of Precedence</u>: 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. Amendment(s) to Contract
  - ii. Contract
  - iii. Amendments issued by the Agency for the RFP
  - iv. Notices to Offerors
  - v. Scope of Work and Products
  - vi. General Conditions and Requirements
  - vii. Written Technical Specifications
  - viii. General Notes on Drawings
  - ix. 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. <u>Clarifications and Interpretations</u>: 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. <u>Availability of Site</u>: The Agency shall furnish as indicated in the contract documents, the site upon which the Work is to be performed.
- b. <u>Visit to Site</u>: 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. <u>Utilities</u>: 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. (<u>Utilities</u>) and paragraph 4.03.e. (<u>Damaged Utilities</u>) 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. <u>Damaged Utilities</u>: 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. <u>Survey Control</u>: 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 (<u>Professional Registration and Certification</u>) 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. <u>Supervision of Work</u>: 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. <u>Superintendence by Contractor</u>: 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. <u>Character of Workers</u>: 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. <u>Contractor to Furnish</u>: 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. <u>Materials and Equipment</u>: 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

- <u>Means & Methods</u>) and paragraph 4.01.c. (<u>Visits to Site/Place of Business</u>) of these General Conditions and Requirements of this RFP.
- f. <u>Anticipated Schedules</u>: 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 not be 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 not be 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. <u>Adjusting Schedules</u>: 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. (<u>Finalizing Schedules</u>) 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. <u>Substitutes or "Or-Equal" Items</u>: 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. <u>Substitute Means and Methods</u>: 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. (<u>Substitutes or "Or-Equal" Items</u>) 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.
- 1. <u>Evaluation of Substitution</u>: 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. <u>Dividing the Work</u>: 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. <u>Subcontractors</u>: 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. <u>Use of Premises</u>: 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. <u>Structural Loading</u>: 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. <u>Safety and Protection</u>: 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. <u>Safety Representative</u>: 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. <u>Emergencies</u>: 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. (<u>Authorization of Changes within the General Scope</u>) of these General Conditions and Requirements of this RFP, as determined appropriate by the Project Director.
- u. <u>Shop Drawings and Samples</u>: 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. 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. <u>Shop Drawing and Sample Review</u>: 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. <u>Maintenance During Construction</u>: 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. (<u>Substantial Completion</u>) of these General Conditions and Requirements of this RFP.
- x. <u>Continuing the Work</u>: 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. <u>Consent to Assignment</u>: 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. <u>Use of Explosives</u>: 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.

Contractor's Records: Records of the Contractor and subcontractors relating to aa. 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. <u>Related Work at Site</u>: 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. <u>Defective Work by Others</u>: 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. <u>Coordination</u>: 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. <u>Agency's Right to Change</u>: 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. <u>Authorization of Changes within the General Scope</u>: Additions, deletions, or revisions in the Work within the general scope of the contract as specified in paragraph 4.06.a. (<u>Agency's Right to Change</u>) 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. (<u>Directive</u>) of these General Conditions and Requirements of this RFP);
  - ii. A Change Order (pursuant to paragraph 4.06.i. (<u>Change Order</u>) 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. <u>Directive</u>: The Project Director shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 4.02.g. (<u>Clarifications and Interpretations</u>) 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. (<u>Emergencies</u>) 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. <u>Change Order:</u> 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 (<u>Changes</u>), 4.07 (<u>Contract Price: Computation and Change</u>), and 4.08 (<u>Contract Time: Computation and Change</u>) of these General Conditions and Requirements of this RFP.
- j. <u>Shop Drawing Variations:</u> Variations by Shop Drawings shall only be eligible for consideration under the above paragraph 4.06.i. (<u>Change Order</u>) 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. (<u>Shop Drawings and Samples</u>) of these General Conditions and Requirements of this RFP.
- k. <u>Changes Outside the General Scope; Supplemental Agreement</u>: 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.
- 1. <u>Unauthorized Work</u>: 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. (<u>Emergencies</u>) of these General Conditions and Requirements of this RFP, and except in the case of uncovering Work as provided in 4.09.d. (<u>Uncovering Work</u>) of these General Conditions and Requirements of this RFP.
- m. <u>Notification of Surety</u>: 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. <u>Differing Site Conditions</u>: The Contractor shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 4.04.t. (<u>Emergencies</u>)) 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. <u>Contract Price</u>: 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. <u>Claim for Price Change:</u> Any claim for an increase or decrease in the contract price shall be submitted in accordance with the terms in paragraphs under 4.12 (<u>Claims and Disputes</u>) of these General Conditions and Requirements of this RFP and shall not be allowed unless notice requirements of the contract have been met.
- c. <u>Change Order Price Determination</u>: 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. (<u>Unit Price Work</u>) 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. <u>Cost of the Work</u>: 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. (<u>Excluded Costs</u>) 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 If required by the Agency, Contractor shall obtain subcontractors. 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 (<u>Insurance</u>) of the Scope of Work and Products of this RFP.
- e. <u>Excluded Costs</u>: 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 <u>4.07.d.</u> (Cost of the Work) of these General Conditions and Requirements of this RFP.
- f. <u>Contractor's Fee</u>: 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. (<u>Cost of the Work</u>) 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. (<u>Cost of the Work</u>) 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. (<u>Cost of the Work</u>) 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. (<u>Cost of the Work</u>) of these General Conditions and Requirements of this RFP and under any provision of paragraph 4.07.e. (<u>Excluded Costs</u>) 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. <u>Cost Breakdown</u>: Whenever the cost of any Work is to be determined pursuant to paragraphs under 4.07.d. (<u>Cost of the Work</u>) and 4.07.e. (<u>Excluded Costs</u>) 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. <u>Unit Price Work</u>: 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. (<u>Determinations for Unit Prices</u>) 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. <u>Determinations for Unit Prices</u>: 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. <u>Commencement of Contract Time; Notice to Proceed</u>: The contract time will commence to run on the day indicated in the Notice to Proceed.
- b. <u>Starting the Work</u>: 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. <u>Computation of Contract Time</u>: 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. <u>Time Change</u>: The contract time may only be changed by a Change Order or Supplemental Agreement.
- Extension Due to Delays: The right of the Contractor to proceed shall not be e. 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 twentyfour (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. <u>Essence of Contract</u>: All time limits stated in the contract documents are of the essence in this contract.

- g. <u>Reasonable Completion time</u>: 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. <u>Delay Damages</u>: 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 OUALITY ASSURANCE:**

- a. <u>Warranty and Guaranty</u>: 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. <u>Access to Work</u>: 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. <u>Tests and Inspections</u>: 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. <u>Uncovering Work</u>: 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. <u>Agency May Stop the Work</u>: 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.
- One Year Correction Period: If within one year after the date of final completion, g. or such longer period of time as may be prescribed by Regulatory Requirements, or 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. <u>Acceptance of Defective Work</u>: 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. <u>Schedule of Values</u>: The Schedule of Values established, as provided in paragraph 4.04.f. (<u>Anticipated Schedules</u>) 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. <u>Preliminary Payments</u>: 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. <u>Application for Progress Payment</u>: 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. <u>Review of Applications for Progress Payment</u>: 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. <u>Stored Materials and Equipment</u>: 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. <u>Contractor's Warranty of Title</u>: 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. <u>Withholding of Payments</u>: 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. (<u>Agency May Correct Defective Work</u>) 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. (<u>Delay, Neglect, or Default of Contract</u>) 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. <u>Substantial Completion</u>: 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. <u>Access Following Substantial Completion</u>: 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. (<u>Substantial Completion</u>) of these General Conditions and Requirements of this RFP.
- 1. <u>Final Inspection</u>: 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. <u>Final Payment</u>: 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. <u>Final Acceptance</u>: 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. (<u>Contractor's Continuing Obligation</u>) 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. <u>Waiver of Claims by Contractor</u>: 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. <u>No Waiver of Legal Rights</u>: 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. <u>Delay, Neglect, or Default of Contract</u>: 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. (<u>Anticipated Schedules</u>) 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 The Agency may terminate the services of the Contractor, 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. <u>Rights or Remedies</u>: 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. <u>Convenience Termination</u>: 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 to 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 section and not otherwise recovered by or credited to the Agency; and
- iv. All progress payments made to the Contractor under the provisions of this section.

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 or 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 along with a bid security to the Issuing Office mailing or hand delivery address listed on Page 1 of this RFP; <u>OR</u> (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 below.

#### **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.

#### **Evaluation Criteria:**

Offeror's must address the evaluation criteria under Section Six (Evaluation Criteria) of this RFP.

#### **5.03 COST PROPOSAL REQUIREMENTS:**

One (1) copy of the COST PROPOSAL FORM along with the bid security 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.

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

<u>In the first stage</u>, proposals that are determined to be responsive by the Agency will be evaluated by the PEC. Evaluation of responses to criteria set forth in this Section Six (Evaluation Criteria) results in a numerical score for each proposal. Each criterion in this Section Six (Evaluation Criteria) has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one percent weight equates to a range of 0-5 points per PEC member. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators. Except as may be stated within any criterion description, a rating of "5" = Best Response from all Offeror's; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

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.

<u>In the second stage</u>, 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 the criterion 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 <u>Total Price Offer</u> on the Cost Proposal Form after application of the 5% Bidders Preference, will prevail. If proposals are tied in scoring and in <u>Total Price Offer</u>, a random drawing will break the tie.

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

### **EVALUATION CRITERIA:**

#### 6.01 PROJECT UNDERSTANDING AND METHODOLOGY 6.01. WEIGHT 10

Response must demonstrate your comprehension and methodologies to be used to accomplish the project. Response must include the following:

- 1. Identify the ways and means in which the work will be carried out.
- 2. Identify the specific scope of work that will be performed by subcontractors and/or specialty contractors.
- 3. Describe the safety precaution measures to be used to protect your employees, subcontractors, and the public.
- 4. Identify the logistics to be used for staging materials and equipment at the work site daily and where you propose to place refuse containers/dumpsters.
- 5. Identify where the proposed ingress and egress path will be accomplished for the construction crew.

## 6.02 PROJECT MANAGEMENT PLAN

6.02. WEIGHT 15

Response must describe the daily project management both operationally and administratively and shall include, but not limited to, the following:

1. Identify who will have the overall responsibility of being physically on site during all work activity managing the employees and sub-contractors to ensure work is performed in accordance with the contract specifications and work schedule. Describe the methods to be used for quality control and performance on a daily basis, roles of supervision and lines of communication with sub-contractor and employees.

- 2. Identify who will have the overall responsibility for management of the administrative functions of the contract such as schedule of values, invoicing, certified payroll, proof of insurance and licensing, etc. and identify the roles of supervision and lines of authority for management and operations.
- 3. Identify a minimum of three contact persons who may be reached 24 hours a day (list in the order of preference) and provide their contact information.
- 4. Identify, describe and provide the administrative processes or documents to be used for the project scheduling, daily reports, and inspection reports.

#### 6.03 EXPERIENCE AND QUALIFICATIONS

6.03. WEIGHT 40

Response must describe and provide detailed relevant direct qualifications, experience for the prime and subcontractor companies, and the primary key employee(s) of the prime and subcontractor companies who'll be directly performing the scopes of work as noted below:

#### **Scopes of work:**

- 1. Exterior wall construction.
- 2. Glazing and window system engineering and construction.
- 3. Mechanical and Electrical Subcontractors.
- 4. Identify any work that may require special coordination or disruption (such as utility disruptions, etc.).
- 5. Identify long lead times for materials and equipment that may affect the schedule.
- 6. Describe and provide a narrative schedule to show plan to complete on time and adjust for unforeseen delays in shipping and or weather delays.

# Also, for specific tasks or trades provide other detailed information to describe but not limited to:

- 1. Full name of each individual.
- 2. Employer, employers address, city and state.
- 3. Title or description of their specific trade or skill within their organization.
- 4. Education, certifications, licenses and years of work experience performing the specific task or trade that qualifies them to possess the highest level of proficiency and quality of work.
- 5. Provide any substantive experience with similar type work to this project that qualifies them to possess the proficiency and quality of work necessary to complete the project. Please expand to include any previous projects and locations whereby their references may be checked.
- 6. List at least three references with contact persons and telephone numbers for each contractor and subcontractor for specialty trade or tasks.

#### 6.04 QUALITY OF PROPOSAL

6.04. WEIGHT 5

Offeror's do not respond to this criterion. PEC members will rate this criterion based on their perception of the clarity, completeness and presentation of submitted proposal. This criterion is NOT used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

#### 6.05 PRICE PROPOSAL

6.05 WEIGHT. 30

Converting Cost to Points: The lowest cost proposal will receive the maximum score available. 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.

## **Formula for Converting Cost to Points**

(<u>Lowest Total Price Proposal</u>) x (<u>MPP\*</u>) = Proposer's Criterion Score (Offeror's Total Price Proposal)

\*MPP (Maximum Possible Points) will equal (5) x (# of Evaluators) x (Weight assigned to Criterion)

## **COST PROPOSAL FORM**

Project (RFP) Number: 625 Project (RFP) Title and Description: Terry Miller Legislative Office Building Window and Exterior Renovation	
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;	
Total cost for a Contractor to provide the Work necessary to complete the Terry Miller Legislative Office Building Window and Exterior Renovation 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. <i>If an Offeror fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the Offeror.</i>	
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.



ТО	INCLUDE:
	Cost Proposal

Cost Proposal Form

Bid Security

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: Terry Miller Legislative Office Building Exterior Renovation
- B. Project Location: Terry Miller Legislative Office Building, Sixth and Main Streets, Juneau, AK 99801
- C. Owner: State of Alaska Legislative Affairs Agency, State Capitol Rm 3, Juneau, AK 99801.
  - 1. Owner's Representative:
    - a. John Cayce, Building Manager/Project Director

Phone: 907-465 -3708

Email: John.Cayce@akleg.gov

- D. Architect: Jensen Yorba Lott, Inc., 522 West 10<sup>th</sup> Street, Juneau, Alaska 99801.
  - 1. Architects Representative:
    - a. Wayne Jensen, Project Manager

Phone: 907-586-1070

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. Replacement of existing exterior; wood & clad wood windows; aluminum doors and entrance storefront; and aluminum curtain wall; with aluminum windows, aluminum doors and entrance storefronts, and aluminum curtain wall.

#### 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, by floor and elevation.
  - 1. A maximum of two office spaces may be closed and worked on at one time.
    - a. Each space must be substantially completed prior to work beginning on the next space.
  - 2. Only one egress entrance off the building may be obstructed at a time.
- B. Before commencing Work of each sequence space, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates, and moveout and -in dates of Owner's personnel 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.
  - **2.** Keynoting: Materials and products are identified by reference.

PART 2 - PRODUCTS (Not Used)

**PART 3 - EXECUTION (Not Used)** 

#### 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)** 

#### 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. Four 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, and the following interim milestones:
  - 1. Floor to floor by elevation of building.

# 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.

#### **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)** 

#### 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: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- 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.
- D. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

# 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.

# **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)** 

#### 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.
- 2. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

### 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.
  - 1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- 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. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. 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. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. 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.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. 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. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. 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.
- I. 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.

#### **SECTION 024119 - SELECTIVE DEMOLITION**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

### A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Salvage of existing items to be reused or recycled.

# B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017300 "Execution" for cutting and patching procedures.

# 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

### 1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Use of elevator and stairs.
  - 3. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

# 1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
- E. Storage or sale of removed items or materials on-site is not permitted.

- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

### **PART 2 - PRODUCTS**

# 2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

# **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
  - 1. Record existing conditions by use of measured drawings
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  - 3. Before removal of existing building elements that will be duplicated in final Work, make permanent record of measurements and construction details required to make exact reproduction.

#### 3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

- 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
- 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

# 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 2. Dispose of demolished items and materials promptly. Comply with requirements in Section 015000 "Temporary Facilities and Controls."
- B. Reuse of Building Elements: Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Store items in a secure area until delivery to Owner.
  - 3. Transport items to Owner's storage area designated by Owner.
  - 4. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Protect items from damage during transport and storage.
  - 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

# 3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

# 3.5 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

#### SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

# **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

### A. Section Includes:

- 1. Framing with dimension lumber.
- 2. Wood blocking and nailers.

# B. Related Requirements:

1. Section 062023 "Interior Finish Carpentry" for nonstructural carpentry items exposed to view and not specified in another Section.

### 1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NHLA: National Hardwood Lumber Association.
  - 3. NLGA: National Lumber Grades Authority.
  - 4. SPIB: The Southern Pine Inspection Bureau.
  - 5. WCLIB: West Coast Lumber Inspection Bureau.
  - 6. WWPA: Western Wood Products Association.

### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

# **PART 2 - PRODUCTS**

# 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

# 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2, Use Category UC4a for items in contact with the ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

# 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Framing
  - 2. Blocking.
  - 3. Nailers.
  - 4. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.

- C. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

#### 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Metal Framing: ASTM C 954, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

# **PART 3 - EXECUTION**

# 3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

- C. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

# 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

### 3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

В.	Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
END OF SECTION 061053	

#### SECTION 062023 - INTERIOR FINISH CARPENTRY

# **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior trim
- B. Related Requirements:
  - 1. Section 099123 "Interior Painting" for priming and backpriming of interior finish carpentry.

# 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials against weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation within and around stacks and under temporary coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions meet requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

# 1.4 FIELD CONDITIONS

A. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.

# **PART 2 - PRODUCTS**

# 2.1 INTERIOR TRIM

- A. Lumber Trim and Molding for Opaque Finish (Painted Finish): Match existing patterns.
  - 1. Softwood: WMMPA WM 4, P grade.

- 2. Species: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine.
  - a. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.

### 2.2 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
  - 1. Galvanized fasteners and anchorages with hot-dip galvanized coating complying with ASTM A 153/A 153M.

# 2.3 FABRICATION

- A. Back out or kerf backs of the following members except those with ends exposed in finished work:
  - 1. Interior standing and running trim.
- B. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

A. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

# 3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
  - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
  - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
  - 2. Countersink fasteners, fill surface flush, and sand unless otherwise indicated.
  - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
- C. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, too small to fabricate with proper jointing arrangements, or with defective surfaces, sizes, or patterns.
- D. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
  - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
  - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
  - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
  - 4. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

# 3.4 ADJUSTING

A. Replace interior finish carpentry that is damaged or does not comply with requirements. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

# 3.5 CLEANING

A. Clean interior finish carpentry on exposed and semiexposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

# 3.6 PROTECTION

- A. Protect installed products from damage from weather and other causes during remainder of the construction period.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.

#### SECTION 072100 - THERMAL INSULATION

# **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

### A. Section Includes:

- 1. Continuous insulation.
- 2. Composite framing support integrated with metal wall panels.

# B. Related Requirements:

- 1. Section 061053 "Miscellaneous Rough Carpentry" for furring, framing and sheathing.
- 2. Section 072500 "Weather Barriers"
- 3. Section 074213.13.13 "Formed Metal Wall Panels"

# 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- B. Evaluation Reports: For foam-plastic insulation, from ICC-ES.

# 1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

### **PART 2 - PRODUCTS**

# 2.1 COMPOSITE FRAMING SUPPORT (CFS) SYSTEM

A. Basis of Design: Advanced Architectural products. SMARTci.

- B. CFS system consisting of polyester and vinyl ester bioresin matrix girts.
  - 1. Depth of Girts: 2 inches high.
  - 2. On Center Spacing: 16 inches.
  - 3. Continuous Inserts: 16 gage, G-60 galvanized steel.
    - a. Engage steel inserts with adjacent CFS at ends.
  - 4. Surface Burning Characteristics:
    - a. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
    - b. Smoke Developed Index: 450 or less when tested in accordance with ASTM.
- C. Designated Design: Provide design for attachment of CFS System to existing walls to meet design loads of project site:
  - 1. Wind Loads: 110 mph, Risk Category II, Exposure C.
  - 2. Deflection Limits: For wind loads, no greater than 1/180 of the span.

# 2.2 POLYISOCYANURATE FOAM-PLASTIC BOARD

- A. Polyisocyanurate Board, Foil Faced: ASTM C1289, foil faced, Type I, Class 1.
  - 1. Basis of Design: Hunter Panels, LLC: Product Xci Foil.
  - 2. Insulation Panel Edges: Provide factory formed edges on insulation panels that interlock with CFS system components.
  - 3. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

### 2.3 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
  - 1. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.
- B. Fasteners: Corrosion-resistant, self-tapping and self-drilling screws, bolts, nuts, and other fasteners as recommended by CFS system manufacturer for project application.
  - 1. Cladding to CFS System: Use standard self-tapping metal screws.
  - 2. CFS System to Concrete: Use standard masonry or concrete screw anchors in predrilled hole.
  - 3. DO NOT USE powder, air, or gas actuated fasteners or actuated fastener tools. DO NOT USE impact wrenches when fastening to or from the CFS.
  - 4. Tape: Pressure sensitive adhesive coated polypropylene woven fabric. Mold, water, tear and UV resistant. Applicable in a wide temperature range (-20 degrees F).
  - 5. Weather Resistant Barrier (WRB): Refer to Section 072500 for requirements.
  - 6. Sealants: Provide sealants as recommended by CFS manufacturer for openings within CFS system and perimeter conditions. Refer to Section 079200 for requirements.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.
- B. Examine substrates, areas of this work, and project conditions with installer present for compliance with requirements for installation tolerances, substrates, CFS system conditions, and other conditions affecting performance of this Work.
- C. Examine rough-in for components and systems penetrating CFS system to coordinate actual locations of penetrations relative to CFS systems joint locations prior to installation.
- D. Verify that mechanical and electrical services for exterior walls have been installed and tested and, if appropriate, verify that adjacent materials and finishes are dry and ready to receive insulation.
- E. Proceed with installation only after wall substrate surfaces have been properly prepared and unsatisfactory conditions have been corrected

# 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by CFS manufacturer for achieving best result for substrate under project conditions.
- C. Prepare sub-framing, base angles, sills, furring, and other CFS system members and provide anchorage in accordance with ASTM C754 for substrate type and wall cladding type in accordance with manufacturer's installation instructions

# 3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written installation instructions.
- B. Install system to fill-in exterior spaces without gaps or voids, and do not compress insulation.
- C. Trim insulation neatly to fit spaces, and insulate miscellaneous gaps and voids.
- D. Fit insulation tight in spaces and tight to exterior side of Mechanical/Electrical services within plane of insulation.
- E. Protect foam insulation from open flame and keep it dry at all times.
- F. Install CFS system in compliance with system orientation, sizes, and locations as indicated on drawings.

# 3.4 PROTECTION

- A. Protect installed products from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- B. Replace damaged insulation panels prior to Date of Substantial Completion.

**END OF SECTION 072100** 

#### SECTION 072500 - WEATHER BARRIERS

## **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Building wrap
  - 2. PVC flashing (sills with formed end dams).
  - 3. Self Adhering Sheet Underlayment.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. For building wrap, include data on air and water vapor permeance on testing according to referenced standards
- B. Samples: For each type of product
  - 1. Tape and Sealants
  - 2. Field Membranes: Minimum 12inch square.
  - 3. Flashing membrane
  - 4. Pre Fabricated corners for window and doors

# 1.4 DELIVERY, STORAGE AND HANDLING

- A. The membrane and accessory products must be handled properly.
- B. Read all product labels and Material Safety Data Sheets (MSDSs) for proper handling and disposal.
- C. Deliver all materials in manufacturer's unopened packages and store all materials under cover.
- D. Do not double stack palletized material.

### **PART 2 - PRODUCTS**

## 2.1 WATER-RESISTIVE BARRIER

- A. Building Wrap: ASTM E1677, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide the following or approved comparable product: VaproShield, Wrapshield IT Integrated Tape.
  - 2. Vapor Permeance: Not less than 70 perms per ASTM E96/E96M, Method B.
  - 3. Air Permeance: Not more than 0.01 cfm/sq. ft. at 1.57 psf when tested according to ASTM E2178.
  - 4. Allowable UV Exposure Time: Not less than three months. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.
- B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

#### 2.2 PVC FLASHING

- A. PVC Sheet: ASTM D 4434/D 4434M, Type III, fabric reinforced and fabric backed.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide one of the following manufactures or comparable product by one of the following:
    - a. Carlisle SynTec Incorporated.
    - b. Johns Manville.
  - 2. Thickness:60 mils, nominal.
  - 3. Exposed Face Color: Gray.

## 2.3 SELF ADHERING SHEET UNDERLAYMENT (SASU)

- 1. Composite, self-adhesive, flashing product consisting of a pliable, rubber compound, bonded to a high density polyethylene film, or spunbonded polyolefin with disposable silicone coated release sheet, to produce an overall thickness of not less than 0.040 inch.
- 2. Basis of Design, produced by W. R. Grace & Co.—Conn., Grace Construction Products, a unit of W. R. Grace & Co, Cambridge, MA., subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Basis of Design Product: Grace Ice & Water Shield polyethylene/rubberized Self Adhered Flashing.
    - 1) Thickness: 40 mil, ASTM D3767 procedure A (Section 9.1)

- 2) Color: Gray-Black
- 3) Tensile strength, membrane: 250 psi, ASTM D412 (Die C Modified)
- 4) Elongation: 250%, ASTM D412 (Die C Modified)
- 5) Low temperature flexibility: Uaffected @ -20 deg F, ASTM D1970
- 6) Permeance (max): 0.05 Perms, ASTM E96
- 7) Material weight: 0.3 lb/ft sq, ASTM D461
- 3. Primer for Self Adhering Sheet Underlayment: Product recommended by manufacturer of flexible flashing for substrate encountered.
  - a. Perm-A-Barrier®WB Primer.

### **PART 3 - EXECUTION**

### 3.1 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover exposed exterior surface of sheathing with water-resistive barrier securely fastened to framing immediately after sheathing is installed.
- B. Building Wrap: Comply with manufacturer's written instructions and warranty requirements.

## 3.2 PVC FLASHING INSTALLATION

- A. Apply PVC flashing where indicated to comply with manufacturer's written instructions.
  - 1. Prime substrates as recommended by flashing manufacturer.
  - 2. Lap seams and junctures with other materials at least 4 inches except that at flashing flanges of other construction, laps need not exceed flange width.
  - 3. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.

# 3.3 SELF ADHERING SHEET UNDERLAYMENT (SASU)

- A. Apply Self Adhering Sheet Underlayment where indicated to comply with manufacturer's written instructions.
- B. Install the membrane directly on a clean, dry, continuous substate.
  - 1. Remove dust, dirt, loose nails, and old materials.
  - 2. Repair substrate areas before installing the membrane.
  - 3. Prime substrates as recommended by underlayment manufacturer.
  - 4. Install in strict accordance with manufacturer's printed application procedures, precautions, and limitations.
    - a. Apply in fair weather with air, roof deck and membrane at 40 deg F or higher.
  - 5. Cut membrane to lengths recommended by manufacturer and roll back.
    - a. Press in place with heavy had pressure.
- C. Fasteners: Smooth shank, 316 stainless steel nail

## a. Hand nail

- D. Do not adhere SASU to incompatible products.
- E. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.

# 3.2 PROTECTING AND CLEANING

- A. Protect installed weather barrier from damage due to construction activities, high wind conditions, and extended exposure to weather.
- B. Inspect exposed weather barrier prior to installation of cladding. Remove weather barrier materials that have been damaged and replace. Patch damaged areas as recommended by manufacturer.

# **END OF SECTION 072500**

#### SECTION 074213.13 - FORMED METAL WALL PANELS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Concealed-fastener, lap-seam metal wall panels.
- B. Related Sections:
  - 1. Section 072100 "Thermal Insulation" for support system and insulation.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Architect, metal panel Installer, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of doors and windows.
  - 2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
  - 4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
  - 5. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that affect metal panels.
  - 6. Review temporary protection requirements for metal panel assembly during and after installation.
  - 7. Review of procedures for repair of metal panels damaged after installation.
  - 8. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

# B. Shop Drawings:

- 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied finishes.
  - 1. Include Samples of trim and accessories involving color selection.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

## 1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

## 1.7 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs trained installers and supervisors.

# 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

## 1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

### 1.10 COORDINATION

A. Coordinate metal panel installation with support and insulation system, and adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, cracking, or puncturing.
    - b. Deterioration of metals and other materials beyond normal weathering.
  - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

# 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
  - 1. Wind Loads: 110 mph, Risk Category II, Exposure C.
  - 2. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E283 at the following test-pressure difference:

- 1. Test-Pressure Difference: 6.24 lbf/sq. ft..
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 6.24 lbf/sq. ft..
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

# 2.2 CONCEALED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. General: Provide factory-formed metal panels designed to be field assembled by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Flush-Profile, Concealed-Fastener Metal Wall Panels: Formed with vertical panel edges and a flat pan between panel edges; with flush joint between panels.
  - 1. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
    - a. Nominal Thickness: 24 gage.
    - b. Exterior Finish: Two-coat fluoropolymer.
    - c. Color: As selected by Architect from manufacturer's full range.
  - 2. Panel Coverage: 12 inches.
  - 3. Panel Height: 1.5 inches.

## 2.3 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  - 1. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- D. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
  - 2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

## 2.4 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  - 3. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

## 2.5 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

#### C. Steel Panels and Accessories:

- 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

## **PART 3 - EXECUTION**

## 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  - 1. Examine wall framing to verify that girts, angles, insulation, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
    - a. Verify that air- or water-resistive barriers have been installed over backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 1. Shim or otherwise plumb substrates receiving metal panels.
  - 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
  - 3. Install screw fasteners in predrilled holes.

- 4. Locate and space fastenings in uniform vertical and horizontal alignment.
- 5. Install flashing and trim as metal panel work proceeds.
- 6. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

#### B. Fasteners:

- 1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal wall panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- E. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.
  - 1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof performance.
  - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

## 3.3 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

#### SECTION 079200 - JOINT SEALANTS

## **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

### A. Section Includes:

- 1. Silicone joint sealants.
- 2. Urethane joint sealants.
- 3. Latex joint sealants.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

## 1.4 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## **PART 2 - PRODUCTS**

## 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 790.
    - b. GE Advanced Materials Silicones; SilPruf LM SCS2700.
    - c. Pecora Corporation; 890.
    - d. Sika Corporation, Construction Products Division; SikaSil-C990.
    - e. Tremco Incorporated; Spectrem 1.

## 2.3 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  - 1. Products: Subject to compliance with requirements, [provide the following] [provide one of the following] [available products that may be incorporated into the Work include, but are not limited to, the following]:
    - a. Sika Corporation, Construction Products Division; Sikaflex 15LM.
    - b. Tremco Incorporated; Vulkem 921 or Dymonic FC.

## 2.4 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems; Sonolac.
    - b. Pecora Corporation; AC-20+.
    - c. Tremco Incorporated; Tremflex 834.

### 2.5 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### **PART 3 - EXECUTION**

## 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

## 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

# 3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Perimeter joints around openings.
    - b. Other joints as indicated.
  - 2. Silicone Joint Sealant: Single component, nonsag, neutral curing, Class 100/50]
  - 3. Urethane Joint Sealant: Single component, nonsag, Class 100/50
  - 4. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces].
  - 1. Joint Locations:
    - a. Perimeter joints of exterior openings where indicated.
    - b. Other joints as indicated.
  - 2. Joint Sealant: Latex based.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

### **END OF SECTION 079200**

#### SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

### A. Section Includes:

- 1. Exterior storefront framing.
- 2. Exterior swing entrance doors and insulated door-frame units.
- 3. Mechanical and electrified door hardware.

### B. Related Sections:

1. Section 088000 "Glazing"

### 1.3 DEFINITIONS

A. Definitions: For fenestration industry standard terminology and definitions refer to American Architectural Manufactures Association (AAMA) – AAMA Glossary (AAMA AG).

## 1.4 REFERENCES:

- A. American National Standards Institute ANSI 156.18 Materials and Finishes.
- A. ANSI A117.1 Specifications for making buildings and facilities usable by physically handicapped people.
- B. ADA Americans with Disabilities Act of 2012
- C. BHMA Builders Hardware Manufacturers Association
- D. DHI Door and Hardware Institute
- E. NFPA National Fire Protection Association
- F. UL Underwriters Laboratories
- G. WHI Warnock Hersey Incorporated
- H. NAAM National Association of Architectural Metal Manufacturers

#### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
- B. Comply with requirements in Section -013100 "Project Management and Coordination."

### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
    - a. Joinery, including welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.
  - 1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
  - 2. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
  - 3. Content: Include the following information:
    - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    - d. Fastenings and other pertinent information.
    - e. Mounting locations for door hardware.

4. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

### F. Exit Doors:

- 1. Make operable from inside with single motion without the use of a key or special knowledge or effort.
- G. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed in the State of Alaska responsible for their preparation.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Source quality-control reports.
- D. Sample Warranties: For special warranties.

### 1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

# 1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.
  - 1. An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum-framed entrance doors and storeronts that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- C. Engineering Responsibility: Prepare data for aluminum-framed systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.
- D. Source Limitations:

- 1. Obtain aluminum framed storefront system through one source from a single manufacturer.
- 2. Obtain each type of door hardware from a single manufacturer.
  - Accessible Entrances: Comply with applicable provisions in the U.S. Architectural
     & Transportation Barriers Compliance Board's ADA-ABA Accessibility
     Guidelines and ICC/ANSI A117.1.
- E. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

## 1.10 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of sliding aluminum-framed glass door openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum doors, insulated framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Noise or vibration created by wind and thermal and structural movements.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.
    - e. Failure of operating components.
  - 2. Warranty Period: Five years from date of Substantial Completion.
- B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.

- c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
- 2. Warranty Period: Provide manufacturers' warranties from date of Substantial Completion, unless otherwise indicated as follows:

a. Exit Devices: Three years mechanical, one year Electrical.b. Closers: Ten years mechanical, two years Electrical.

c. Hinges: Life of Buildingd. Locksets: Seven Yearse. Other Hardware: Three Years

#### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design aluminum-framed entrances and storefronts.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  - 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  - 2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.

### C. Structural Loads:

- 1. Wind Loads: 110 MPH, Exposure C.
- 2. Other Design Loads: As required by CBJ.
- D. Deflection of Framing Members: At design wind pressure, as follows:
  - 1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
  - 2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces

edge clearance between framing members and glazing or other fixed components to less than 1/8 inch

- a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
- E. Structural: Test according to ASTM E 330 as follows:
  - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
  - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
  - 1. Fixed Framing and Glass Area:
    - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 6.24 lbf/sq. ft..
  - 2. Entrance Doors:
    - a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
    - b. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
- G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
  - 1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 10 lbf/sq. ft..
- H. Water Penetration under Dynamic Pressure: Test according to AAMA 501.1 as follows:
  - 1. No evidence of water penetration through fixed glazing and framing areas when tested at dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 10 lbf/sq. ft...
  - 2. Maximum Water Leakage: According to AAMA 501.1 and no uncontrolled water penetrating assemblies or water appearing on assemblies' normally exposed interior surfaces from sources other than condensation. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.
- I. Seismic Performance: Aluminum-framed entrances and storefronts shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.

- 2. Vertical Interstory Movement: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.7 at design displacement and 1.5 times the design displacement.
- J. Energy Performance: Certify and label energy performance according to NFRC as follows:
  - 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.45 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
  - 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.
  - 3. Condensation Resistance (CRF): When tested to AAMA Specification 1503, the condensation resistance factor shall not be less than:
    - a. Glass to Exterior  $70_{\text{frame}}$  and  $69_{\text{glass}}$  (low-e)
- K. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
  - 2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
    - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F.
    - b. Low Exterior Ambient-Air Temperature: 0 deg F].
    - c. Interior Ambient-Air Temperature: 75 deg F.

### 2.2 MANUFACTURERS

- A. Basis of Design Product: Subject to compliance with requirements, provide Kawneer Company, Inc.; Address: 555 Guthridge Court, Technology Park/Atlanta, Norcross, GA 30092; Phone: 770-449-5555; Fax 770-734-1560: Kawneer Aluminum Framed Entrance and Framing:
  - 1. Basis of Product Design: Kawneer North America.
    - a. Door and Insulated Framing:
      - 1) Door Stile and Rail: Insulclad<sup>®</sup> 560
        - a) Door Thickness: Nominal 2-1/4"
        - b) Thermally Broken
      - 2) Insulated Framing: Insulclad®
        - a) System Dimensions: 2" x 4-1/2"
        - b) Thermally broken
    - b. Storefront Framing: Trifab® VG 451T (thermal) Storefront System
      - 1) System Dimensions: 2" x 4-1/2"
      - 2) Thermally broken

B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

### 2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Construction: Thermally broken.
    - a. Thermal Break with a 1/4" (6.4 mm) separation consisting of a two-part chemically curing, high-density polyurethane, which is mechanically and adhesively joined to aluminum storefront sections.
  - 2. Glazing System: Retained mechanically with gaskets on four sides.
  - 3. Glazing Plane: Exterior/Front.
  - 4. Finish: Color anodic finish.
  - 5. Fabrication Method: Field-fabricated screw spline system.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

## D. Materials:

- 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  - a. Sheet and Plate: ASTM B 209.
  - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
  - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
  - d. Structural Profiles: ASTM B 308/B 308M.
- 2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
  - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
  - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
  - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

### E. Fasteners:

1. Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum window members, trim hardware, anchors, and other components.

2. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.

# F. Anchors Clips and Accessories:

- 1. Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
- 2. Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- 3. Reinforce members as required to receive fastener threads.
- G. Concealed Flashing: Dead-soft, 0.018-inch-thick stainless steel, ASTM A 240/A 240M of type recommended by manufacturer.
- H. Framing System Gaskets and Sealants:
  - 1. Manufacturer's standard, recommended by manufacturer for joint type.
  - 2. For sealants required within fabricated storefront system, provide permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.
- I. H. Tolerances: Reference to tolerance for wall thickness and other cross-sectional dimensions of storefront members are nominal and in compliance with AA Aluminum Standards and Data.

#### 2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
  - 1. Door Construction: 2-1/4-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
    - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
  - 2. Door Design:
    - a. Vertical Stile: 5-9/16"
    - b. Top Rail: 5-9/16"
    - c. Bottom Rail: 10-1/2"
    - d. Glazing molding: 0.05" thick
  - 3. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
    - a. Provide nonremovable glazing stops on outside of door.
  - 4. Fasteners: Where exposed, shall be aluminum, stainless steel or plated steel.

5. Perimeter Anchors: Aluminum. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.

### 2.5 ENTRANCE DOOR HARDWARE

- A. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule and entrance door hardware sets indicated in "Entrance Door Hardware Sets" Article for each entrance door to comply with requirements in this Section.
  - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products.
  - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
  - 3. Opening-Force Requirements:
    - a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbfto set the door in motion and not more than 15 lbf to open the door to its minimum required width.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:
  - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements.

    Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.

## C. Cylinders:

- 1. Keying: Match owners existing Master key system. Permanently inscribe each key with a visual key control number and include notation "DO NOT DUPLICATE".
- D. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- E. Weather Stripping: Manufacturer's standard replaceable components.
  - 1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.

### 2.6 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.
- D. Sealants used inside the weatherproofing system shall have a VOC content of 250 g/L.

E. Weatherseal Sealants: ASTM C 920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation .

### 2.7 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
  - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system, fabricated from 300 series stainless steel.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
- C. Concealed Flashing: Dead-soft, 0.018-inch-thick stainless steel, ASTM A 240/A 240M of type recommended by manufacturer.
- D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

## 2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
  - 1. Door corner construction shall consist of mechanical clip fastening, SIGMA deep penetration plug welds and 1-1/8" (29 mm) long fillet welds inside and outside of all four corners. Glazing stops shall be hook-in type with EPDM glazing gaskets reinforced with non-stretchable cord.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fit joints; make joints flush, hairline in appearance and weatherproof.
  - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
  - 4. Physical and thermal isolation of glazing from framing members.
  - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 6. Provisions for field replacement of glazing from interior.
  - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Storefront Framing: Fabricate components for assembly using screw-spline system and sill-receptor system, having the following characteristics:
  - 1. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
  - 2. Provisions for field replacement of glazing.
- F. Insulated Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
  - 1. At exterior doors, provide compression weather stripping at fixed stops.
- G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
  - 1. Arrange fasteners and attachments to conceal from view.
  - 2. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
- H. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- I. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

#### 2.9 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
  - 1. Color: Medium Bronze.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances.
- B. Concrete Surfaces: Visibly dry and free of spauling and other construction debris.
- C. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches of opening.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Prepare surfaces that are in contact with structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- B. Ensure that walls and frames are square and plumb before hardware installation.
- C. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility, and security codes.
  - 1. Notify Architect of any code conflicts before ordering material.

#### 3.3 INSTALLATION

### A. General:

- 1. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum swing entrance doors, hardware, accessories, and other components.
- 2. Do not install damaged components.
- 3. Fit joints to produce hairline joints free of burrs and distortion.
- 4. Rigidly secure nonmovement joints.
- 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- 6. Seal perimeter and other joints watertight unless otherwise indicated.

## B. Metal Protection:

- 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
- 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
- D. Set continuous sill members and flashing in full sealant.
- E. Install components plumb and true in alignment with established lines and grades.
- F. Install aluminum swing entrance doors level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
  - 1. Adjust weather-stripping contact and hardware movement to produce proper operation.
- G. Install each door hardware item to comply with manufacturer's written instructions. Installing components plumb and true in alignment with established lines and grades, and without warp or rack.

- 1. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
- H. Install glazing as specified in Section 088000 "Glazing."
- I. Install weatherseal sealant according to Section 079200 "Joint Sealants" and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.
- J. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
  - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- K. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- L. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
- M. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

## 3.4 ERECTION TOLERANCES

- A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
  - 1. Plumb: 1/8 inch in 10 feet.
  - 2. Level: 1/8 inch in 20 feet.
  - 3. Alignment:
    - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inchwide, limit offset from true alignment to 1/16 inch.
    - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inchwide, limit offset from true alignment to 1/8 inch.
    - c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.
  - 4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inchover total length.

### 3.5 MAINTENANCE SERVICE

#### A. Entrance Door Hardware:

1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.

## 3.6 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean aluminum surfaces immediately after installing aluminum-framed storefronts. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during
- D. construction period.
- E. Cover installed hardware, protect from paint, cleaning agents, weathering, carts/barrows, etc.
  - 1. Remove covering materials and clean hardware just prior to substantial completion.
- F. Clean adjacent wall, frame and door surfaces soiled from installation/reinstallation process.

## 3.7 ENTRANCE DOOR HARDWARE SETS

# HW SET: 01 Door - 107 & 232A

### EACH TO HAVE:

1	EA	POWER TRANSFER	EPT-10	313	VON
1	EA	CONTINUOUS HINGE	112HD EPT	313	IVE
1	EA	TOUCHBAR	672-RD	313	SCE
1	EA	ELECTROMAGNETIC	M490P	313	SCE
		LOCK			
1	EA	OFFSET DOOR PULL	8190-0	613	IVE
1	EA	SURFACE CLOSER	4041 EDA	695	LCN
1	EA	OVERHEAD STOP	100S	613	GLY
1	SET	SEAL	SEE SECTION 084113.2.5		
1	EA	DOOR SWEEP	18062DNB	DU	R PEM
1	EA	THRESHOLD	253X3AFG MSES10	AL	PEM
		CARD READER	REINSTALL EXISTING		
		And HELIO			

1	EA	POWER SUPPLY	PS902 KL BBK FA		SCE		
1	EA	PUSHBUTTON	623RD EX	630	SCE		
Provide PS902 with battery backup so the mag lock will stay locked when power fails. Provide wiring							

diagram.

When doors are locked mag lock will hold door. Showing card will momentarily release mag lock for entry by card. Exit by pushing push pad sensor or emergency exit button. Mag lock not tied into fire alarm. When door to be unlocked, access control system will unlock active leaf mag. Door will be push pull.

HW SET: 02 Doors - 118, 306A & 306B

## EACH TO HAVE:

1	EA	POWER TRANSFER	EPT-10 ACTIVE LEAF		
				628	VON
1	EA	CONT GEAR HINGE	112HD EPT	628	IVE
1	EA	CONT GEAR HINGE	112HD	628	IVE
1	EA	TOUCHBAR	672-RD	628	SCE
1	EA	ELECTROMAGNETIC	M490P	628	SCE
		LOCK			
2	EA	ELECTROMAGNETIC	M450P 24" LEAF	628	SCE
		LOCK			
1	EA	OFFSET DOOR PULL	8190-0	612	IVE
1	EA	SURFACE CLOSER	4041 EDA	695	LCN
2	EA	OVERHEAD STOP	100S	630	GLY
1	SET	MEETING STILE SEAL	SECTION 084113.2.5		B/O
1	SET	SEAL	SECTION 084113.2.5		B/O
2	EA	DOOR SWEEP	18062CNB	AL	PEM
1	EA	POWER SUPPLY	PS902 KL BBK FA		SCE

Inactive leaf not required for egress. Inactive leaf to be held closed by magnetic lock. When card is shown at interior reader, mag lock will release.

Provide PS902 with battery backup so the mag lock will stay locked when power fails. Mag lock for 24" leaf not tied into fire alarm. Provide wiring diagram.

When door to be locked, active leaf mag lock to be locked via access control system. Showing card will momentarily release mag lock. Exit by push pad which will release mag lock momentarily or by emergency push button. Mag lock not tied into fire alarm. When door to be unlocked, access control system will unlock active leaf mag. Door will be push pull.

# <u>HW SET: 03 Door - 232A</u>

### EACH TO HAVE:

1	EA	CONTINUOUS HINGE	E112HD EPT	313	IVE
1	EA	TOUCHBAR	672-RD1	313	SCE
1	EA	OFFSET DOOR PULL	8190-0	613	IVE
1	EA	SURFACE CLOSER	4041 EDA	695	LCN
1	EA	OVERHEAD STOP	100S	613	GLY
1	SET	SEAL	SECTION 084113.2.5		B/O
1	EA	DOOR SWEEP	18062DNB	DUR	PEM
1	EA	THRESHOLD	253X3AFG MSES10	AL	PEM

# **END OF SECTION 084113**

### SECTION 084413 - GLAZED ALUMINUM CURTAIN WALLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

A. Section includes glazed aluminum curtain walls.

#### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For glazed aluminum curtain walls. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 2. Include full-size isometric details of each vertical-to-horizontal intersection of glazed aluminum curtain walls, showing the following:
    - a. Joinery, including concealed welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples for Initial Selection: For units with factory-applied color finishes.

- D. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:
  - 1. Joinery, including concealed welds.
  - 2. Anchorage.
  - 3. Expansion provisions.
  - 4. Glazing.
  - 5. Flashing and drainage.
- E. Delegated-Design Submittal: For glazed aluminum curtain walls indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed in the State of Alaska responsible for their preparation.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For glazed aluminum curtain walls, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Source quality-control reports.
- D. Sample Warranties: For special warranties.

### 1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For glazed aluminum curtain walls to include in maintenance manuals.

# 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

### 1.8 WARRANTY

- A. Special Assembly Warranty: Manufacturer and Installer agree to repair or replace components of glazed aluminum curtain wall that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Noise or vibration created by wind and thermal and structural movements.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.
    - e. Failure of operating components.
  - 2. Warranty Period: 10 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

# 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design glazed aluminum curtain walls.
- B. General Performance: Comply with performance requirements specified, as determined by testing of glazed aluminum curtain walls representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  - 1. Glazed aluminum curtain walls shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  - 2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.

## C. Structural Loads:

- 1. Wind Loads: 110 mph.
- 2. Exposure: C
- D. Deflection of Framing Members: At design wind pressure, as follows:
  - 1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite

- or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
- 2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch].
- E. Structural: Test according to ASTM E 330 as follows:
  - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
  - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
  - 1. Fixed Framing and Glass Area:
    - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 6.24 lbf/sq. ft..
- G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
  - 1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft..
  - 2. Maximum Water Leakage: According to AAMA 501.1 No uncontrolled water penetrating assemblies or water appearing on assemblies' normally exposed interior surfaces from sources other than condensation. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.
- H. Interstory Drift: Accommodate design displacement of adjacent stories indicated.
  - 1. Test Performance: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.4 at design displacement and 1.5 times the design displacement.
- I. Seismic Performance: Glazed aluminum curtain walls shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.
  - 2. Vertical Interstory Movement: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.7 at design displacement and 1.5 times the design displacement.
- J. Energy Performance: Certify and label energy performance according to NFRC as follows:

- 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than [0.45 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
- 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.
- 3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 15 as determined according to NFRC 500.
- K. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.2 MANUFACTURERS

- A. Basis of Design Product: Subject to compliance with requirements, provide Kawneer Company, Inc.: Kawneer Architectural Window
  - 1. Basis of Product Design: Series 1600
    - a. Frame Depth: 6"
    - b. Frame width: 2-1/2"
    - c. Wall Thickness: 0.125 inches
      - 1) Thermally Broken
- B. Source Limitations: Obtain all components of curtain wall system, storefronts and windows including framing and accessories, from single manufacturer.

# 2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Construction: Thermally broken.
  - 2. Glazing System: Retained mechanically with gaskets on four sides.
  - 3. Glazing Plane: Front.
  - 4. Finish: Clear anodic finish.
  - 5. Fabrication Method: Field-fabricated stick system.
- B. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.
  - 1. Include snap-on aluminum trim that conceals fasteners.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Materials:

- 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  - a. Sheet and Plate: ASTM B 209.
  - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
  - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
  - d. Structural Profiles: ASTM B 308/B 308M.
- 2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
  - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
  - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
  - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

## 2.4 ENTRANCES

A. Entrances: Comply with Section 084113 "Aluminum-Framed Entrances and Storefronts."

## 2.5 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

### 2.6 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
  - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system, fabricated from 300 series stainless steel.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.

- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials Dead-soft, 0.018-inch- thick stainless steel, ASTM A 240/A 240M of type recommended by manufacturer.
- D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

### 2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from interior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Fabricate components to resist water penetration as follows:
  - 1. Internal guttering system or other means to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.
- E. Curtain-Wall Framing: Fabricate components for assembly using manufacturer's standard assembly method screw-spline system.
- F. Factory-Assembled Frame Units:
  - 1. Rigidly secure nonmovement joints.
  - 2. Prepare surfaces that are in contact structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion.
  - 3. Preparation includes, but is not limited to, cleaning and priming surfaces.
  - 4. Seal joints watertight unless otherwise indicated.
  - 5. Install glazing to comply with requirements in Section 088000 "Glazing."
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

## 2.8 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
  - 1. Color: Medium bronze.

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

A. Prepare surfaces that will contact structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.

## 3.3 INSTALLATION

## A. General:

- 1. Comply with manufacturer's written instructions.
- 2. Do not install damaged components.
- 3. Fit joints to produce hairline joints free of burrs and distortion.
- 4. Rigidly secure nonmovement joints.
- 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- 6. Where welding is required, weld components in concealed locations to minimize distortion or discoloration of finish. Protect glazing surfaces from welding.
- 7. Seal joints watertight unless otherwise indicated.

### B. Metal Protection:

- 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with primer, applying sealant or tape, or installing nonconductive spacers as recommended by manufacturer for this purpose.
- 2. Where aluminum is in contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.

- D. Install components plumb and true in alignment with established lines and grades.
- E. Install glazing as specified in Section 088000 "Glazing."
  - 1. Prepare surfaces that will contact structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- F. Install weatherseal sealant according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.

# 3.4 ERECTION TOLERANCES

- A. Erection Tolerances: Install glazed aluminum curtain walls to comply with the following maximum tolerances:
  - 1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
  - 2. Level: 1/8 inch in 20 feet: 1/4 inch in 40 feet.
  - 3. Alignment
  - 4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

# **END OF SECTION 084413**

### **SECTION 085113 - ALUMINUM WINDOWS**

#### PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes fixed and operable aluminum-framed windows.

## 1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of minimum test size required by AAMA/WDMA 101/I.S.2/NAFS.
- B. Structural Performance: Provide aluminum windows capable of withstanding the effects of the following loads, based on testing units representative of those indicated for Project that pass AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Structural Test:
  - 1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
    - a. Basic Wind Speed: 110mph.
    - b. Exposure: D
    - c. Importance Factor: 1.5
  - 2. Deflection: Design glass framing system to limit lateral deflections of glass edges to less than 1/175 of glass-edge length or 3/4 inchwhichever is less, at design pressure based on testing performed according to AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Deflection Test or structural computations.
- C. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F material surfaces.

### 1.3 SUBMITTALS

- A. Product Data: For each type of aluminum window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances, and installation details

- C. Samples: For each exposed finish.
- D. Product Schedule: Use same designations indicated on Drawings.
- E. Product test reports.
- F. Maintenance data.

# 1.4 QUALITY ASSURANCE

- A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.
- B. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- C. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of sliding aluminum-framed glass door openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

### 1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Failure to meet performance requirements.
    - b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
    - c. Faulty operation of movable sash and hardware.
    - d. Deterioration of metals, other materials, and metal finishes beyond normal weathering.
    - e. Failure of insulating glass.

# 2. Warranty Period:

- a. Window: Ten years from date of Substantial Completion.
- b. Glazing: 10 years from date of Substantial Completion.

### **PART 2 - PRODUCTS**

### 2.1 MANUFACTURERS

- A. Basis of Design Product: Subject to compliance with requirements, provide Kawneer Company, Inc.; Address: 555 Guthridge Court, Technology Park/Atlanta, Norcross, GA 30092; Phone: 770-449-5555; Fax 770-734-1560: Kawneer Architectural Window
  - 1. Basis of Product Design: Series 8225TL ISOLOCK
    - a. Frame Depth: 2 1/4"
    - b. Wall Thickness: 0.125 inches
      - 1) Thermally Broken
- B. Window Type: Fixed, Projected-Out Top hinge and Tilt-In Hopper units with screen, as indicated on Drawings.
- C. Comply with AAMA/WDMA 101/I.S.2/NAFS.
  - 1. Performance Class and Grade: F&P-HC100.
  - 2. Performance Class and Grade: F&P-AW100.
- D. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.
- E. Thermal Transmittance: Provide aluminum windows with a whole-window, U-factor maximum indicated at 15-mphexterior wind velocity and winter condition temperatures when tested according to AAMA 1503.
  - 1. U-Factor: 0.60 Btu/sq. ft. x h x deg For less.
- F. Solar Heat-Gain Coefficient (SHGC): Provide aluminum windows with a whole-window SHGC maximum of 0.55, determined according to NFRC 200 procedures.

#### 2.2 GLAZING

A. Glass and Glazing Materials: Refer to section 088000 "Glazing" for glass units and glazing requirements applicable to glazed aluminum window units.

### 2.3 INSECT SCREENS

A. General: Design windows and hardware to accommodate screens in a tight-fitting, removable arrangement, with a minimum of exposed fasteners and latches. Fabricate insect screens to fully integrate with window frame. Locate screens on inside of window and provide for each operable exterior sash or ventilator.

- 1. Aluminum Tubular Frame Screens: Comply with SMA 1004, "Specifications for Aluminum Tubular Frame Screens for Windows," Monumental M-32 class.
- B. Aluminum Insect Screen Frames: Manufacturer's standard aluminum alloy complying with SMA 1004. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners and removable PVC spline/anchor concealing edge of frame.
  - 1. Finish: Baked-on organic coating in color selected by Architect from manufacturer's full range.
- C. Glass-Fiber Mesh Fabric: 18-by-14mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration; in the following color. Comply with ASTM D 3656.
  - 1. Mesh Color: Silver gray.
- D. Wickets: Provide hinged wickets, framed and trimmed for a tight fit and for durability during handling.

## 2.4 FABRICATION

- A. Fabricate aluminum windows that are reglazable without dismantling sash or ventilator framing.
- B. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator.
- C. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- D. Provide water-shed members above side-hinged ventilators and similar lines of natural water penetration.
- E. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.
- F. Subframes: Provide thermally broken ssubframes with anchors for window units as shown, of profile and dimensions indicated but not less than 0.125-inchthick extruded aluminum. Miter or cope corners, and weld and dress smooth with concealed mechanical joint fasteners. Finish to match window units. Provide subframes capable of withstanding design loads of window units.
  - 1. Receptors: Head and Jamb
  - 2. Sills
- G. Glazing Stops: Provide snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

## 2.5 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
  - 1. Color: Medium bronze...

### **PART 3 - EXECUTION**

### 3.1 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.
- D. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- F. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
- G. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- H. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- I. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

# 3.2 FIELD QUALITY CONTROL

A. Remove and replace noncomplying aluminum window and retest as specified above.

### **END OF SECTION 085113**

### SECTION 088000 - GLAZING

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the CONTRACT, including General and Special Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Curtain Walls
  - 2. Windows.
  - 3. Doors.

### 1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- E. Deterioration of Insulating Glass: Failure of the hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

### 1.4 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with OWNER; ARCHITECT and installers whose work interfaces with or affects glazing.

- 2. Review methods and procedures related to glazing installation, including manufacturer's written instructions.
- 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- 4. Review temporary protection requirements for glazing during and after installation.
- 5. Examine frame and substrate conditions and finishes for compliance with requirements, including flatness and fastening. Correct conditions as required prior to proceeding with glazing installation.
- 6. Review flashings, special details, window drainage and weep system, and other construction that will affect glazing system.
- 7. Review temporary protection requirements for window system during and after installation.

### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of the following products; Two each 12 inches square.
  - 1. Laminated glass.
  - 2. Interlayer Material
  - 3. Insulating glass.
- C. Glazing Schedule: Prepare a schedule listing glass types and thicknesses for each size opening and location.
- D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- E. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- G. Sample Warranties: For special warranties.

## 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.
- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

- 1. An installer with at least 3 years experience who has completed glazing similar in material, design, and extent to that indicated for Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Source Limitations for Insulating Glass: Obtain insulating-glass units from one manufacturer using the same type of glass and other components for each type of unit indicated.
- D. Source Limitations for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.
- E. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201 and ANSI Z97.1.
- F. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: GANA'S "Glazing Manual" and "Laminated Glass Design Guide."
- G. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or the manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- H. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following inspecting and testing agency:
  - 1. Insulating Glass Certification Council.

# 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

# 1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F.

### 1.10 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive OWNER of other rights OWNER may have under other provisions under prevailing local laws and /or of the CONTRACT Documents and shall be in addition to, and run concurrent with, other warranties made by CONTRACTOR under requirements of the CONTRACT Documents.
- B. Manufacturer's Special Warranty on Coated-Glass Products: Written warranty, made out to OWNER and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating, within specified warranty period indicated below.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- C. Manufacturer's Special Warranty for Laminated Glass: Written warranty, made out to OWNER and signed by coated-glass manufacturer agreeing to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, yellowing on interlayer material and blemishes exceeding those allowed by referenced laminated-glass standard.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- D. Manufacturer's Special Warranty on Insulating Glass: Written warranty, made out to OWNER and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

### **PART 2 - PRODUCTS**

## 2.1 PRODUCTS AND MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide, PPG Industries, Inc. Glass Group, Glass Business and Discovery Center,
- B. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
  - 1. Obtain tinted glass from single source from single manufacturer.

C. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure at the project site, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Delegated Design: Engage a qualified professional engineer, as defined in Division 1"Quality Requirements," to design glazing. Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the specified criteria.
- C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E 1300.
  - 1. Design Wind Pressures: Determine design wind pressures applicable to Project according to ASCE/SEI 7, based on heights above grade indicated on Drawings.
    - a. Basic Wind Speed: 110 mph.
    - b. Exposure Category: C.
    - c. Minimum Glass Thickness for Exterior Lites: Not less than ¼ inch.
    - d. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint color indicated throughout Project.
  - 2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
  - 3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- F. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
  - 1. For laminated-glass lites, properties are based on products of construction indicated.

- 2. For insulating-glass units, properties are based on units with lites ½" thick and a nominal 1/2-inch- wide interspace.
- 3. Center-of-Glass U-Values: NFRC 100 methodology using LBL-35298 WINDOW 5.2 computer program, expressed as Btu/ sq. ft. x h x deg F.
- 4. Center-of-Glass Solar Heat Gain Coefficient: NFRC 200 methodology using LBL-35298 WINDOW 5.2 computer program.
- 5. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

# 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
  - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
  - 1. Minimum Glass Thickness for Exterior Lites: 6 mm.
  - 2. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.4 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.
- B. Tinted Annealed Float Glass: ASTM C 1036, Type I, Class 2 (tinted), Quality-Q3.
- C. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

- 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- D. Heat-Strengthened Float Glass: ASTM C 1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- E. Ceramic-Coated Vision Glass: ASTM C 1048, Condition C, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3; and complying with Specification No. 95-1-31 in GANA's "Engineering Standards Manual."

### 2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  - 1. Construction: Laminate glass with ionomeric polymer interlayer to comply with interlayer manufacturer's written instructions.
  - 2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
  - 3. Interlayer Color: White 80% light transmission, unless otherwise indicated.

# 2.6 INSULATING GLASS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. PPG Industries, Inc.
- B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.
  - 1. Sealing System: Dual seal, with polyisobutylene and silicone, primary and secondary.
  - 2. Spacer: Aluminum or Stainless Steel spacer with integral polyurethane thermal break
    - a. Azon USA Inc "Warm-Light" 269 385 5942.
    - b. Technoform Glass Insulation North America, Inc., "TGI Warm Edge (PHSS) IG Spacer"
      - 1) Light Gray (RAL 7035)
  - 3. Desiccant: Molecular sieve or silica gel, or blend of both.
- C. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Insulating-Glass Types" Article.

- D. In-Fill Panels: Formed with 0.020-inch-thick, anodized aluminum sheet facings.
  - 1. Panel Thickness: 0.236 inch.
  - 2. Core: Standard.
  - 3. Exterior Finish: Color anodized.
    - a. Color: Match Window color.

### 2.7 GLAZING SEALANTS

### A. General:

- 1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 790.
    - b. GE Advanced Materials Silicones; SilPruf LM SCS2700.
    - c. Pecora Corporation; 890.
    - d. Sika Corporation, Construction Products Division; SikaSil-C990.
    - e. Tremco Incorporated; Spectrem 1.

#### 2.8 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
  - 1. AAMA 804.3 tape, where indicated.
  - 2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  - 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:

- 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
- 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

#### 2.9 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
  - 1. Neoprene complying with ASTM C 864.
  - 2. EPDM complying with ASTM C 864.
  - 3. Silicone complying with ASTM C 1115.
  - 4. Thermoplastic polyolefin rubber complying with ASTM C 1115.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.
  - 1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.
- C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

## 2.10 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## 2.11 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

- 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
  - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Following the Pre-Installation conference, framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep system.
  - 3. Minimum required face or edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where the length plus width is larger than 50 inches as follows:
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- K. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- L. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 GASK TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.

- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

# 3.5 GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

## 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

#### 3.7 CLEANING AND PROTECTION

A. Immediately after installation remove nonpermanent labels and clean surfaces.

- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

#### 3.8 INSULATING-GLASS SCHEDULE

- A. Glass Type G-1: Low-e-coated, clear insulating glass.
  - 1. Overall Unit Thickness: 1 inch.
  - 2. Thickness of Each Glass Lite: 1/4" (6.0 mm).
  - 3. Outdoor Lite: Clear fully tempered float glass (SB70 XL).
  - 4. Interspace Content: Argon.
  - 5. Indoor Lite: Clear fully tempered float glass.
  - 6. Low-Emissivity Coating: MSVD soft coat high performance Low E (sputtered) coating on second surface. "Solarban 70 XL" by PPG Industries, Inc.
  - 7. Visible Light Transmittance: 64 percent minimum.
  - 8. Winter Nighttime U-Factor: 0.28 maximum.
  - 9. Summer Daytime U-Factor: 0.26 maximum.
  - 10. Solar Heat Gain Coefficient: 0.27 maximum.
  - 11. Shading Coefficient: 0.32
  - 12. Outdoor Visible Light Reflectance: 12%
  - 13. Provide safety glazing labeling.
- B. Glass Type G-2: Low-e-coated, tinted insulating glass.
  - 1. Overall Unit Thickness: 1 inch.
  - 2. Thickness of Each Glass Lite: 1/4" (6.0 mm).
  - 3. Outdoor Lite: Tinted fully tempered float glass (Solarbronze SB70 XL).
  - 4. Interspace Content: Argon.
  - 5. Indoor Lite: Clear fully tempered float glass.
  - 6. Low-Emissivity Coating: MSVD soft coat high performance Low E (sputtered) coating on second surface. "Solarban 70 XL" by PPG Industries, Inc.
  - 7. Visible Light Transmittance: 40 percent minimum.
  - 8. Winter Nighttime U-Factor: 0.28 maximum.
  - 9. Summer Daytime U-Factor: 0.26 maximum.
  - 10. Solar Heat Gain Coefficient: 0.21 maximum.
  - 11. Shading Coefficient: 0.23 maximum.
  - 12. Outdoor Visible Light Reflectance: 7%
  - 13. Provide safety glazing labeling.

## 3.9 LAMINATED INSULATING-GLASS SCHEDULE

- A. Glass Type G-3: Low-E-coated, tinted insulating laminated glass
  - 1. Overall Unit Thickness: 1 inch.
  - 2. Minimum Thickness of Outdoor Lite: 1/4" (6.0 mm).
  - 3. Outdoor Lite: Tinted fully tempered float glass (Solarbronze SB70 XL).
  - 4. Interspace Content: Argon.
  - 5. Indoor Lite: Clear laminated Glass with two plies of Heat Strengthened
    - a. Minimum Thickness of Each Glass Ply: 1/8" (3.0mm).
    - b. Interlayer Thickness: 0.060 inch. PVB
      - 1) White: 80% light transmission.
  - 6. Low-Emissivity Coating: MSVD soft coat high performance Low E (sputtered) coating on second surface. "Solarban 70 XL" by PPG Industries, Inc.
  - 7. Visible Light Transmittance: 52 percent minimum.
  - 8. Winter Nighttime U-Factor: 0.28 maximum.
  - 9. Summer Daytime U-Factor: 0.26 maximum.
  - 10. Solar Heat Gain Coefficient: 0.35 maximum
  - 11. Shading Coefficient: 0.51 maximum.
  - 12. Outdoor Visible Light Reflectance: 38%
  - 13. Provide Safety glazing labeling.

**END OF SECTION 088000** 

#### **SECTION 099113 - EXTERIOR PAINTING**

## **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
  - Concrete.

### 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Not less than 5 gal. (3.8 L) of each material and color applied.

# 1.6 QUALITY ASSURANCE

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

### 1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

### **PART 2 - PRODUCTS**

# 2.1 MANUFACTURERS

- A. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Behr Process Corporation.
  - 2. Benjamin Moore & Co.
  - 3. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior Painting Schedule for the paint category indicated.

### 2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

- 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

#### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.

- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 EXTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
  - 1. Latex System MPI EXT 3.1A:
    - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
    - b. Intermediate Coat: Latex, exterior, matching topcoat.
    - c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.

### **END OF SECTION 099113**

### **SECTION 099123 - INTERIOR PAINTING**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates.

#### 1.3 DEFINITIONS

- A. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
  - 3. VOC content.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

#### **PART 2 - PRODUCTS**

### 2.1 MANUFACTURERS

- A. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Behr Process Corporation.
  - 2. Benjamin Moore & Co.
  - 3. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

## 2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:

- 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: Match existing.

#### **PART 3 - EXECUTION**

## 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Wood: 15 percent.
  - 2. Gypsum Board: 12 percent.
  - 3. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

## D. Wood Substrates:

- 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
- 2. Sand surfaces that will be exposed to view, and dust off.
- 3. Prime edges, ends, faces, undersides, and backsides of wood.
- 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Wood trim.
  - 1. Latex over Latex Primer System MPI INT 6.3T:

- a. Prime Coat: Primer, latex, for interior wood, MPI #39.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, semi-gloss (MPI Gloss Level 5), MPI #54.

# B. Gypsum Board Substrates:

- 1. Latex over Latex Sealer System MPI INT 9.2A:
  - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
  - b. Intermediate Coat: Latex, interior, matching topcoat.
  - c. Topcoat: Latex, interior (MPI Gloss Level 2), MPI #44.

# **END OF SECTION 099123**

## State of Alaska Legislative Affairs Agency TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION

Juneau, Alaska January, 2019

## ARCHITECT JENSEN YORBA LOTT, INC

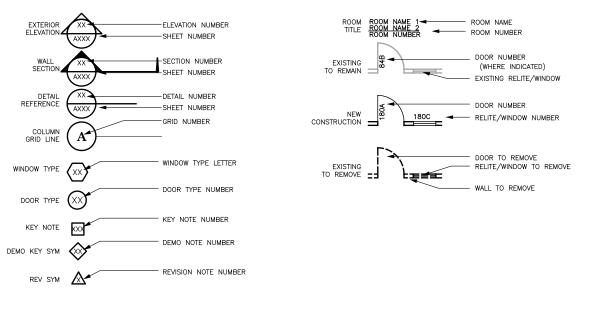
522 WEST 10TH STREET JUNEAU, ALASKA 99801 (907) 586-1070 FAX (907) 586-3959

### **SHEET INDEX**

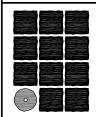
A001 COVER SHEET
A002 CODE DATA & SITE PLAN
A003 MINDOW TYPES
A003 MINDOW TYPES
A004 OPENINGS STOREFRONTS & CURTAIN WALLS
A005 LELVATIONS
A006 WALL SECTION DETAILS — EAST ENTRY
A0701 DEMOLITION SECOND FLOOR PLAN
AD201 DEMOLITION SECOND FLOOR PLAN
AD202 DEMOLITION THIRD FLOOR PLAN
AD203 DEMOLITION THIRD FLOOR PLAN
AD204 DEMOLITION TO HIRD FLOOR PLAN
AD205 DEMOLITION TO HIRD FLOOR PLAN
AD206 DEMOLITION ROOF PLAN
AD207 DEMOLITION ELEVATIONS
AD300 DEMOLITION ELEVATIONS
AD300 DEMOLITION ELEVATIONS
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AD302 DEMOLITION ELEVATIONS
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AD306 DEMOLITION WALL SECTION
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AD308 DEMOLITION WALL SECTION
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ABBREVIATIONS									
	ANGLE	EJ	EXPANSION JOINT	ID	INSIDE DIAMETER	PR	PAIR	TOC	TOP OF CONCRETE
AC	ASPHALT CONCRETE	ĒĹ	ELEVATION	INSUL	INSULATION	PWD	PLYWOOD	TOD	TOP OF DECK
ACM	ASBESTOS CONTAINING	ELEC	ELECTRICAL	INT	INTERIOR			TPD	TOILET PAPER DISPENSER
	MATERIAL	ELEV	ELEVATOR			R	RISER	TRD	TREAD
ACP	ACOUSTICAL CEILING PANEL	EMER	EMERGENCY	JAN	JANITOR	RAD	RADIUS	TRTD	PRESSURE TREATED
ADJ	ADJUSTABLE	ENCL	ENCLOSURE	JT	JOINT	RD	ROOF DRAIN	TOW	TOP OF WALL
AFF	ABOVE FINISH FLOOR	EPDM	ETHYLENE PROPYLENE DIANE	LAB	LABORATORY	REF	REFERENCE	TYP	TYPICAL
AIB	AIR INFILTRATION BARRIER		MONOMER	LAM	LAMINATE	REFR	REFRIGERATOR		
AL	ALUMINUM	EPS	EXPANDED POLYSTYRENE	LAV	LAVATORY	REINF	REINFORCED		
APPROX	APPROXIMATE	EQ	EQUAL	LB	POUND	REQ	REQUIRED	UL	UNDERWRITERS LABORATORIES
ARCH	ARCHITECTURAL	EQP	EQUIPMENT	LT	LIGHT	RESIL	RESILIENT	UNF	UNFINISHED
ASB	ASBESTOS	EX	EXISTING			RH	ROBE HOOK	UON	UNLESS OTHERWISE NOTED
		EXT	EXTERIOR	MIR	MIRROR	RL	RAIN LEADER	UR	URINAL
BD	BOARD			MAX	MAXIMUM	RM	ROOM		
BLDG	BUILDING	FA	FIRE ALARM	MDO	MEDIUM DENSITY OVERLAID	RO	ROUGH OPENING	VERT	VERTICAL
BLKG	BLOCKING	FD	FLOOR DRAIN	MECH	MECHANICAL	RUB	RUBBER	VEST	VESTIBULE
ВМ	BEAM	FDN	FOUNDATION	MEMB	MEMBRANE			VR	VAPOR RETARDER
BOT	воттом	FEC	FIRE EXTINGUISHER CABINET	MFR	MANUFACTURER	SASU	SELF ADHERING SHEET	VTR	VENT THROUGH ROOF
		FF	FINISH FLOOR	мН	MANHOLE		UNDERLAYMENT		
CAB	CABINET	FHC	FIRE HOSE CABINET	MIN	MINIMUM	SCD	SEAT COVER DISPENSER	WB	WEATHER BARRIER
CB	CATCH BASIN	FIN	FINISH	MISC	MISCELLANEOUS	SCHED	SCHEDULE	WC	WATER CLOSET
ČĒM	CEMENT	FLASH	FLASHING	MTD	MOUNTED	SF	SQUARE FOOT	WD	WOOD
CG	CORNER GUARD	FLR	FLOOR	MTL	METAL	SFRM	SPRAYED FIRE-RESISTIVE	WP	WATERPROOF
ĊĬ	CAST IRON	FOC	FACE OF CONCRETE/CURB	MUL	MULLION		MATERIAL	WR	WASTE RECEPTACLE
CLG	CEILING	FOF	FACE OF FINISH			SHR	SHOWER	WSCT	WAINSCOT
COL	COLUMN	FOS	FACE OF STUD	NIC	NOT IN CONTRACT	SHTH	SHEATHING	WT	WEIGHT
CONC	CONCRETE	FRP	(GLASS) FIBER REINFORCED	NO OR #	NUMBER	SIM	SIMILAR	WWF	WELDED WIRE FABRIC
CONT	CONTINUOUS	LIXE	PLASTIC REINFORCED	NOM "	NOMINAL	SND	SANITARY NAPKIN DISPENSER		
CTR	CENTER	FR	FIRE RETARDANT	NTS	NOT TO SCALE	SNR	SANITARY NAPKIN RECEPTACLE		
CTSK	COUNTERSUNK	FT	FOOT OR FEET	1110	1101 10 00/122	SPEC	SPECIFICATIONS		
		FTG	FOOTING	OA	OVERALL	SQ	SQUARE		
DBL	DOUBLE	FURR	FURRING	oc	ON CENTER	SQFT	SQUARE FOOT		
DEPT	DEPARTMENT	FORK	FORKING	OD.	OUTSIDE DIAMETER	SQYD	SQUARE YARD		
DF	DRINKING FOUNTAIN	GA	GAUGE	OFCI	OWNER FURNISHED	STA	STATION		
DET	DETAIL	GALV	GALVANIZED	0. 0.	CONTRACTOR INSTALLED	STC	SOUND TRANSMISSION CLASS		
DIA	DIAMETER	GB	GRAB BAR	OFOL	OWNER FURNISHED	STD	STANDARD		
DIM	DIMENSION	GL	GLASS	01 01	OWNER INSTALLED	STL	STEEL		
DISP	DISPENSER	GWB	GYPSUM WALL BOARD	OFD	OVERFLOW DRAIN	STOR	STORAGE		
DN	DOWN	GYP	GYPSUM WALL BOARD	OFF	OFFICE	STRUCT	STRUCTURAL		
DR	DOOR	GIF	GIFSOM	OPNG	OPENING	SS	STAINLESS STEEL		
DS	DOWNSPOUT	НВ	HOSE BIBB	OPP	OPPOSITE	SUSP	SUSPENDED		
DWG	DRAWING	HDWD	HARDWOOD	OSB	ORIENTED STRAND BOARD	SY	SQUARE YARD		
DWR	DRAWER	HM	HOLLOW METAL	000	0111211120 01111110 001110				
1		HORIZ	HORIZONTAL	PL	PLATE	TB	TOWEL BAR		
EA	EACH	HR	HOUR	PLAM	PLASTIC LAMINATE	TC	TOP OF CURB		
EF	EXHAUST FAN	HT	HEIGHT	PLAS	PLASTER	TEL	TELEPHONE		
EFIS	EXTERIOR INSULATION &	HW	HOT WATER	PC	PRE-CAST	TEMP	TEMPORARY		
I	FINISH SYSTEM	1177	HOT WATER	PF	PRE-FINISHED	T&G	TONGUE & GROOVE		
1	====					_			

## SYMBOLS

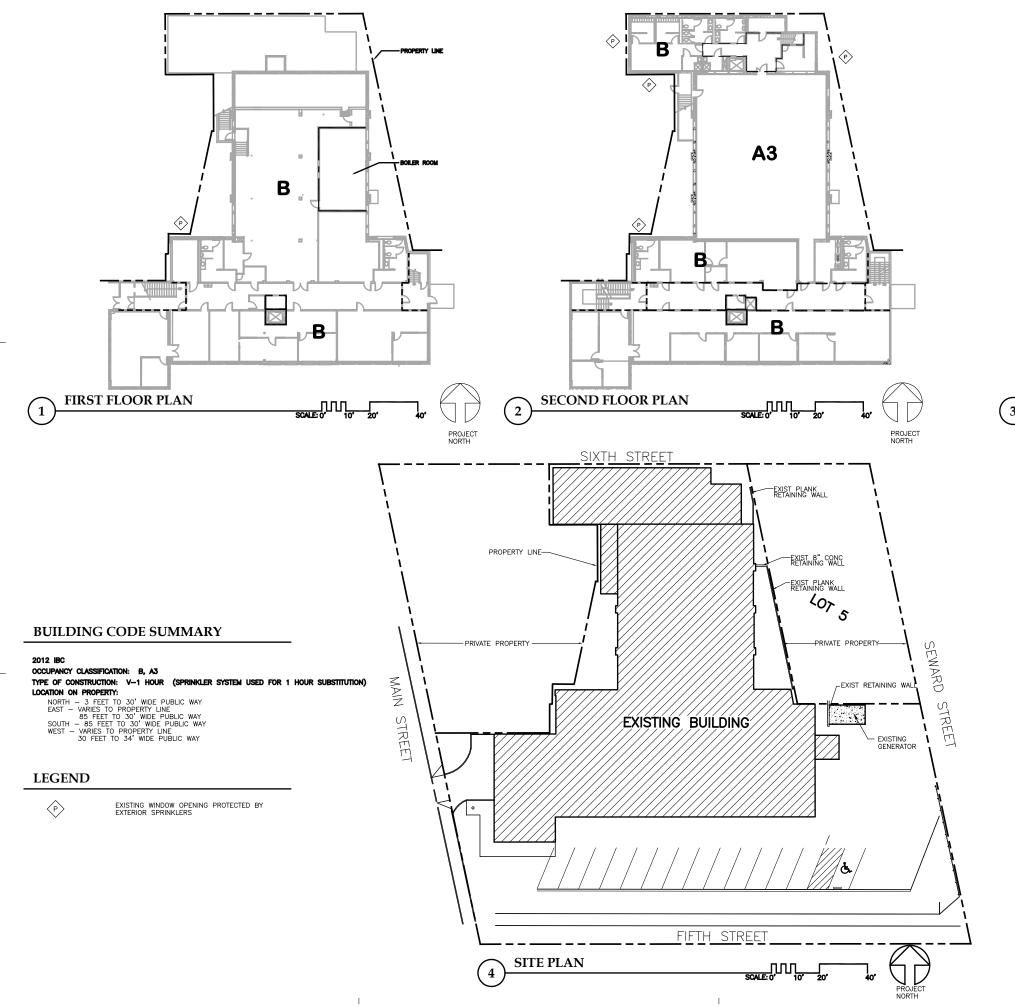


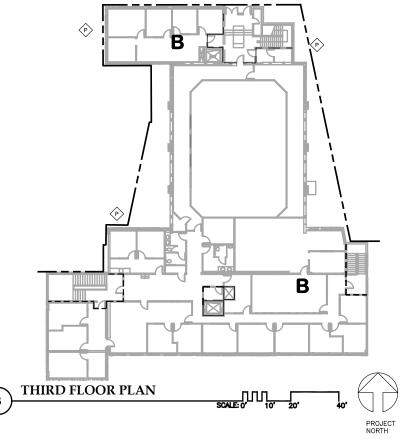


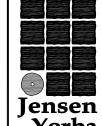


Jensen Yorba Lott

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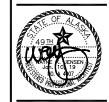






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State of Alaska Legislative Affairs Agency
TERRY MILLER LEGISLATIVE
OFFICE BUILDING
WINDOWS AND
EXTERIOR RENOVATION
Juneau, Alaska

REVISIONS

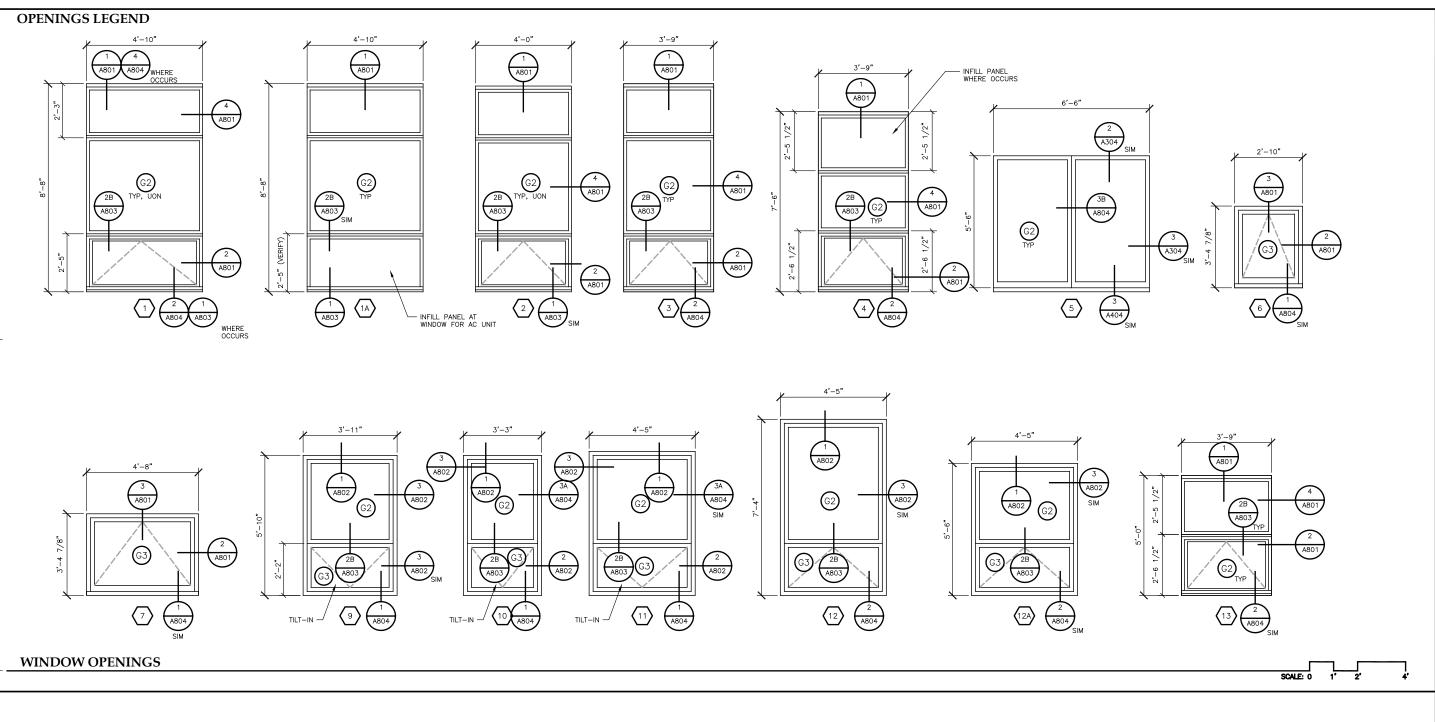
REVISIONS

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SHEET TITLE

CODE DATA
& SITE PLAN

DATE: **January**, **2019** FILE: **12026** 



### GENERAL OPENING NOTES:

- 1. VERIFY ROUGH OPENING DIMENSIONS AND CONDITIONS
- 2. SEE DRAWING ELEVATIONS SHEETS A301 & A303 FOR ADDITIONAL LOCATIONS OF GLASS TYPE G3 GLAZING IN PROJECT—OUT UNITS
- 3. OPERABLE WINDOWS ARE TO BE TILT-OUT, UNO

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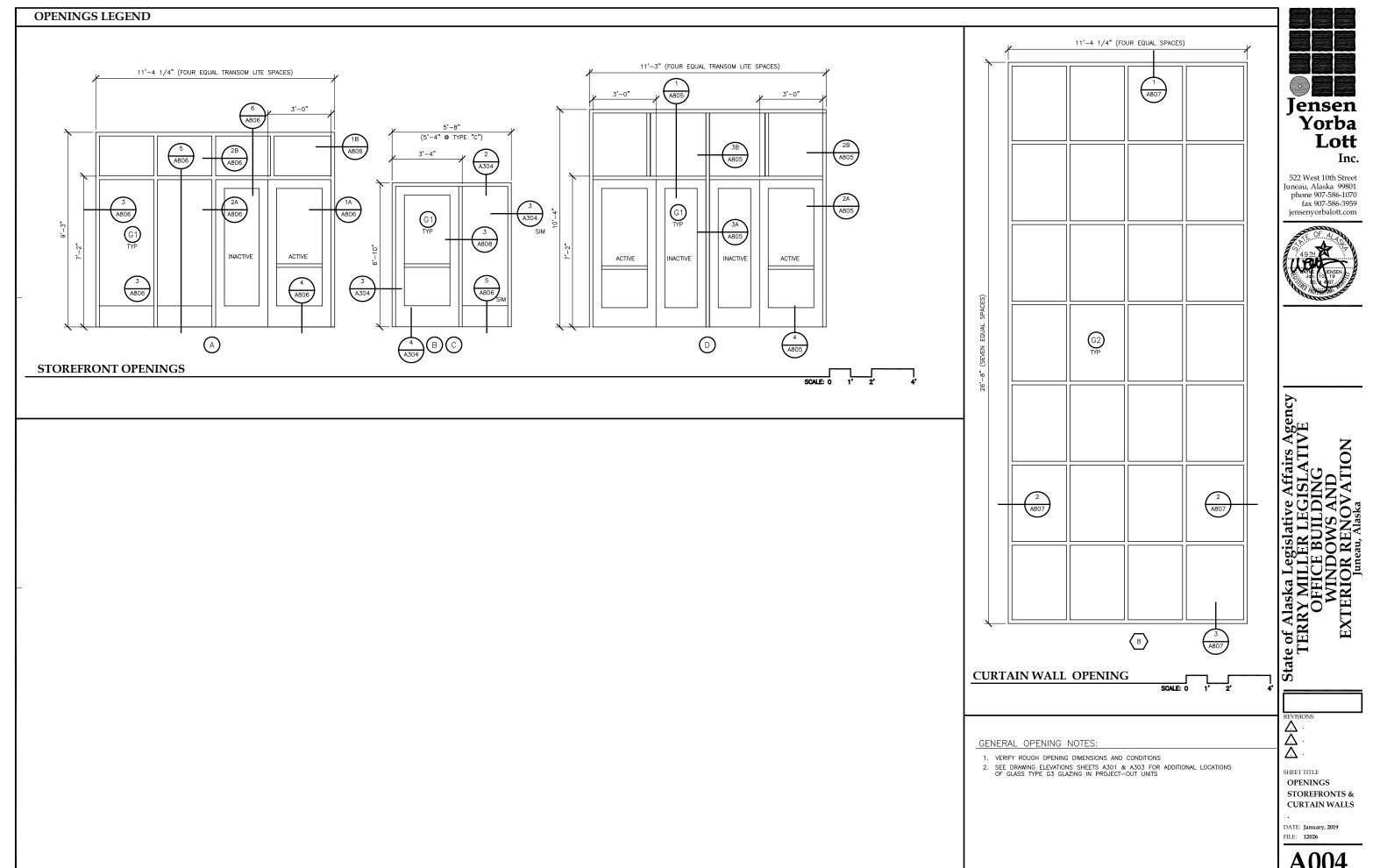
State of Alaska Legislative Arrans Arrans TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION Juneau, Alaska

REVISIONS

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SHEET TITLE

WINDOW TYPES

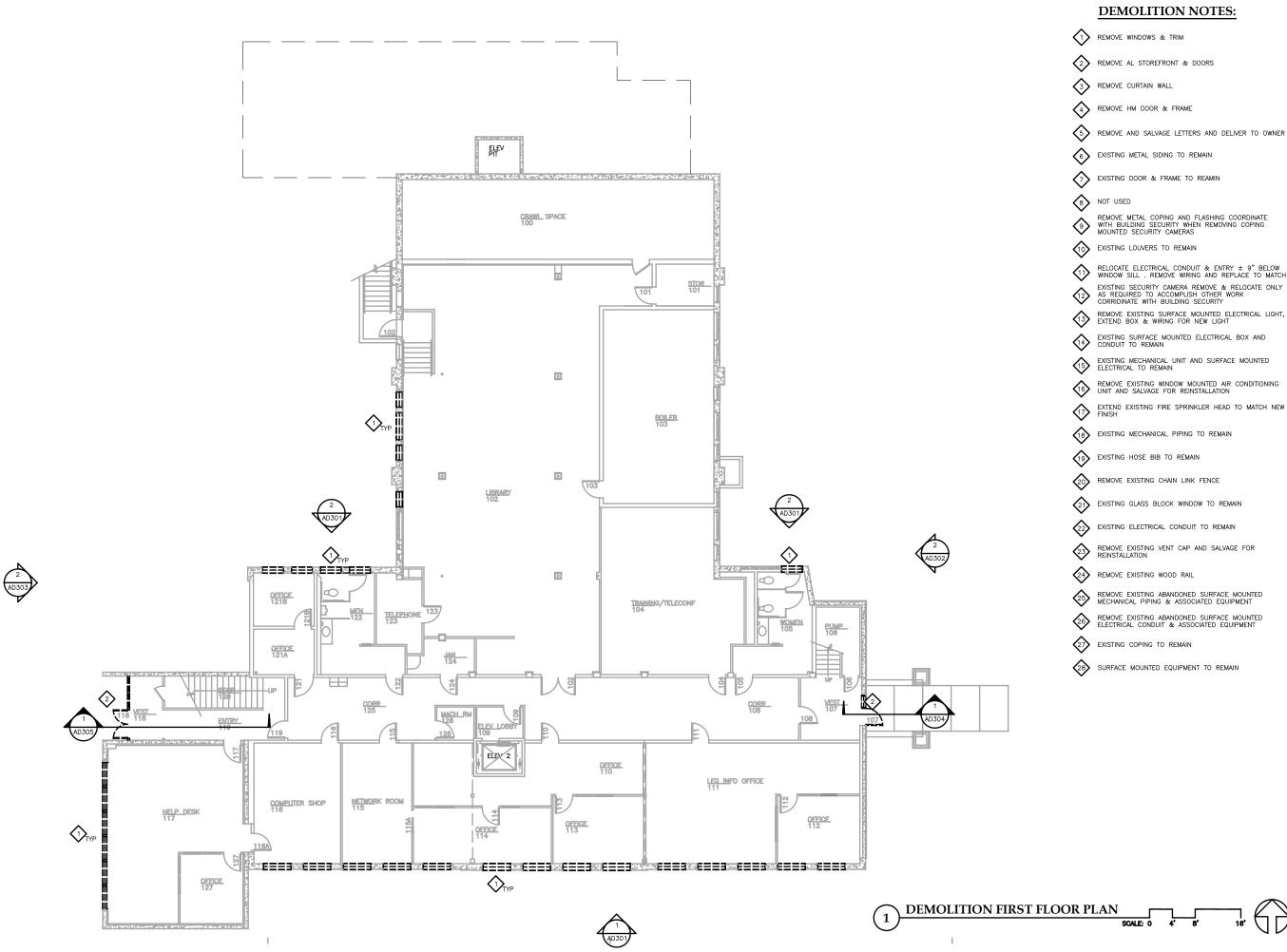


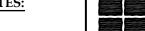
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STOREFRONTS &





Jensen Yorba Lott

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Inc.



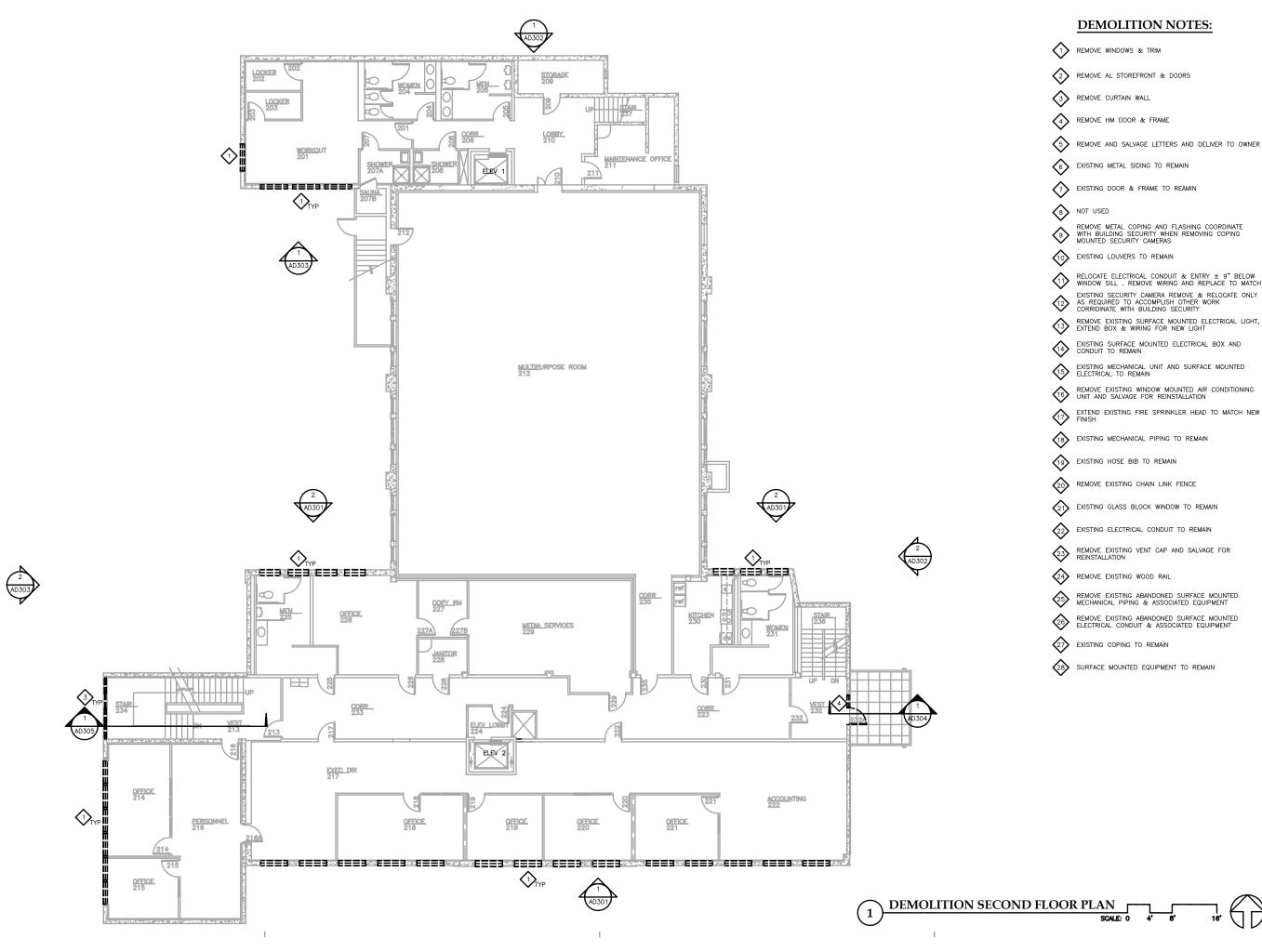
State of Alaska Legislative Affairs Agency TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION Juneau, Alaska

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SHEET TITLE DEMOLITION FIRST FLOOR PLAN

DATE: January, 2019 FILE: 12026

5 d | AD201



RELOCATE ELECTRICAL CONDUIT & ENTRY  $\pm$  9" BELOW WINDOW SILL . REMOVE WIRING AND REPLACE TO MATCH

lensen Yorba Lott Inc. 522 West 10th Street uneau, Alaska 99801

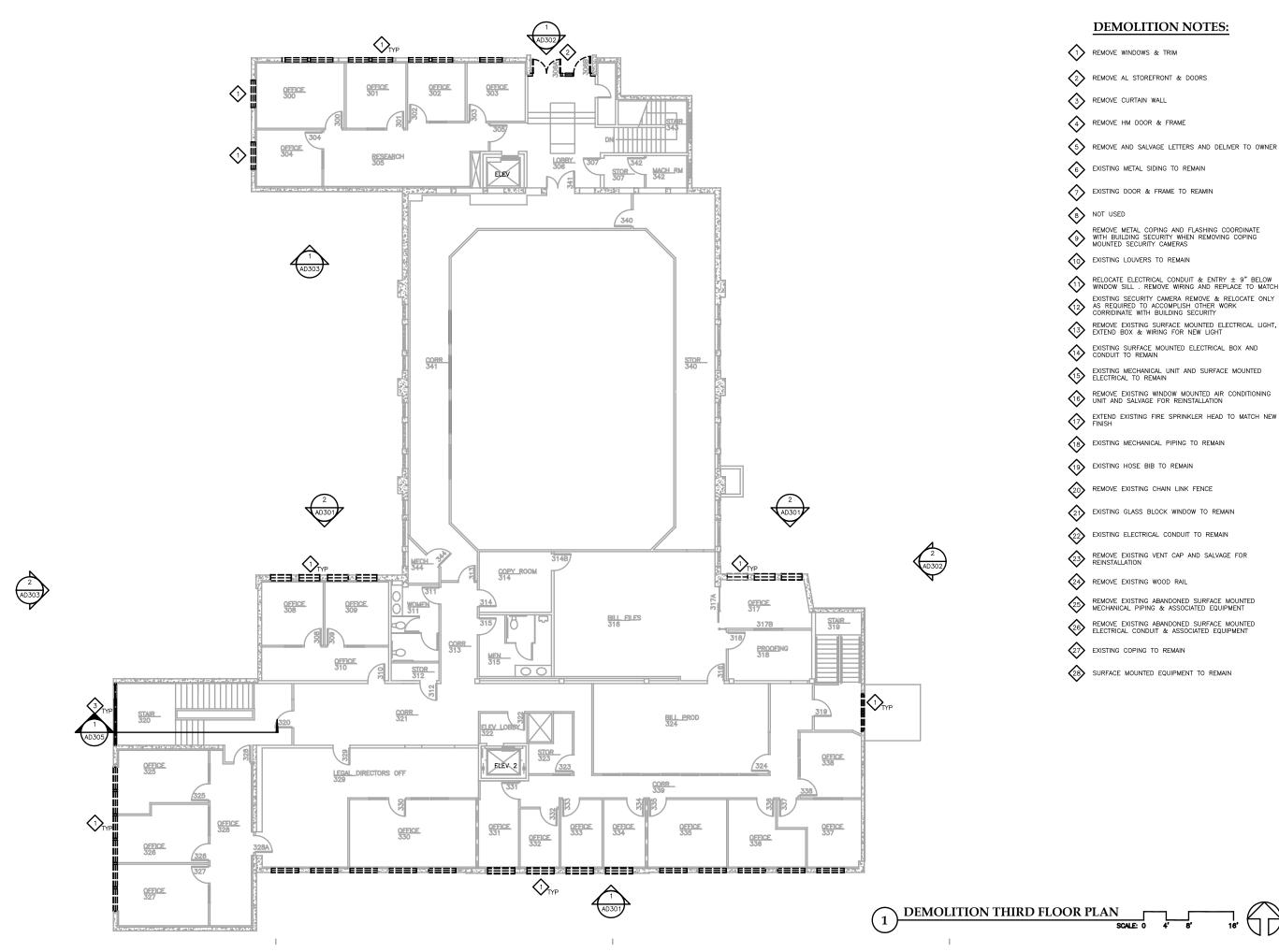
phone 907-586-1070 fax 907-586-3959 jensenyorbalott.com



# State of Alaska Legislative TERRY MILLER LEG OFFICE BUILD WINDOWS A EXTERIOR RENOY

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SHEET TITLE DEMOLITION SECOND FLOOR PLAN



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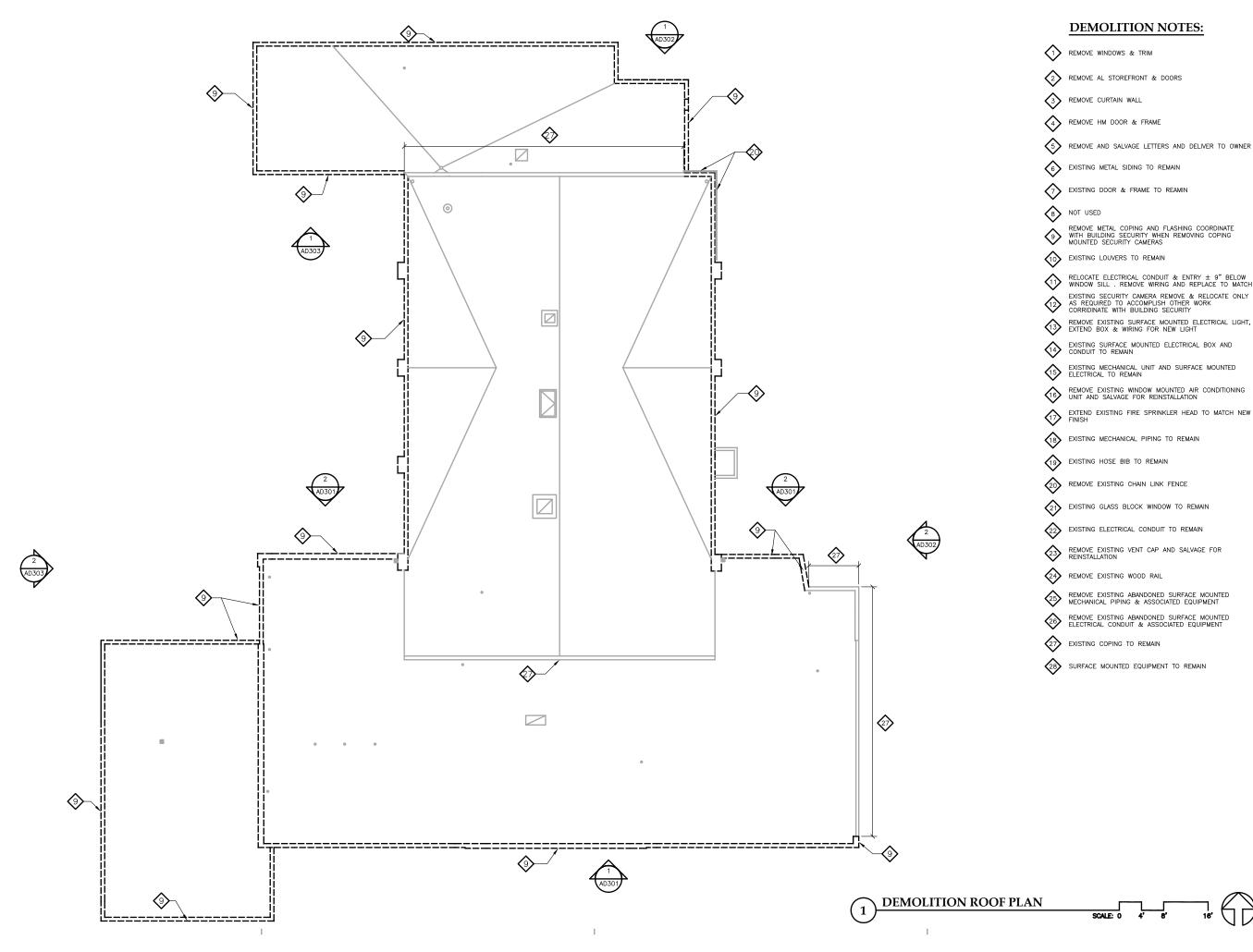
> 522 West 10th Street uneau, Alaska 99801 phone 907-586-1070 fax 907-586-3959 jensenvorbalott.com

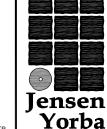


## State of Alaska Legislative A TERRY MILLER LEGI OFFICE BUILDI WINDOWS AN EXTERIOR RENOV

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> SHEET TITLE DEMOLITION THIRD FLOOR PLAN





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State of Alaska Legislative Affairs Agenc TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION

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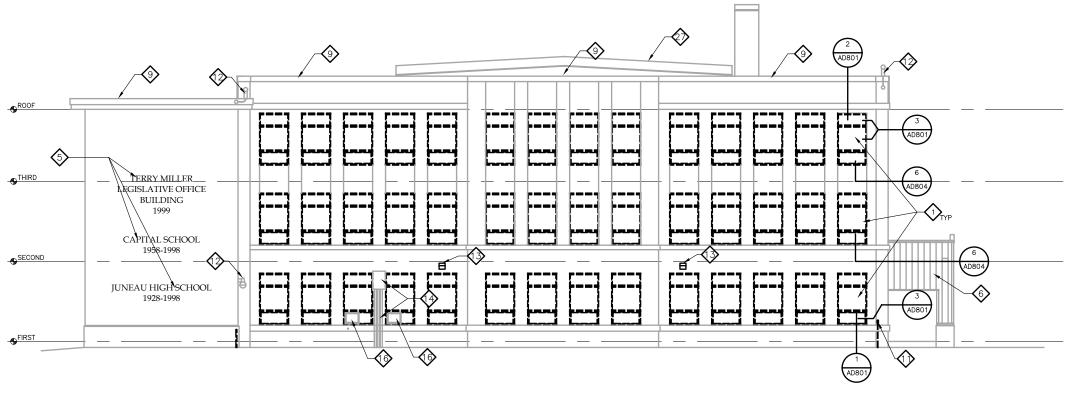
SHEET TITLE

DEMOLITION

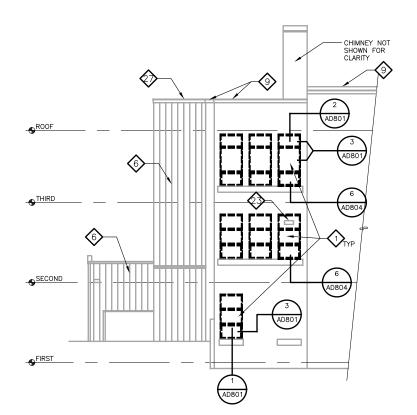
ROOF PLAN

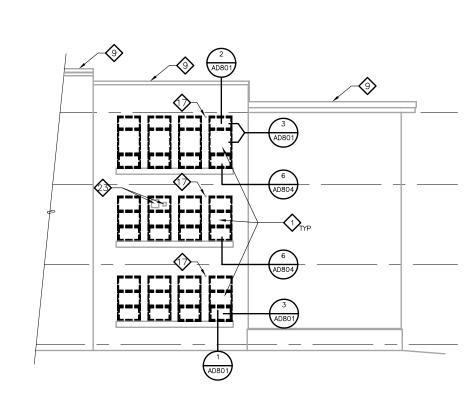
DATE: **January, 2019**FILE: **12026** 

AD204



**DEMOLITION SOUTH ELEVATION** 





SCALE: 0

SCALE: 0

**DEMOLITION NORTH ELEVATION** 

## **DEMOLITION NOTES:**

1) REMOVE WINDOWS & TRIM

REMOVE AL STOREFRONT & DOORS

REMOVE CURTAIN WALL

REMOVE HM DOOR & FRAME

REMOVE AND SALVAGE LETTERS AND DELIVER TO OWNER

6 EXISTING METAL SIDING TO REMAIN

7 EXISTING DOOR & FRAME TO REAMIN

8 NOT USED

REMOVE METAL COPING AND FLASHING COORDINATE WITH BUILDING SECURITY WHEN REMOVING COPING MOUNTED SECURITY CAMERAS

EXISTING LOUVERS TO REMAIN

RELOCATE ELECTRICAL CONDUIT & ENTRY ± 9" BELOW WINDOW SILL . REMOVE WIRING AND REPLACE TO MATC

EXISTING SECURITY CAMERA REMOVE & RELOCATE ONLY AS REQUIRED TO ACCOMPLISH OTHER WORK CORRIDINATE WITH BUILDING SECURITY

REMOVE EXISTING SURFACE MOUNTED ELECTRICAL LIGHT EXTEND BOX & WIRING FOR NEW LIGHT

EXISTING SURFACE MOUNTED ELECTRICAL BOX AND CONDUIT TO REMAIN

25 EXISTING MECHANICAL UNIT AND SURFACE MOUNTED ELECTRICAL TO REMAIN

REMOVE EXISTING WINDOW MOUNTED AIR CONDITIONING UNIT AND SALVAGE FOR REINSTALLATION

EXTEND EXISTING FIRE SPRINKLER HEAD TO MATCH NEW FINISH

18 EXISTING MECHANICAL PIPING TO REMAIN

19 EXISTING HOSE BIB TO REMAIN

REMOVE EXISTING CHAIN LINK FENCE

21) EXISTING GLASS BLOCK WINDOW TO REMAIN

22 EXISTING ELECTRICAL CONDUIT TO REMAIN

REMOVE EXISTING VENT CAP AND SALVAGE FOR REINSTALLATION

24 REMOVE EXISTING WOOD RAIL

REMOVE EXISTING ABANDONED SURFACE MOUNTED MECHANICAL PIPING & ASSOCIATED EQUIPMENT

REMOVE EXISTING ABANDONED SURFACE MOUNTED ELECTRICAL CONDUIT & ASSOCIATED EQUIPMENT

27 EXISTING COPING TO REMAIN

SURFACE MOUNTED EQUIPMENT TO REMAIN



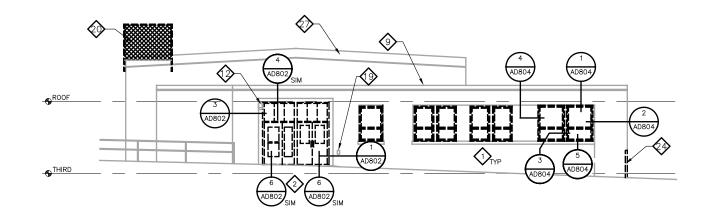
522 West 10th Street uneau, Alaska 99801 phone 907-586-1070 fax 907-586-3959 jensenyorbalott.com

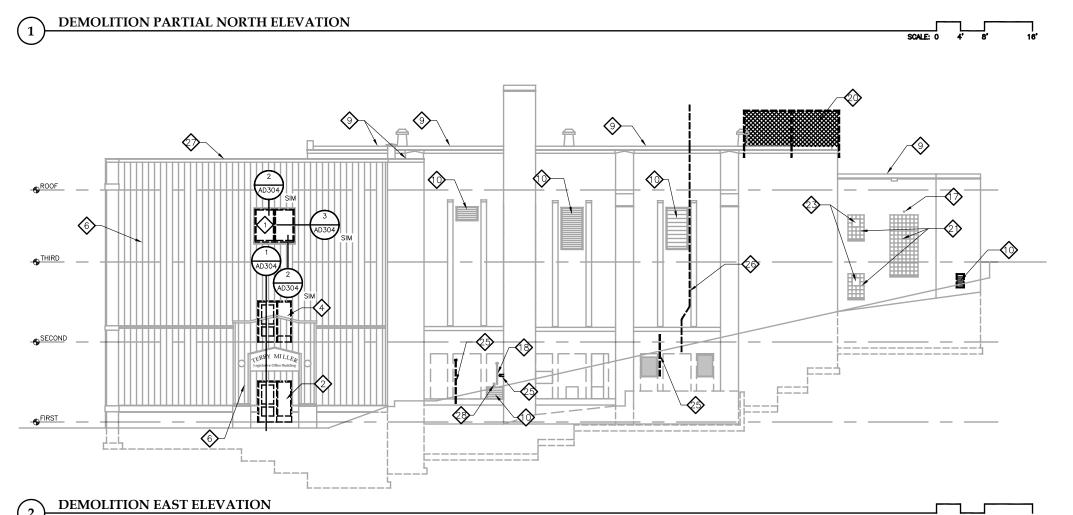


## State of Alaska Legislative Af TERRY MILLER LEGIS OFFICE BUILDIN WINDOWS ANI EXTERIOR RENOVA

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SHEET TITLE DEMOLITION ELEVATIONS





## **DEMOLITION NOTES:**

REMOVE WINDOWS & TRIM

2 REMOVE AL STOREFRONT & DOORS

REMOVE CURTAIN WALL

REMOVE HM DOOR & FRAME

5 REMOVE AND SALVAGE LETTERS AND DELIVER TO OWNER

6 EXISTING METAL SIDING TO REMAIN

7 EXISTING DOOR & FRAME TO REAMIN

8 NOT USED

9 REMOVE METAL COPING AND FLASHING COORDINATE WITH BUILDING SECURITY WHEN REMOVING COPING MOUNTED SECURITY CAMERAS

EXISTING LOUVERS TO REMAIN

RELOCATE ELECTRICAL CONDUIT & ENTRY ± 9" BELOW WINDOW SILL . REMOVE WIRING AND REPLACE TO MATCH

EXISTING SECURITY CAMERA REMOVE & RELOCATE ONLY AS REQUIRED TO ACCOMPLISH OTHER WORK CORRIDINATE WITH BUILDING SECURITY

REMOVE EXISTING SURFACE MOUNTED ELECTRICAL LIGHT EXTEND BOX & WIRING FOR NEW LIGHT

existing surface mounted electrical box and conduit to remain

EXISTING MECHANICAL UNIT AND SURFACE MOUNTED ELECTRICAL TO REMAIN

REMOVE EXISTING WINDOW MOUNTED AIR CONDITIONING UNIT AND SALVAGE FOR REINSTALLATION

EXTEND EXISTING FIRE SPRINKLER HEAD TO MATCH NEW FINISH

18 EXISTING MECHANICAL PIPING TO REMAIN

19 EXISTING HOSE BIB TO REMAIN

REMOVE EXISTING CHAIN LINK FENCE

EXISTING GLASS BLOCK WINDOW TO REMAIN

22 EXISTING ELECTRICAL CONDUIT TO REMAIN

REMOVE EXISTING VENT CAP AND SALVAGE FOR REINSTALLATION

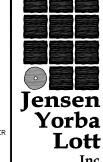
REMOVE EXISTING WOOD RAIL

REMOVE EXISTING ABANDONED SURFACE MOUNTED MECHANICAL PIPING & ASSOCIATED EQUIPMENT

REMOVE EXISTING ABANDONED SURFACE MOUNTED ELECTRICAL CONDUIT & ASSOCIATED EQUIPMENT

27 EXISTING COPING TO REMAIN

28 SURFACE MOUNTED EQUIPMENT TO REMAIN



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## | State of Alaska Legislative Affairs Agenc TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION Juneau, Alaska

REVISIONS

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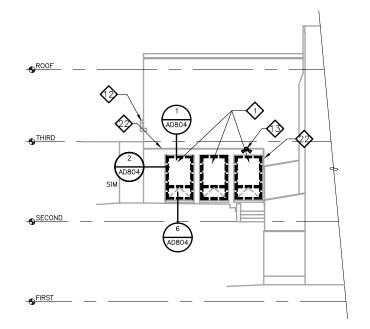
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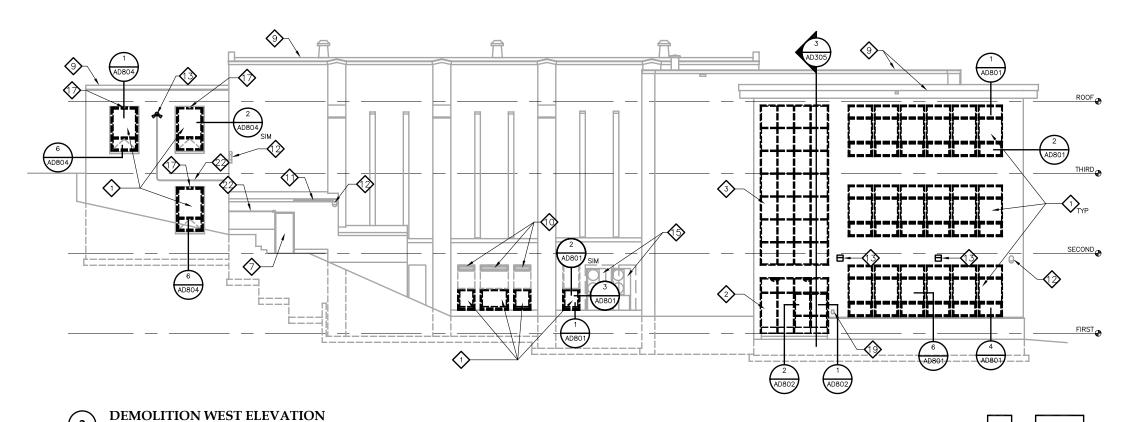
ELEVATIONS

DATE: **January, 2019** FILE: **12026** 

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## **DEMOLITION NOTES:**

1) REMOVE WINDOWS & TRIM

2 REMOVE AL STOREFRONT & DOORS

REMOVE CURTAIN WALL

4 REMOVE HM DOOR & FRAME

REMOVE AND SALVAGE LETTERS AND DELIVER TO OWNER

6 EXISTING METAL SIDING TO REMAIN

7 EXISTING DOOR & FRAME TO REAMIN

8 NOT USED

REMOVE METAL COPING AND FLASHING COORDINATE WITH BUILDING SECURITY WHEN REMOVING COPING MOUNTED SECURITY CAMERAS

EXISTING LOUVERS TO REMAIN

RELOCATE ELECTRICAL CONDUIT & ENTRY ± 9" BELOW WINDOW SILL . REMOVE WIRING AND REPLACE TO MATCH

12) EXISTING SECURITY CAMERA REMOVE & RELOCATE ONLY AS REQUIRED TO ACCOMPLISH OTHER WORK CORRIDINATE WITH BUILDING SECURITY

REMOVE EXISTING SURFACE MOUNTED ELECTRICAL LIGHT, EXTEND BOX & WIRING FOR NEW LIGHT

EXISTING SURFACE MOUNTED ELECTRICAL BOX AND CONDUIT TO REMAIN

EXISTING MECHANICAL UNIT AND SURFACE MOUNTED ELECTRICAL TO REMAIN

REMOVE EXISTING WINDOW MOUNTED AIR CONDITIONING UNIT AND SALVAGE FOR REINSTALLATION

EXTEND EXISTING FIRE SPRINKLER HEAD TO MATCH NEW FINISH

18 EXISTING MECHANICAL PIPING TO REMAIN

19 EXISTING HOSE BIB TO REMAIN

REMOVE EXISTING CHAIN LINK FENCE

21) EXISTING GLASS BLOCK WINDOW TO REMAIN

22 EXISTING ELECTRICAL CONDUIT TO REMAIN

REMOVE EXISTING VENT CAP AND SALVAGE FOR REINSTALLATION

REMOVE EXISTING WOOD RAIL

REMOVE EXISTING ABANDONED SURFACE MOUNTED MECHANICAL PIPING & ASSOCIATED EQUIPMENT

REMOVE EXISTING ABANDONED SURFACE MOUNTED ELECTRICAL CONDUIT & ASSOCIATED EQUIPMENT

27 EXISTING COPING TO REMAIN

SCALE: 0

28 SURFACE MOUNTED EQUIPMENT TO REMAIN



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REVISIONS

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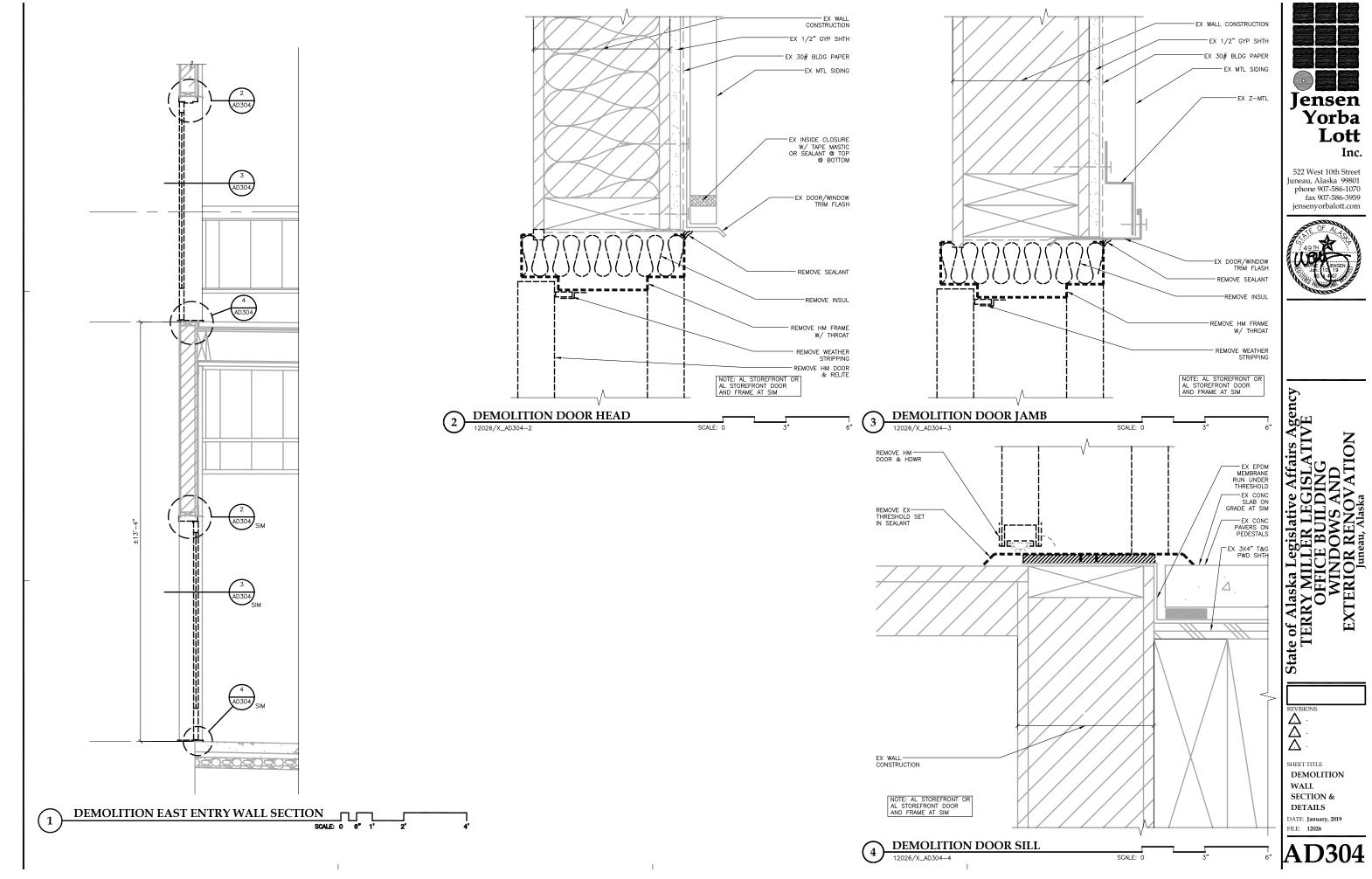
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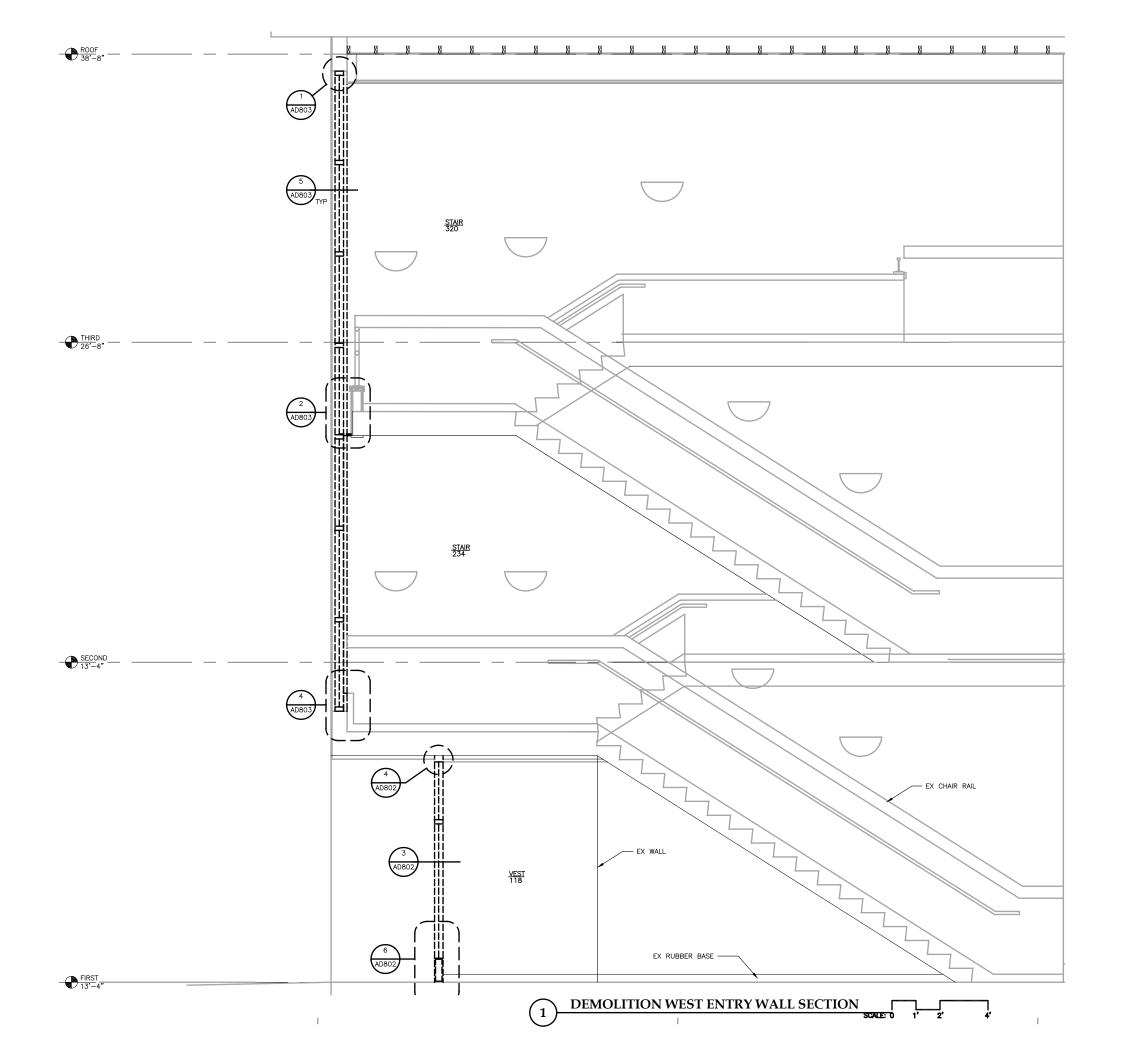
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ELEVATIONS

DATE: **January, 2019** FILE: **12026** 

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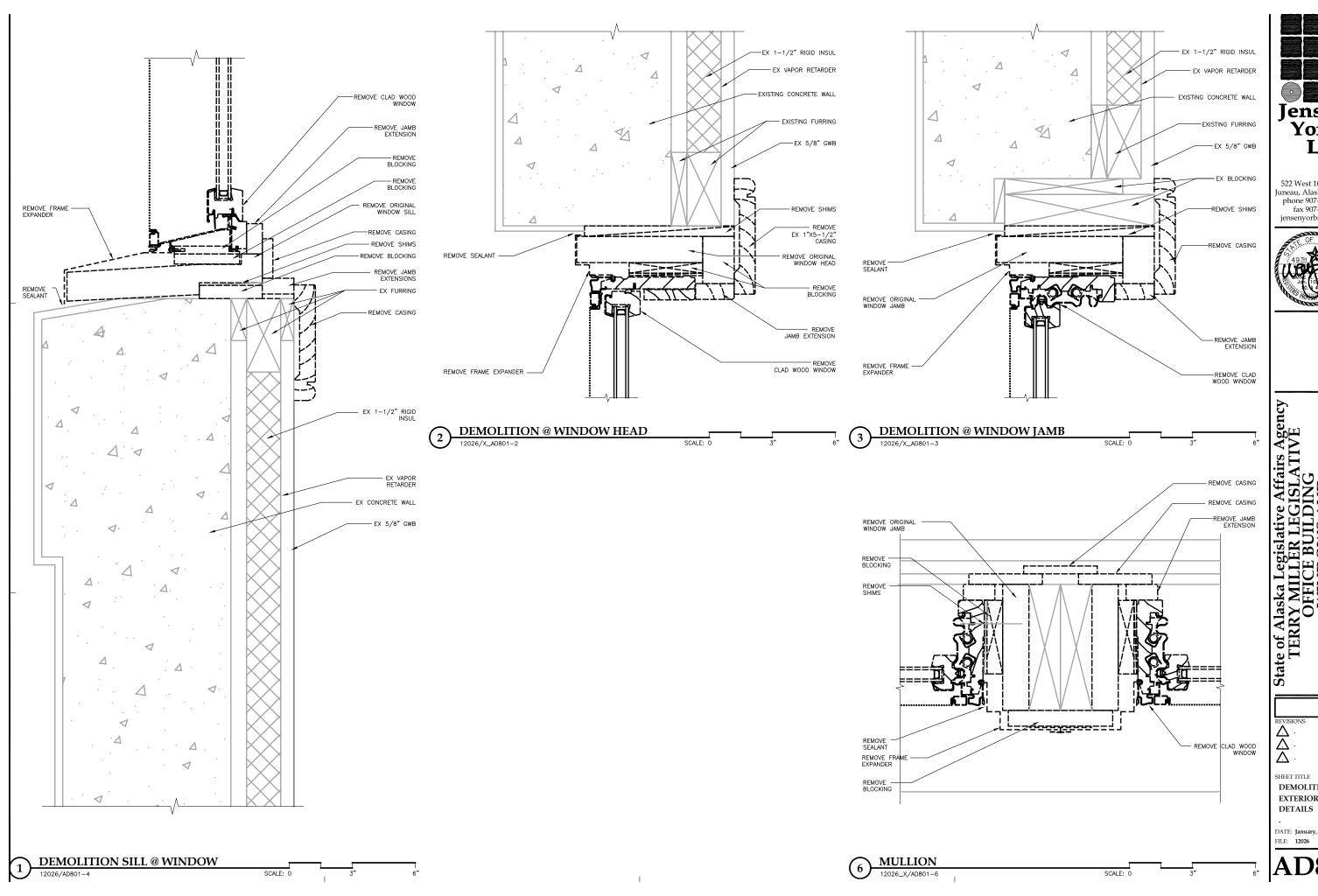


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SHEET TITLE DEMOLITION WALL SECTION

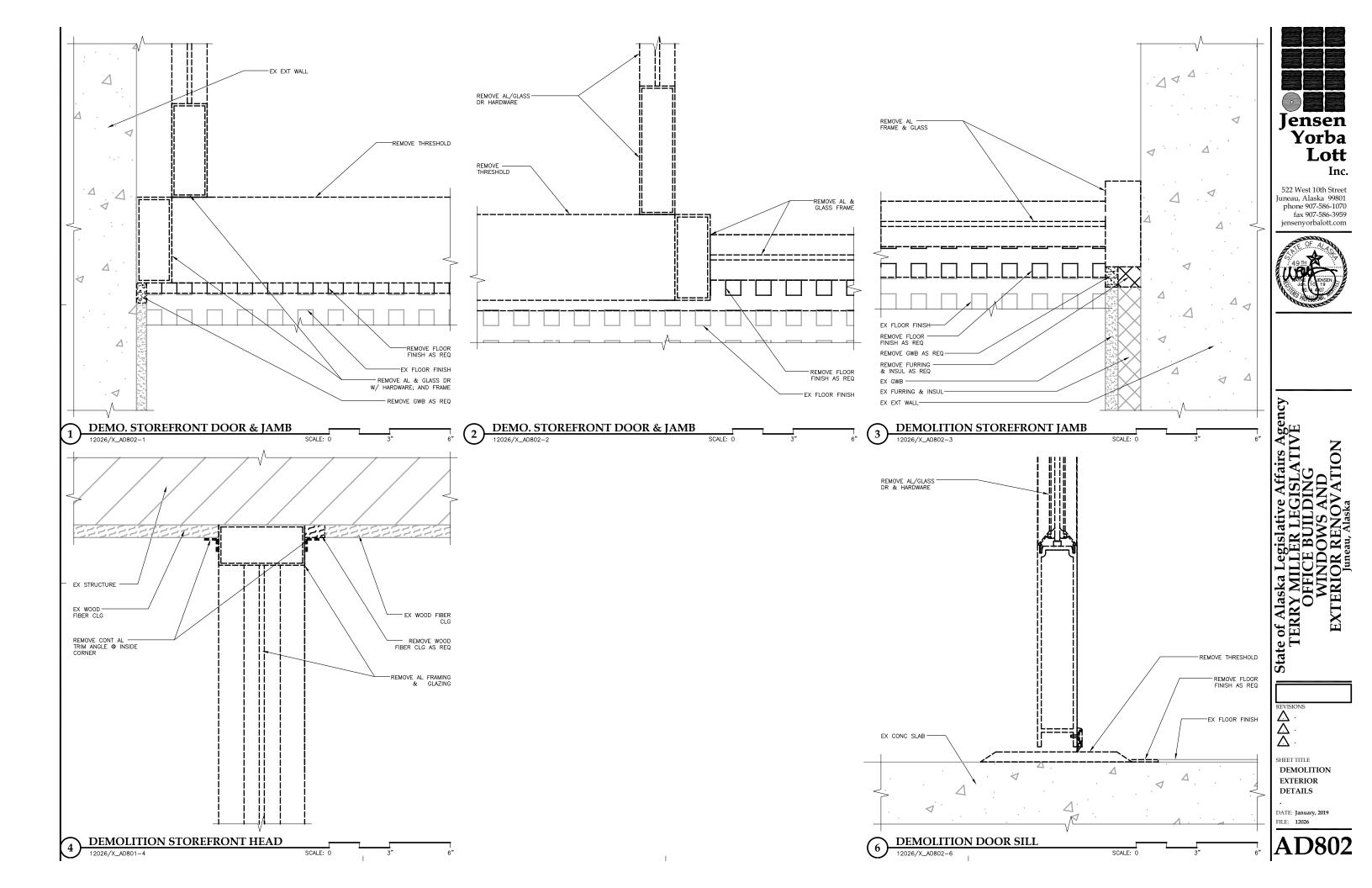


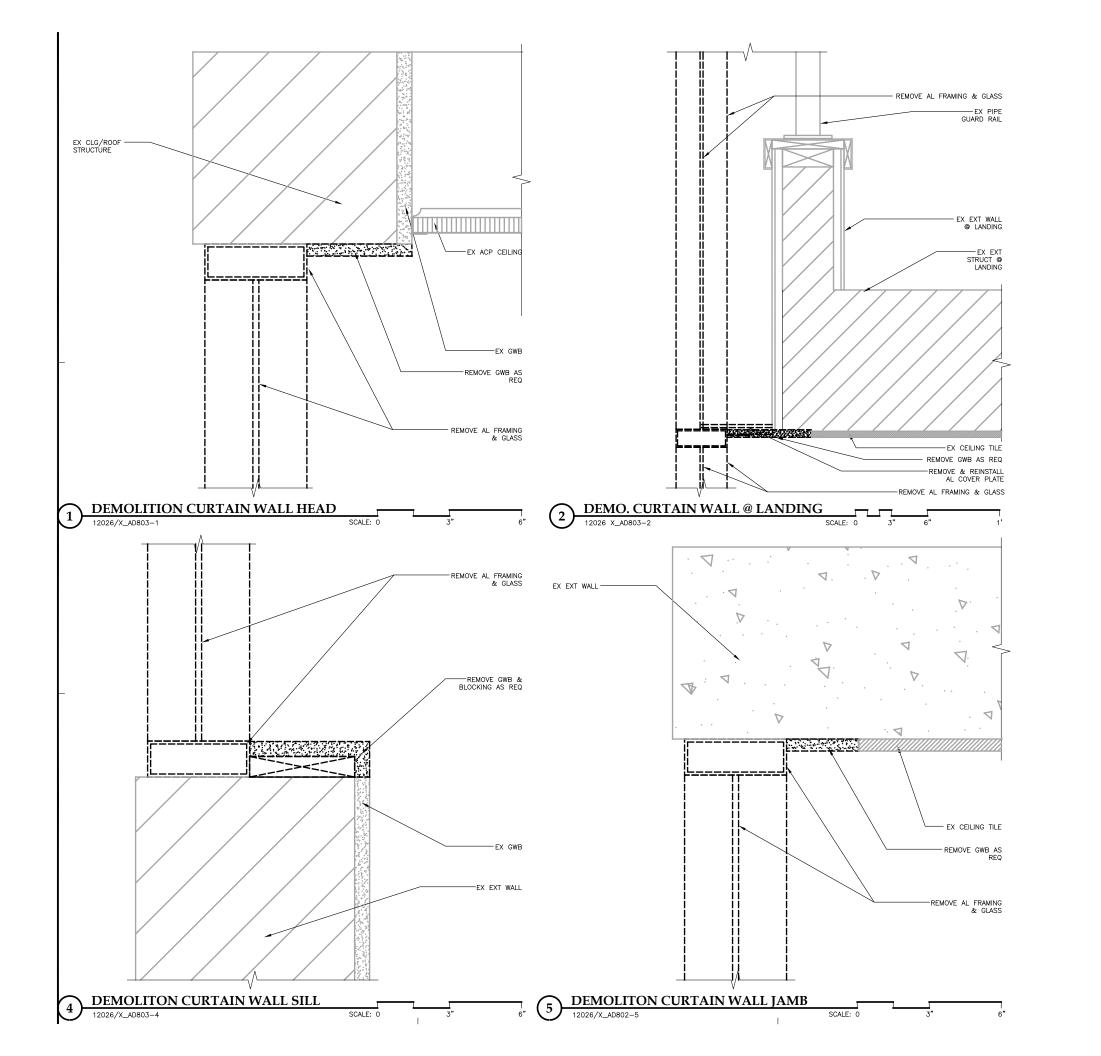
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DEMOLITION EXTERIOR DETAILS







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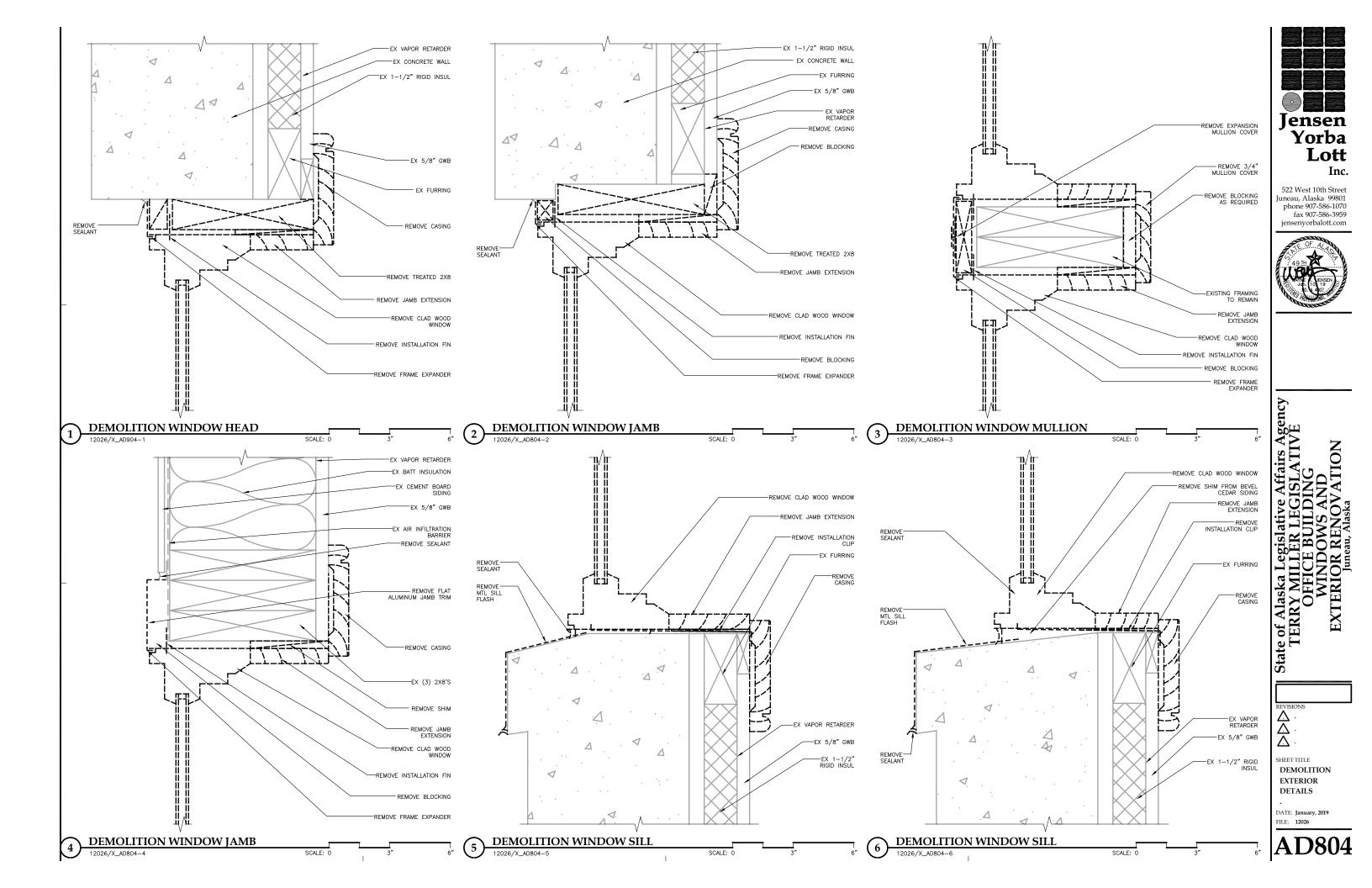
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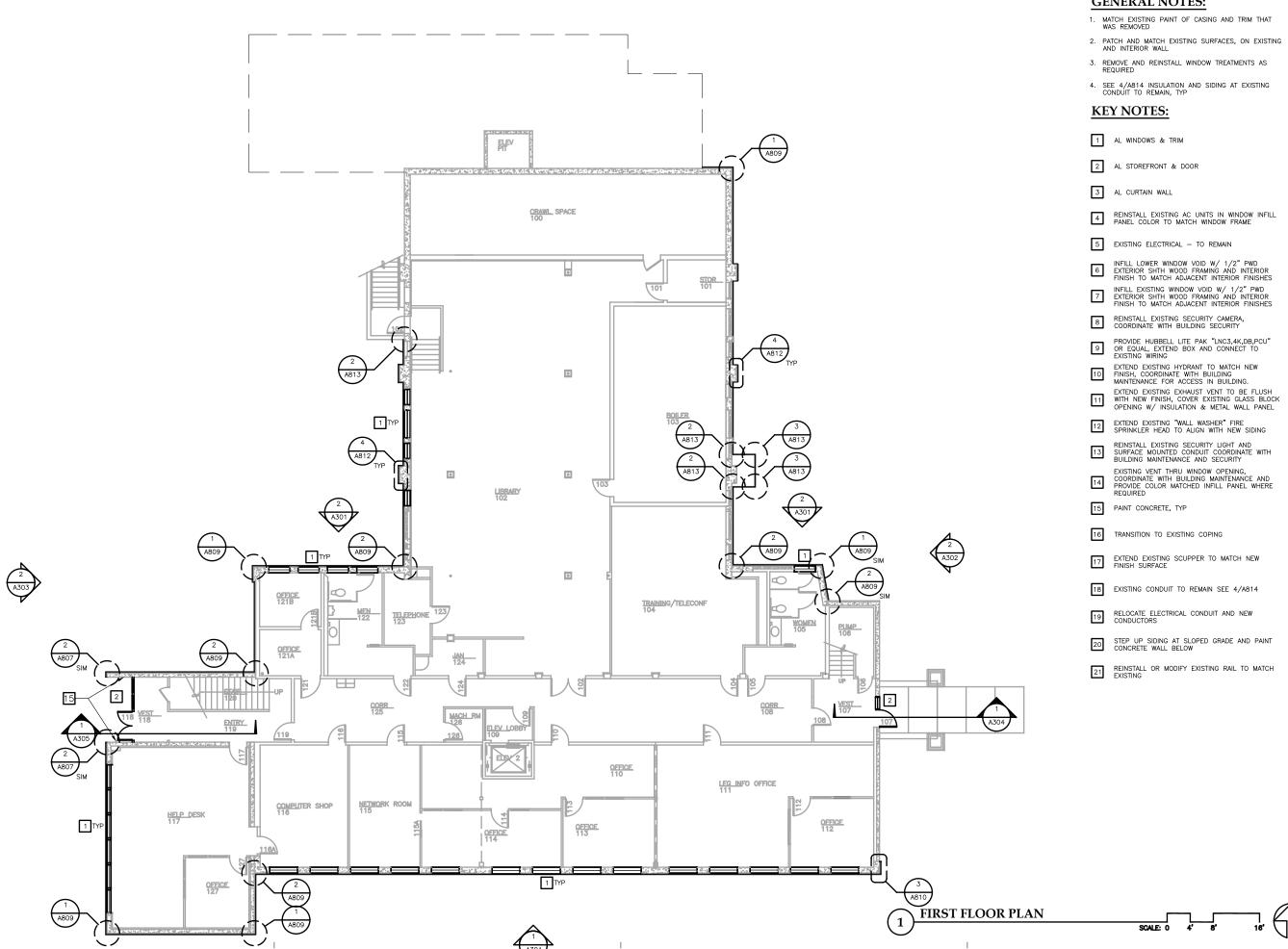
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SHEET TITLE
DEMOLITION
EXTERIOR
DETAILS

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## **GENERAL NOTES:**



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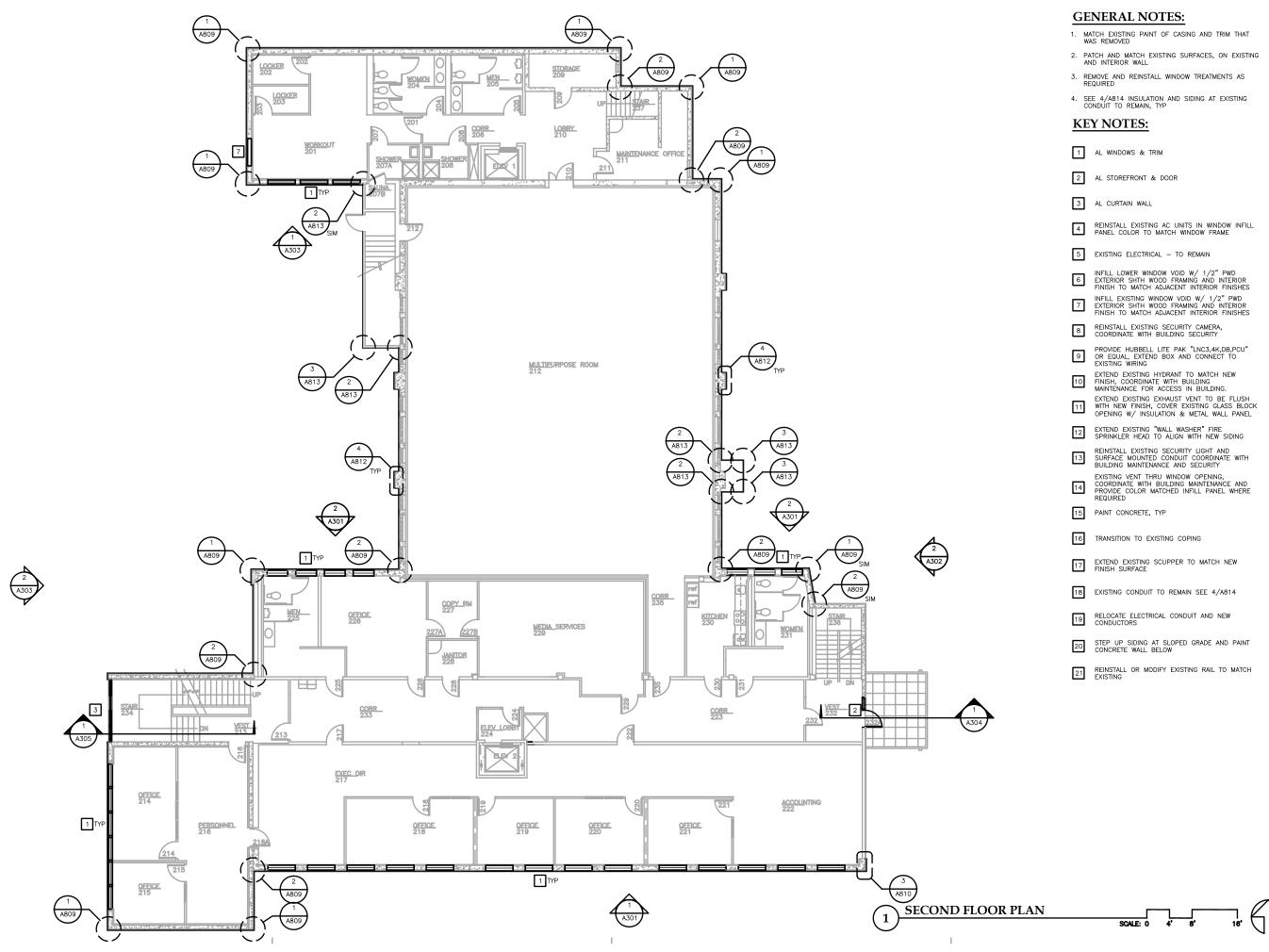
State of Alaska Legislative Affairs Agency TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION Juneau, Alaska

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SHEET TITLE FIRST FLOOR PLAN

DATE: January, 2019 FILE: 12026

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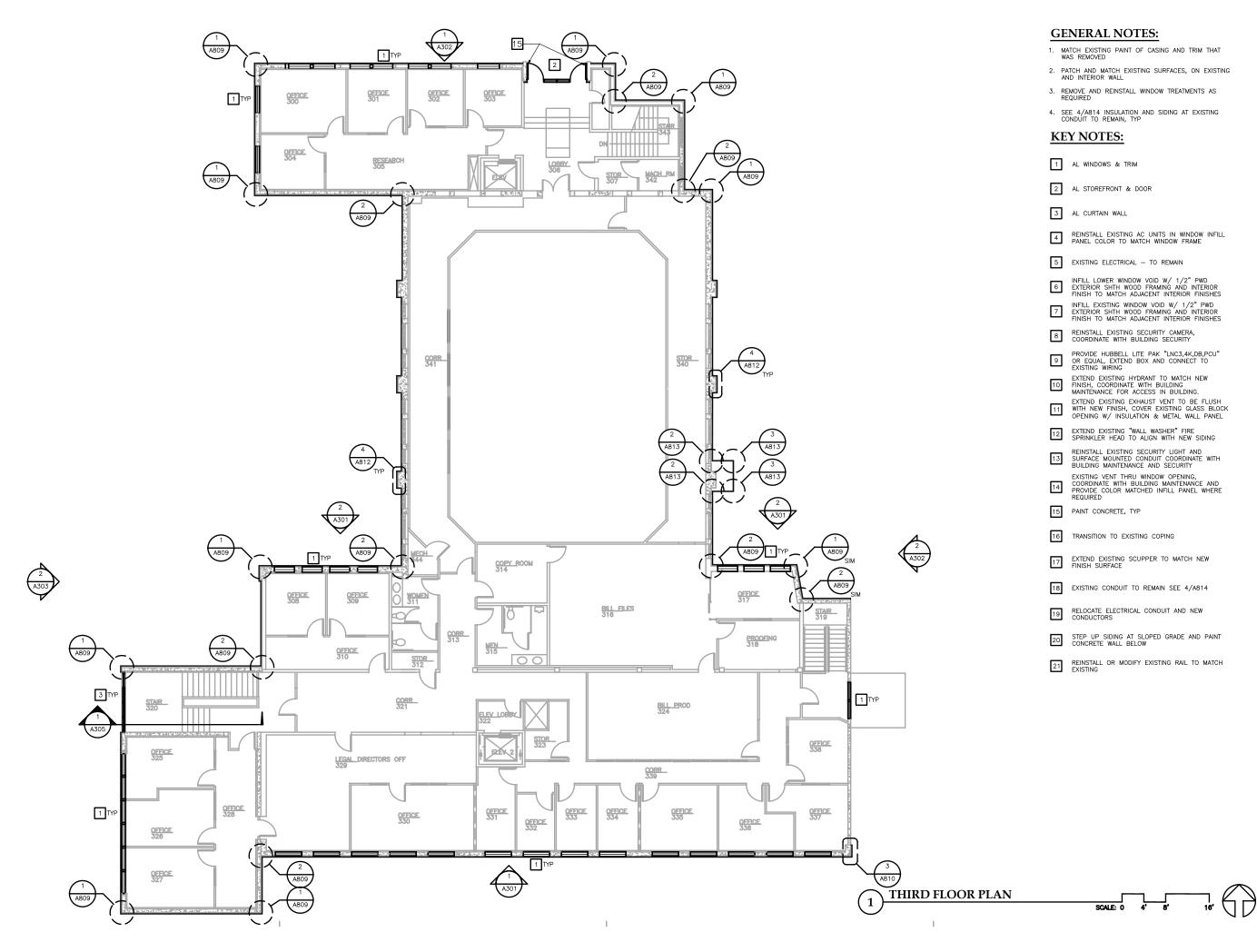
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PLAN

SHEET TITLE SECOND FLOOR

DATE: January, 2019 FILE: 12026

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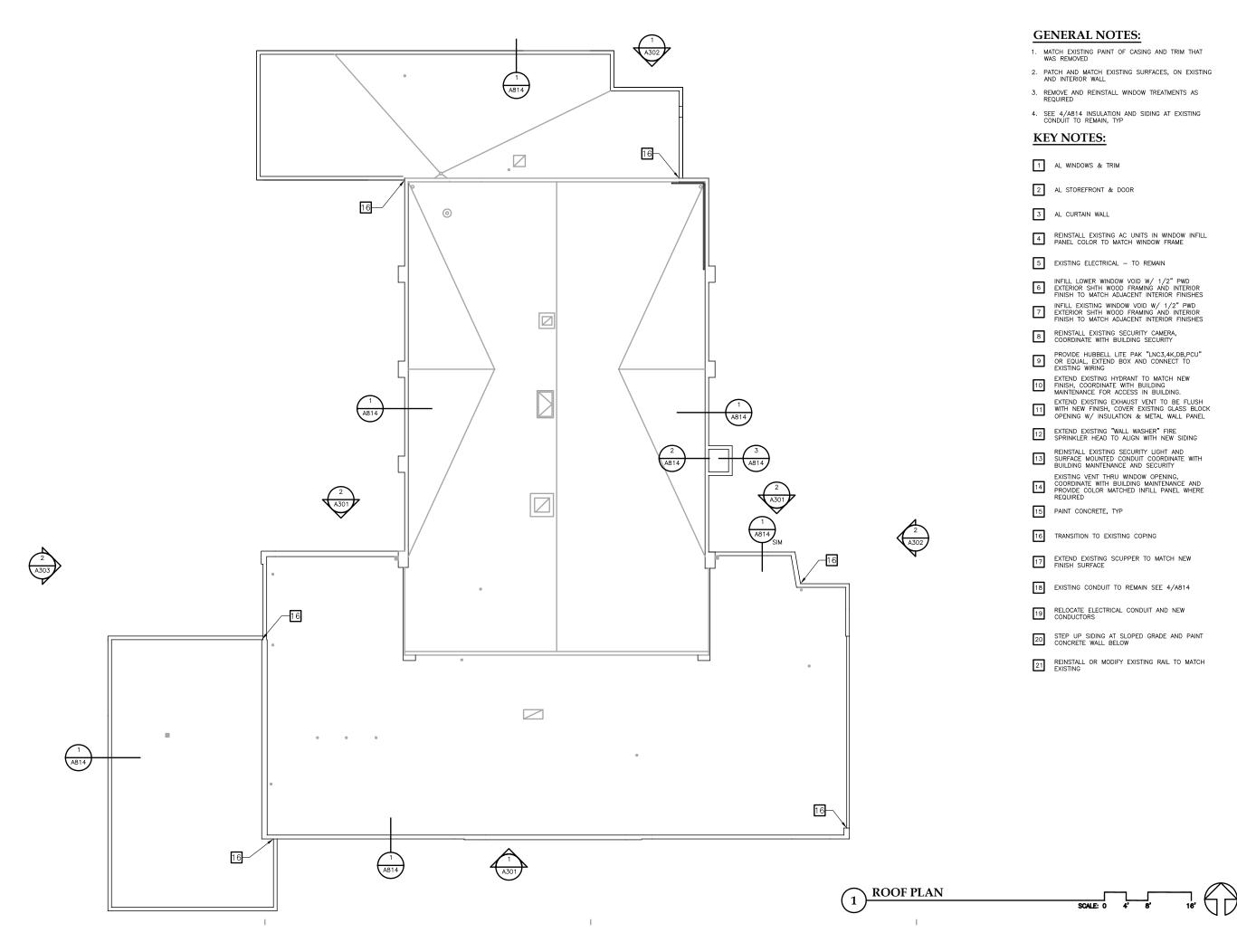
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SHEET TITLE
THIRD FLOOR

PLAN

DATE: **January, 2019** FILE: **12026** 





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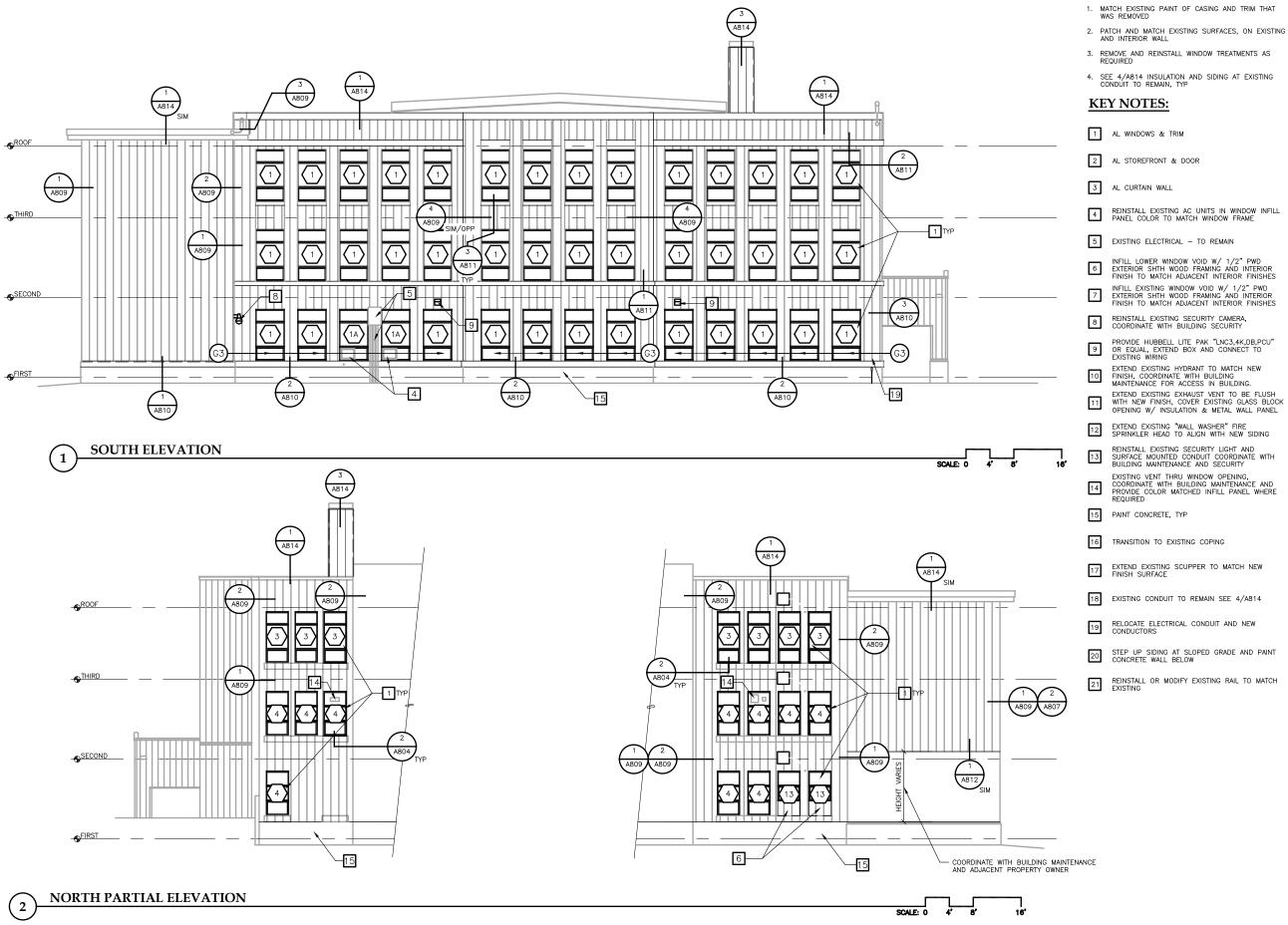
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SHEET TITLE
ROOF PLAN

DATE: **January, 2019**FILE: **12026** 



**GENERAL NOTES:** 

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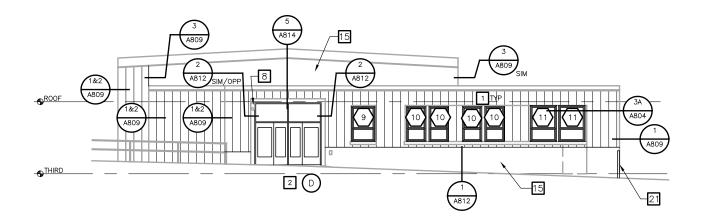
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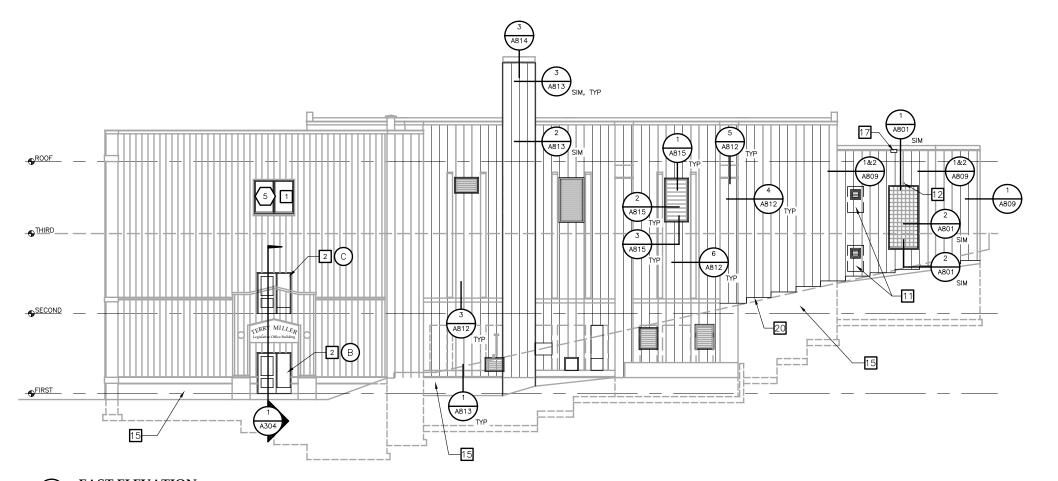
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SHEET TITLE ELEVATIONS



NORTH PARTIAL ELEVATION

SCALE: 0 4' 8' 16'



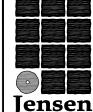
EAST ELEVATION

## **GENERAL NOTES:**

- 1. MATCH EXISTING PAINT OF CASING AND TRIM THAT WAS REMOVED
- 2. PATCH AND MATCH EXISTING SURFACES, ON EXISTING AND INTERIOR WALL
- 3. REMOVE AND REINSTALL WINDOW TREATMENTS AS REQUIRED
- 4. SEE 4/A814 INSULATION AND SIDING AT EXISTING CONDUIT TO REMAIN, TYP

## **KEY NOTES:**

- 1 AL WINDOWS & TRIM
- 2 AL STOREFRONT & DOOR
- 3 AL CURTAIN WALL
- 4 REINSTALL EXISTING AC UNITS IN WINDOW INFILL PANEL COLOR TO MATCH WINDOW FRAME
- 5 EXISTING ELECTRICAL TO REMAIN
- INFILL LOWER WINDOW VOID W/ 1/2" PWD
  EXTERIOR SHTH WOOD FRAMING AND INTERIOR
  FINISH TO MATCH ADJACENT INTERIOR FINISHES
- INFILL EXISTING WINDOW VOID W/ 1/2" PWD EXTERIOR SHTH WOOD FRAMING AND INTERIOR FINISH TO MATCH ADJACENT INTERIOR FINISHES
- 8 REINSTALL EXISTING SECURITY CAMERA, COORDINATE WITH BUILDING SECURITY
- PROVIDE HUBBELL LITE PAK "LNC3,4K,DB,PCU" OR EQUAL, EXTEND BOX AND CONNECT TO EXISTING WIRING
- EXTEND EXISTING HYDRANT TO MATCH NEW FINISH, COORDINATE WITH BUILDING MAINTENANCE FOR ACCESS IN BUILDING.
- EXTEND EXISTING EXHAUST VENT TO BE FLUSH
  WITH NEW FINISH, COVER EXISTING GLASS BLOCK
  OPENING W/ INSULATION & METAL WALL PANEL
- EXTEND EXISTING "WALL WASHER" FIRE SPRINKLER HEAD TO ALIGN WITH NEW SIDING
- REINSTALL EXISTING SECURITY LIGHT AND SURFACE MOUNTED CONDUIT COORDINATE WITH BUILDING MAINTENANCE AND SECURITY
- EXISTING VENT THRU WINDOW OPENING,
  COORDINATE WITH BUILDING MAINTENANCE AND
  PROVIDE COLOR MATCHED INFILL PANEL WHERE
  REQUIRED
- 15 PAINT CONCRETE, TYP
- 16 TRANSITION TO EXISTING COPING
- EXTEND EXISTING SCUPPER TO MATCH NEW FINISH SURFACE
- 8 EXISTING CONDUIT TO REMAIN SEE 4/A814
- 19 RELOCATE ELECTRICAL CONDUIT AND NEW CONDUCTORS
- 20 STEP UP SIDING AT SLOPED GRADE AND PAINT CONCRETE WALL BELOW
- REINSTALL OR MODIFY EXISTING RAIL TO MATCH EXISTING



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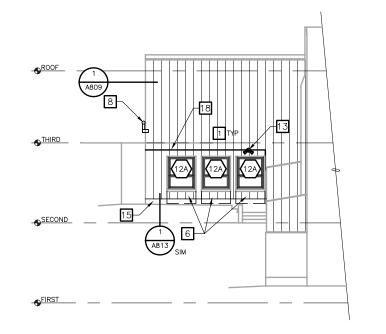
State of Alaska Legislative Affairs Agency
TERRY MILLER LEGISLATIVE
OFFICE BUILDING
WINDOWS AND
EXTERIOR RENOVATION

REVISIONS

SHEET TITLE ELEVATIONS

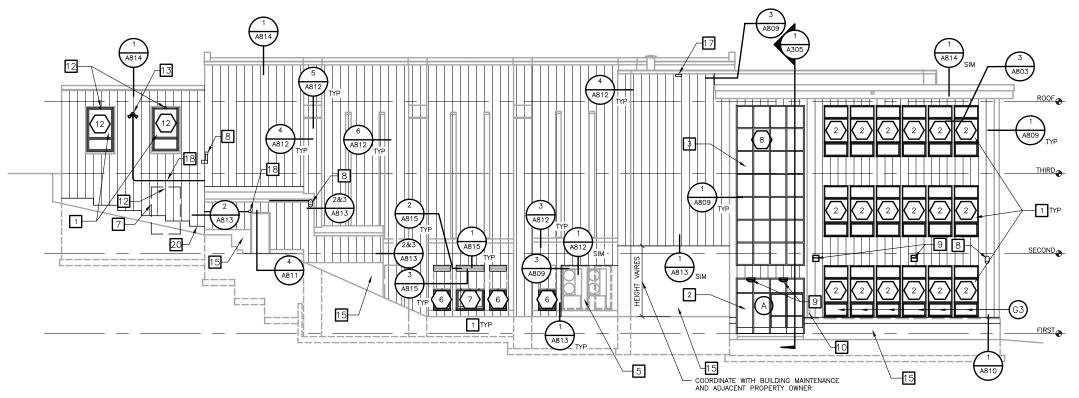
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PARTIAL SOUTH ELEVATION

SCALE: 0 4' 8' 16'



WEST ELEVATION

**GENERAL NOTES:** 

- 1. MATCH EXISTING PAINT OF CASING AND TRIM THAT WAS REMOVED
- 2. PATCH AND MATCH EXISTING SURFACES, ON EXISTING AND INTERIOR WALL
- 3. REMOVE AND REINSTALL WINDOW TREATMENTS AS REQUIRED
- 4. SEE 4/A814 INSULATION AND SIDING AT EXISTING CONDUIT TO REMAIN, TYP

## **KEY NOTES:**

- 1 AL WINDOWS & TRIM
  - AL STOREFRONT & DOOR
- 3 AL CURTAIN WALL
- 4 REINSTALL EXISTING AC UNITS IN WINDOW INFILL PANEL COLOR TO MATCH WINDOW FRAME
- 5 EXISTING ELECTRICAL TO REMAIN
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- 10 EXTEND EXISTING HYDRANT TO MATCH NEW FINISH, COORDINATE WITH BUILDING MAINTENANCE FOR ACCESS IN BUILDING.
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  PROVIDE COLOR MATCHED INFILL PANEL WHERE
  REQUIRED
- 15 PAINT CONCRETE, TYP

SCALE: 0

- 16 TRANSITION TO EXISTING COPING
- EXTEND EXISTING SCUPPER TO MATCH NEW FINISH SURFACE
- EXISTING CONDUIT TO REMAIN SEE 4/A814
- RELOCATE ELECTRICAL CONDUIT AND NEW CONDUCTORS
- 20 STEP UP SIDING AT SLOPED GRADE AND PAINT CONCRETE WALL BELOW
- 21 REINSTALL OR MODIFY EXISTING RAIL TO MATCH EXISTING

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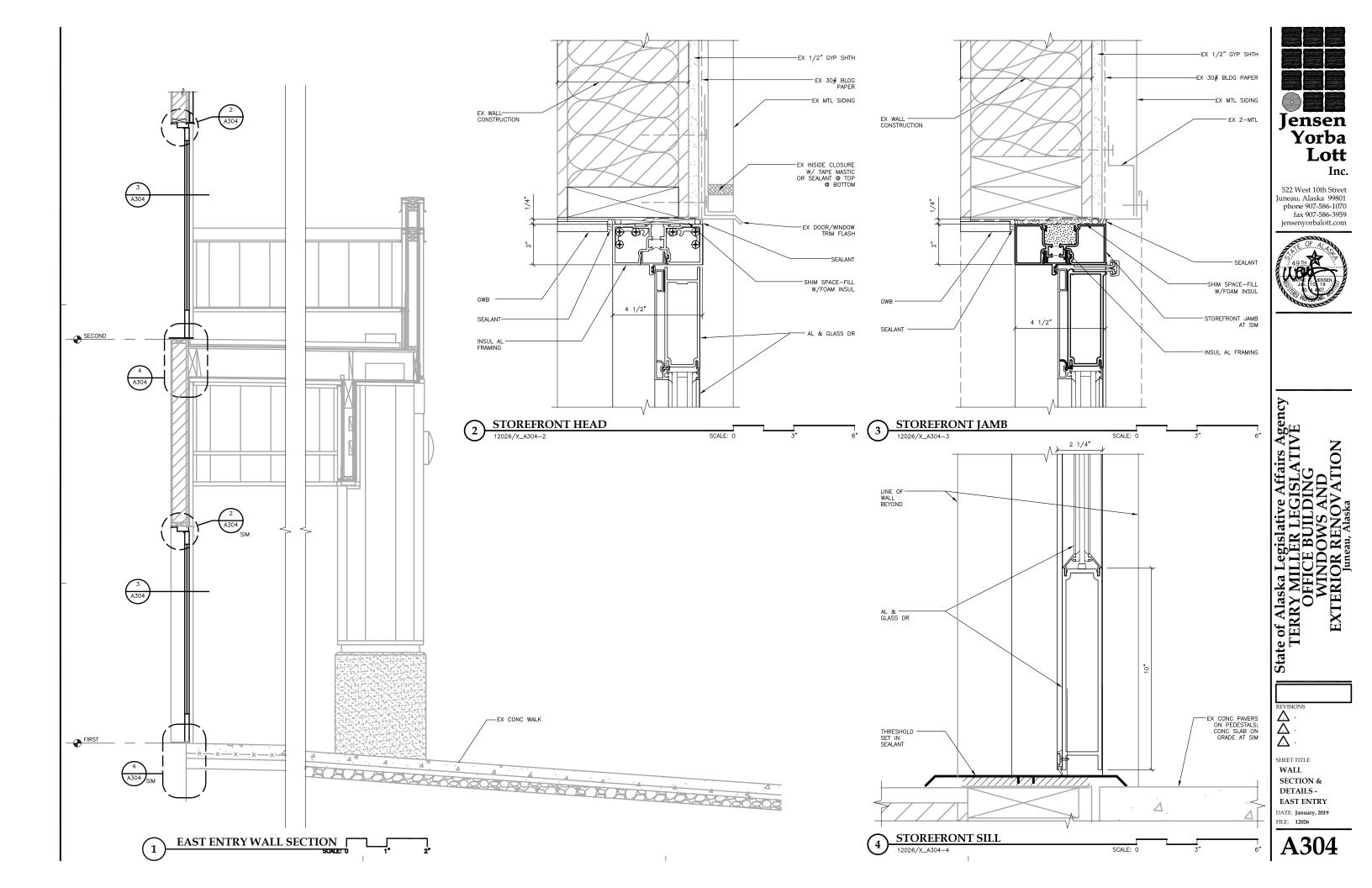
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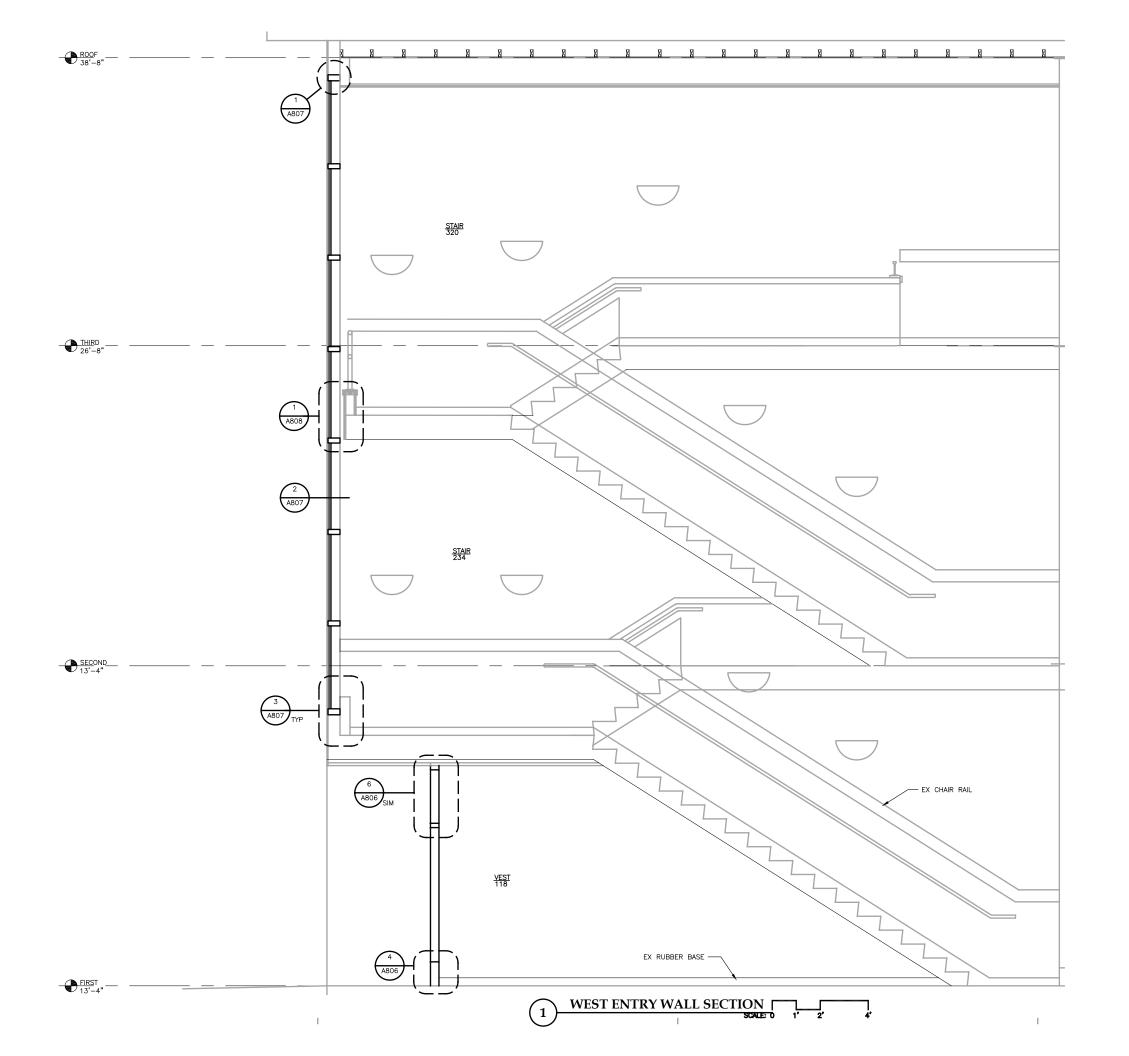
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SHEET TITLE
ELEVATIONS

DATE: **January, 2019**FILE: **12026** 







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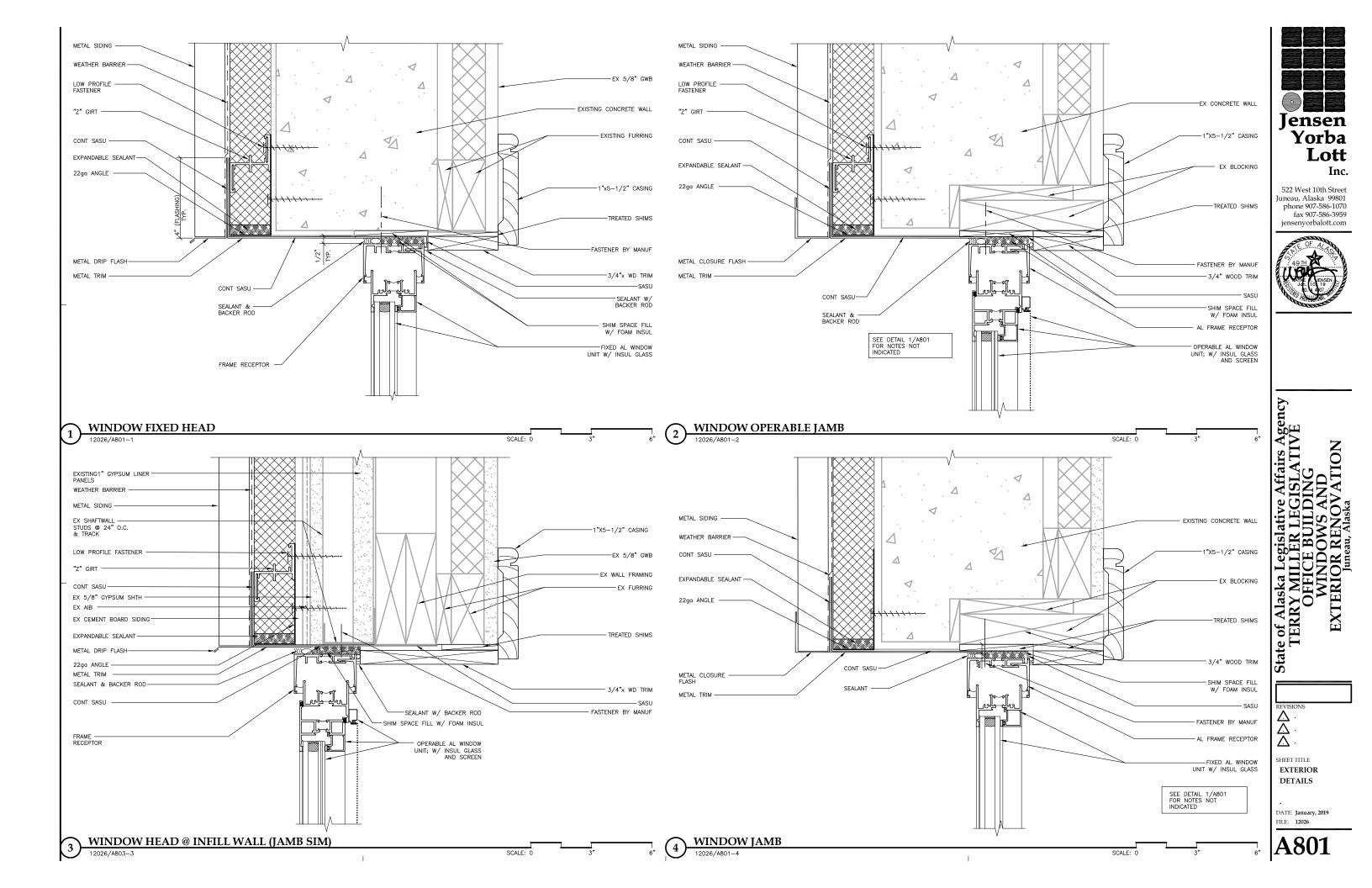
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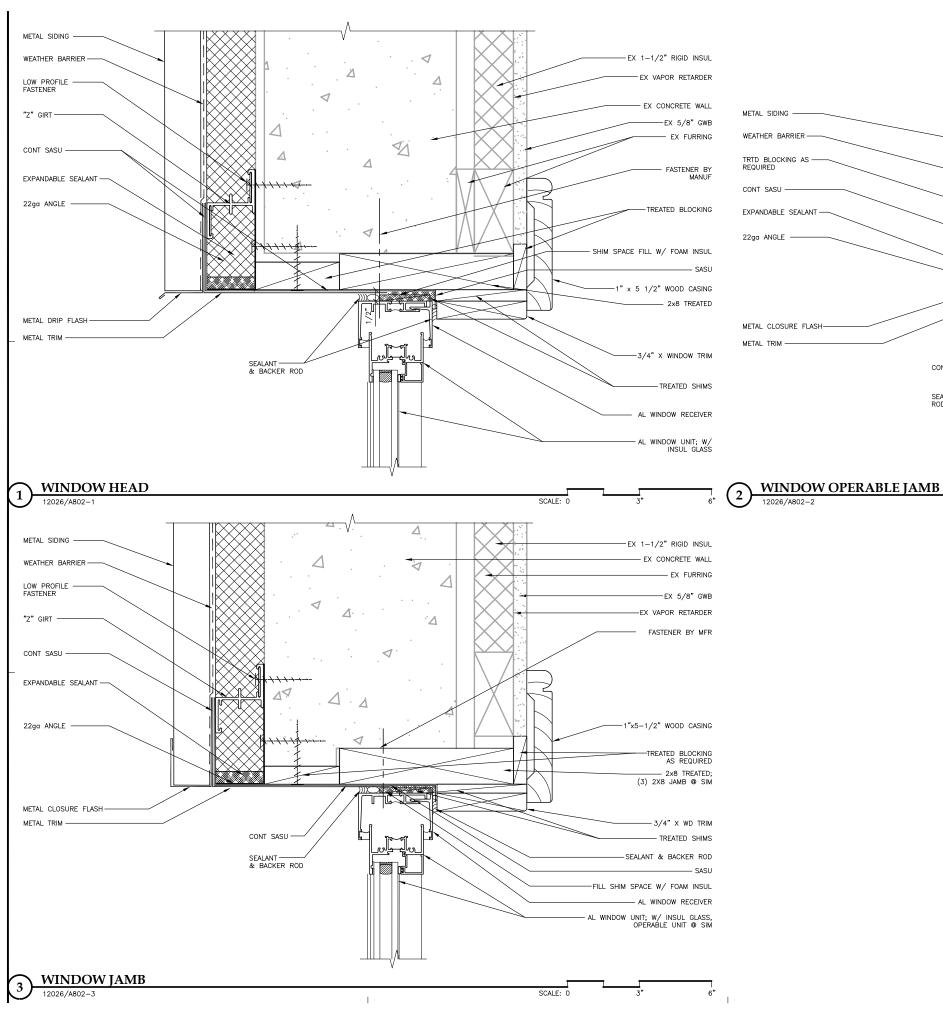
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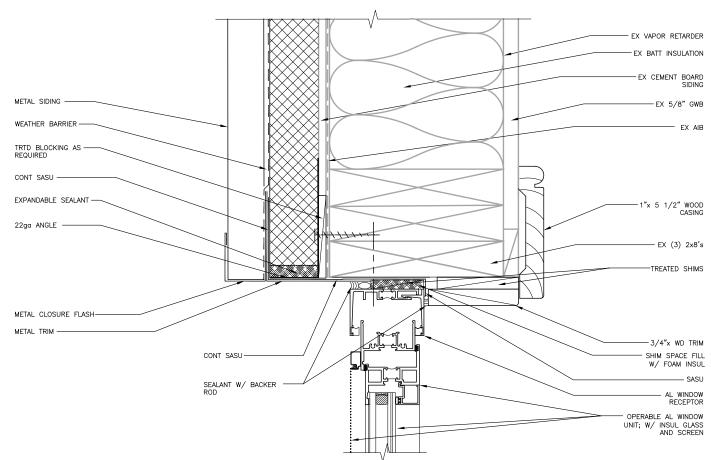
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SHEET TITLE WALL SECTION -WEST ENTRY

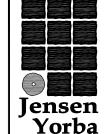
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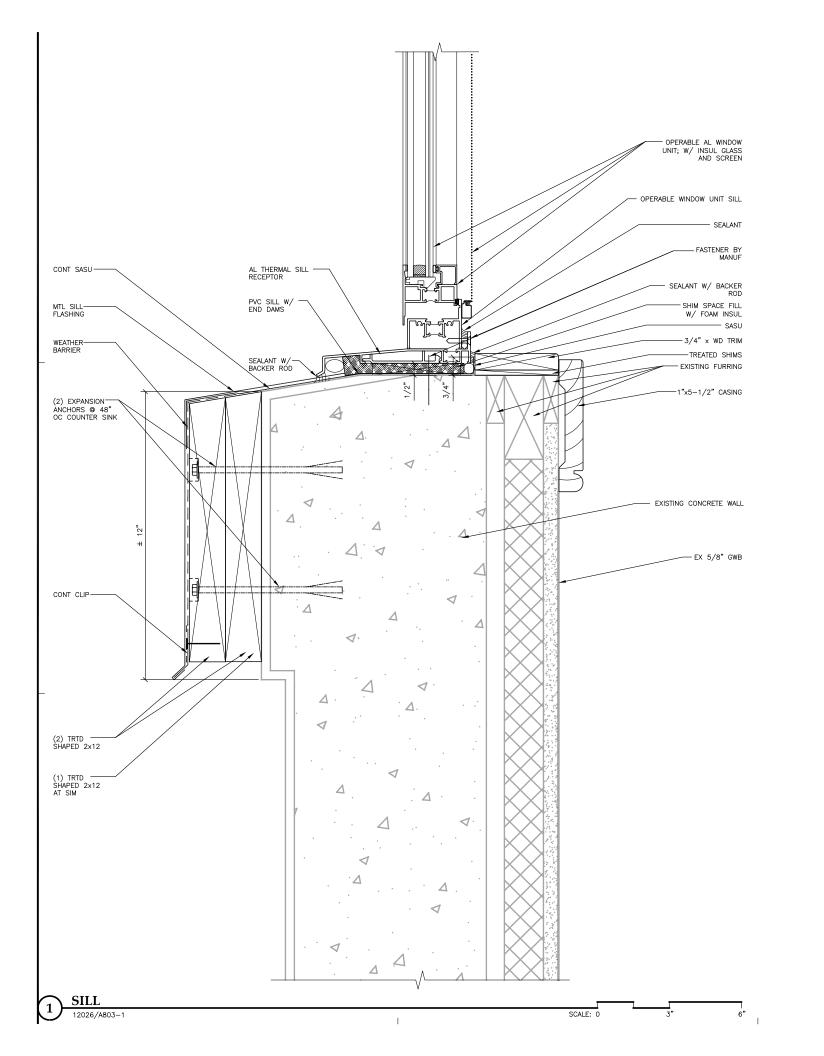


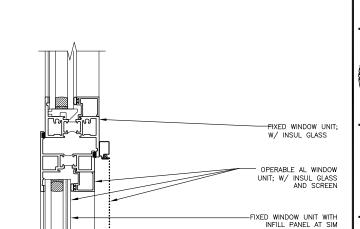


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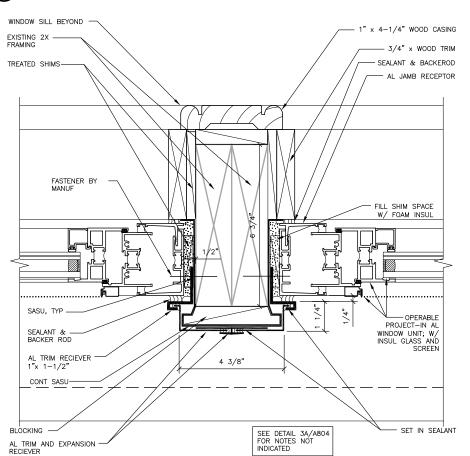
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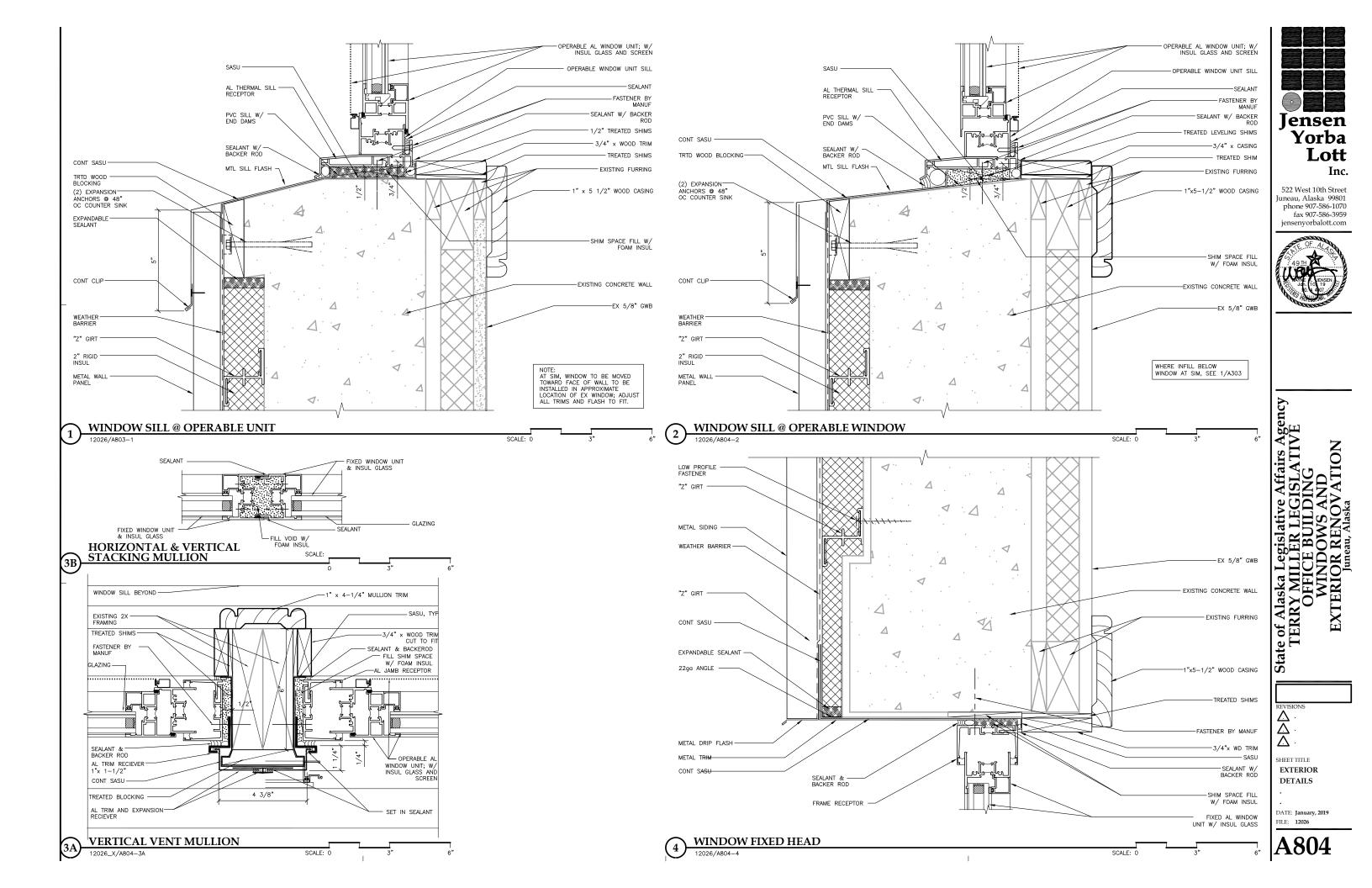
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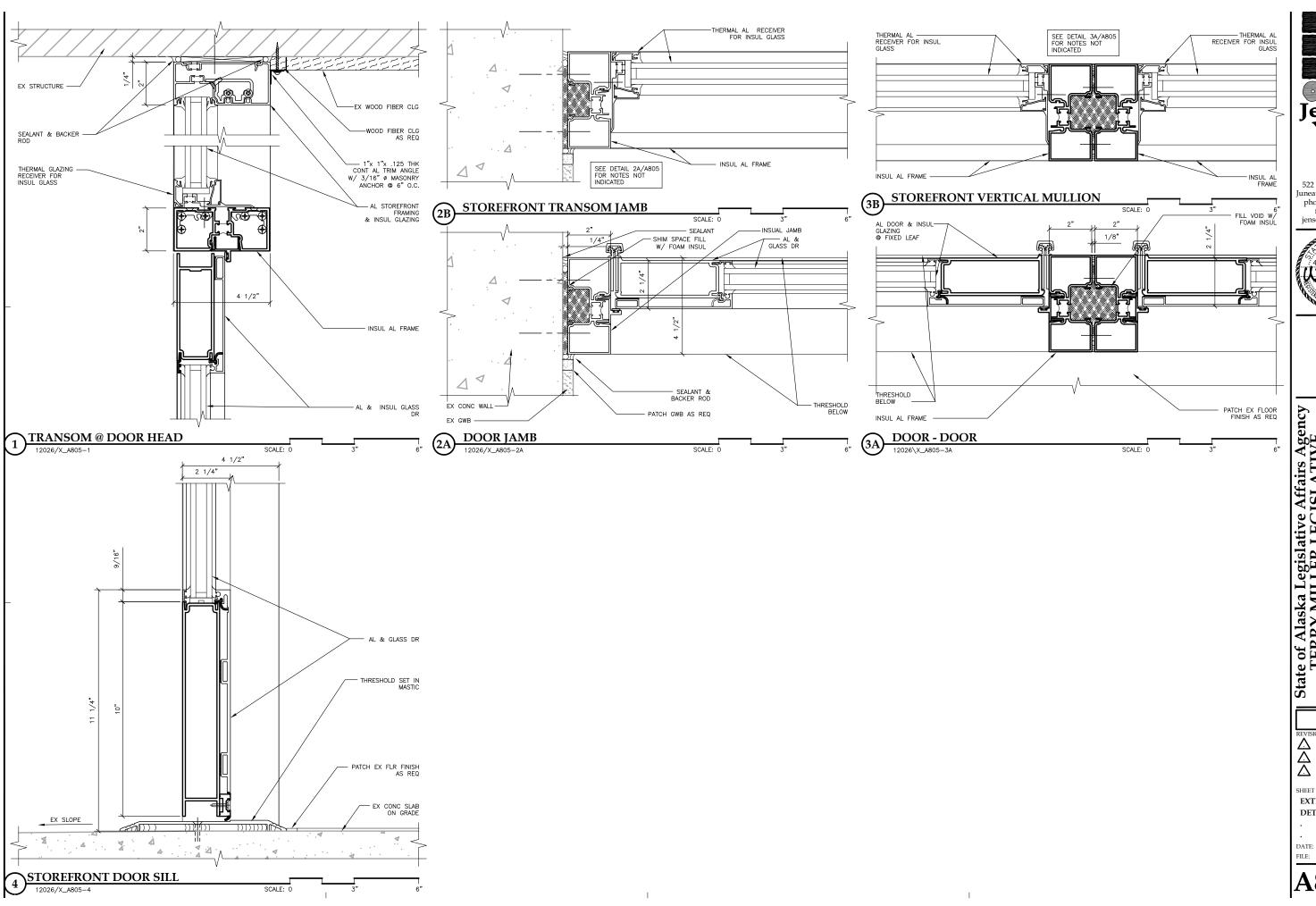
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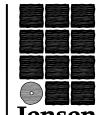
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SHEET TITLE
EXTERIOR
DETAILS

DATE: **January**, **2019** FILE: **12026** 







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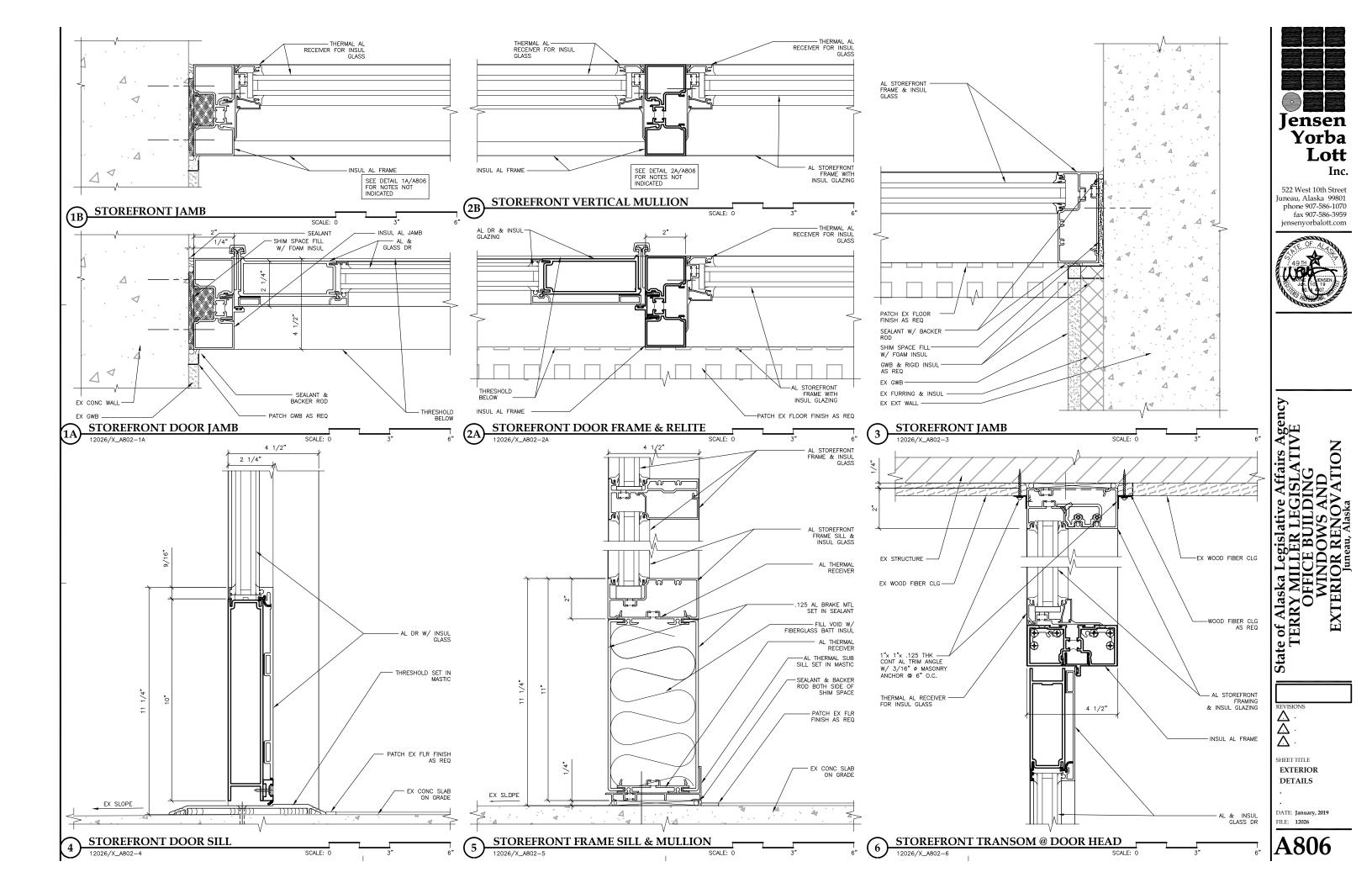
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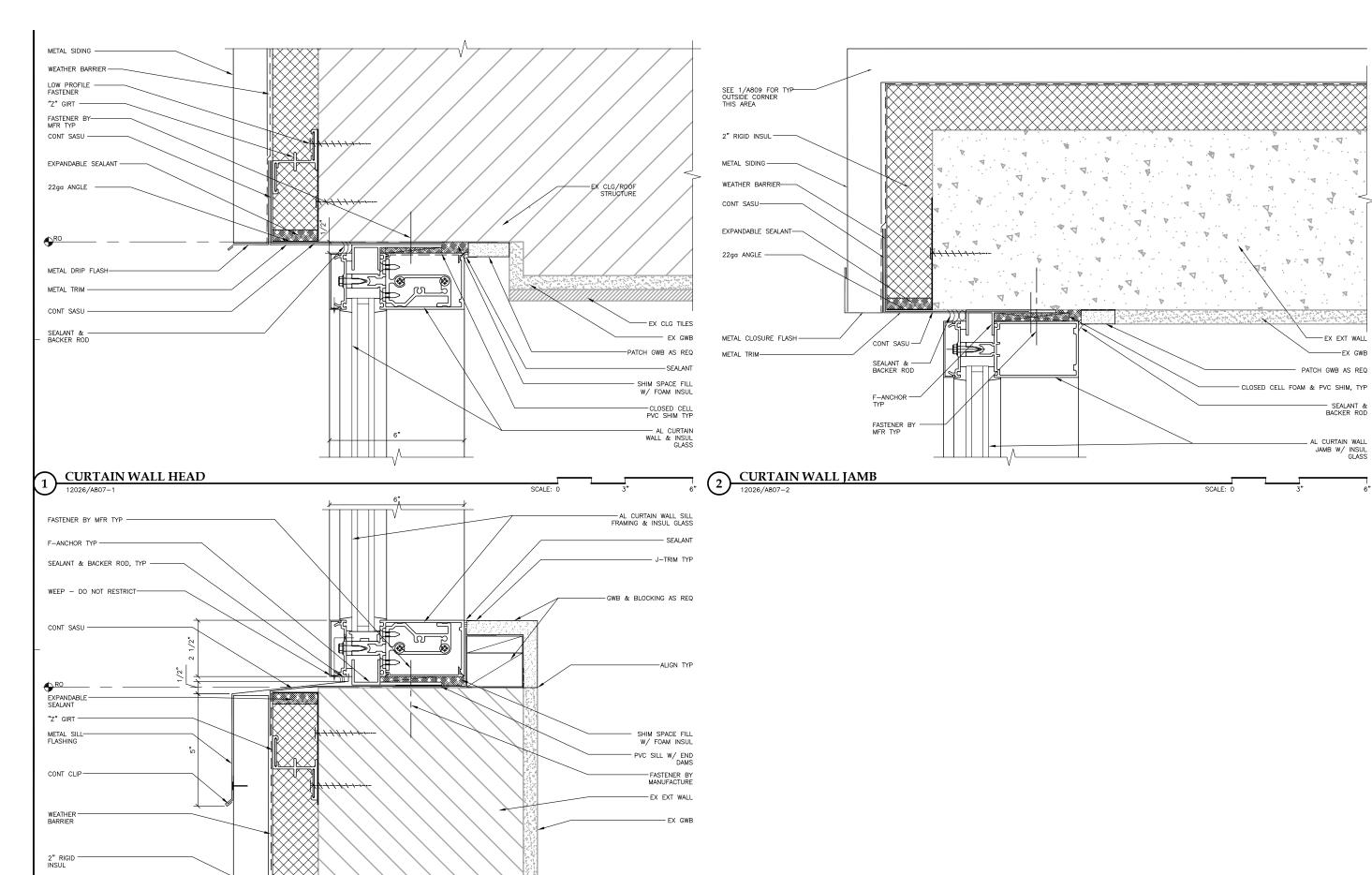
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SHEET TITLE
EXTERIOR
DETAILS

DATE: **January, 2019** FILE: **12026** 





SCALE: 0

**CURTAIN WALL SILL** 

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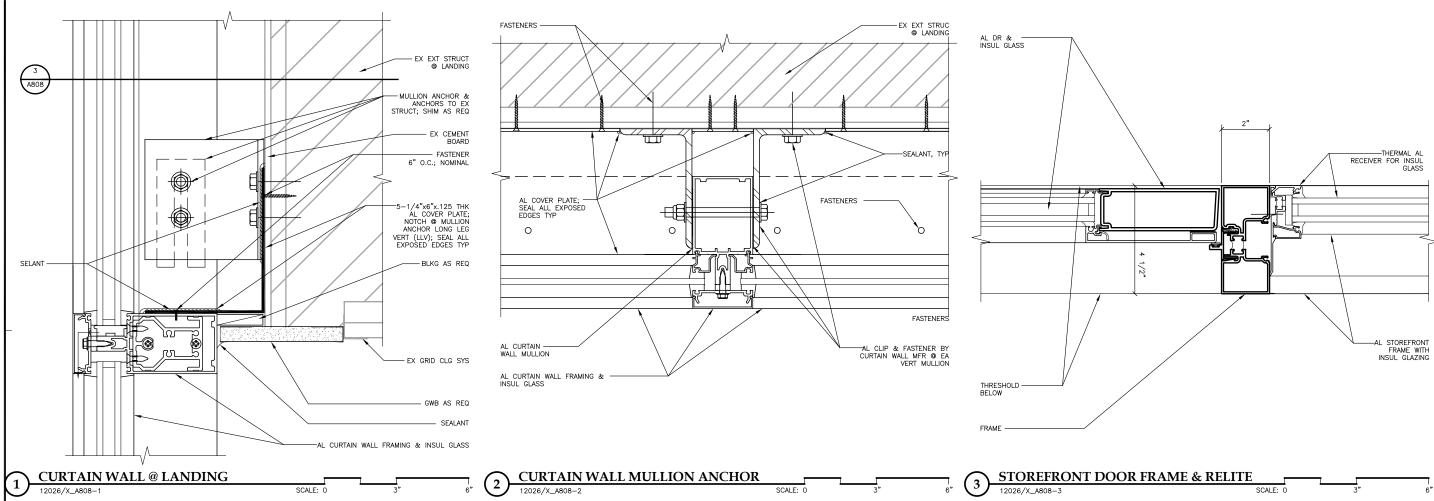
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EXTERIOR DETAILS

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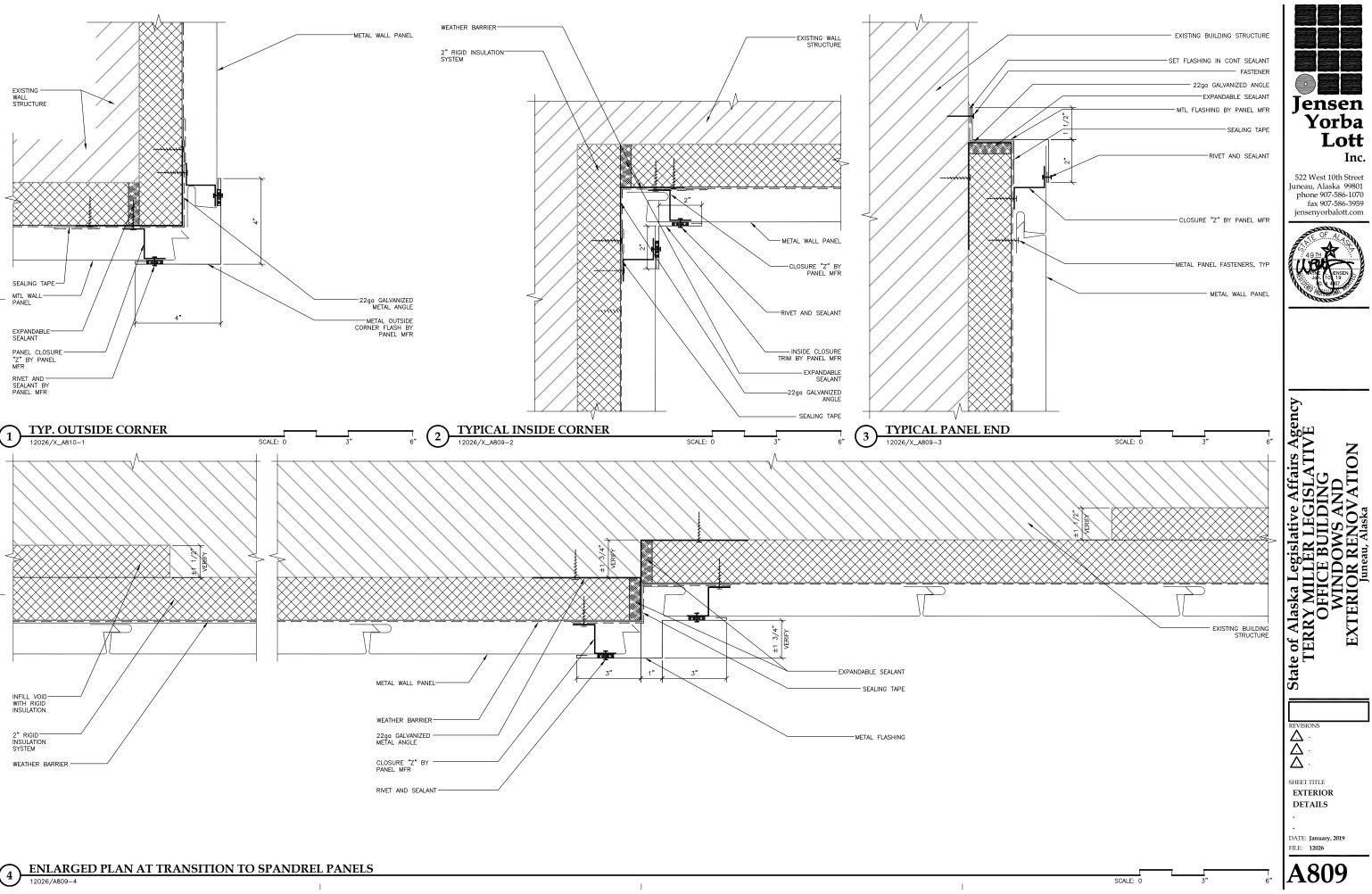


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REVISIONS

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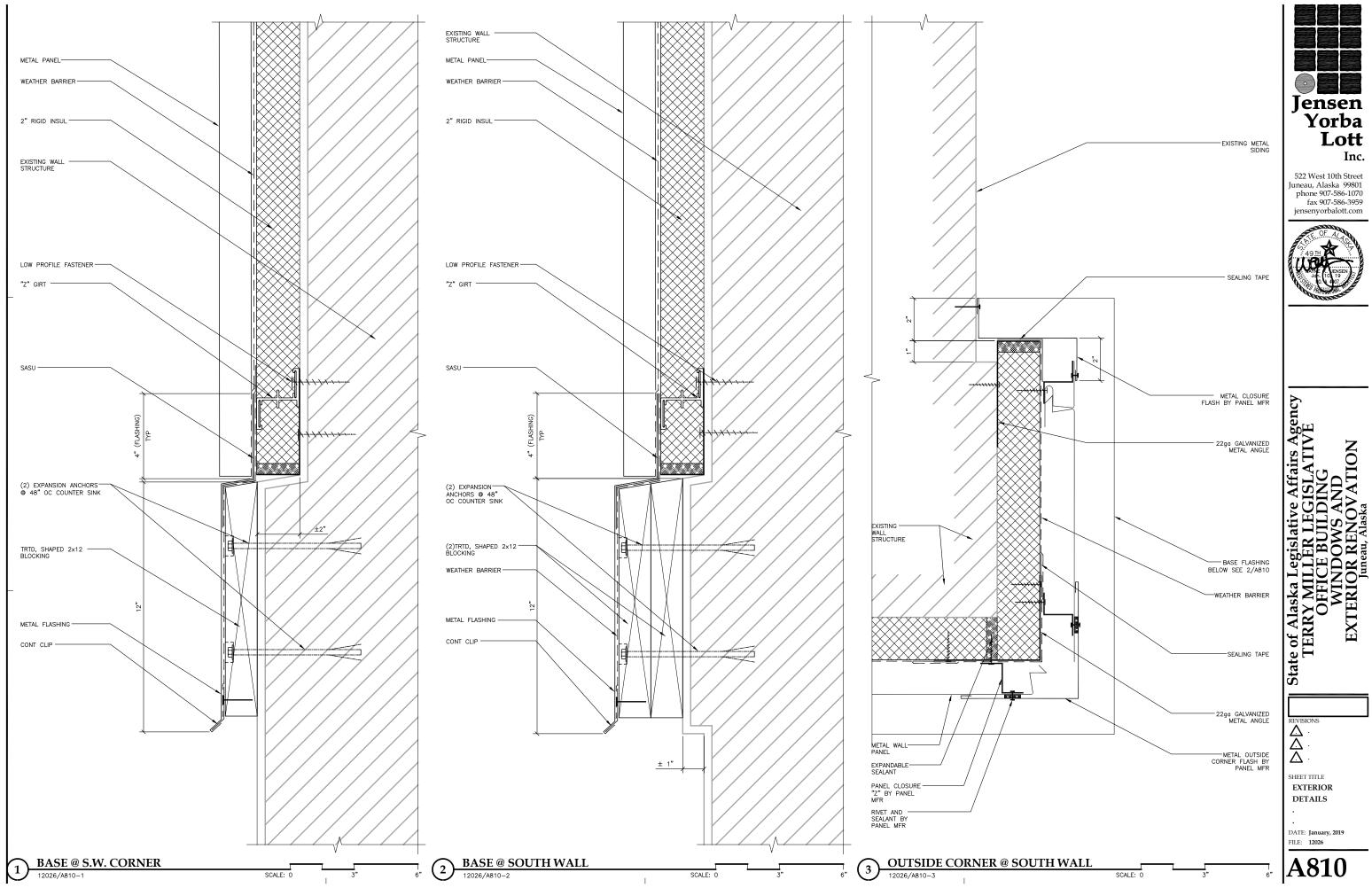
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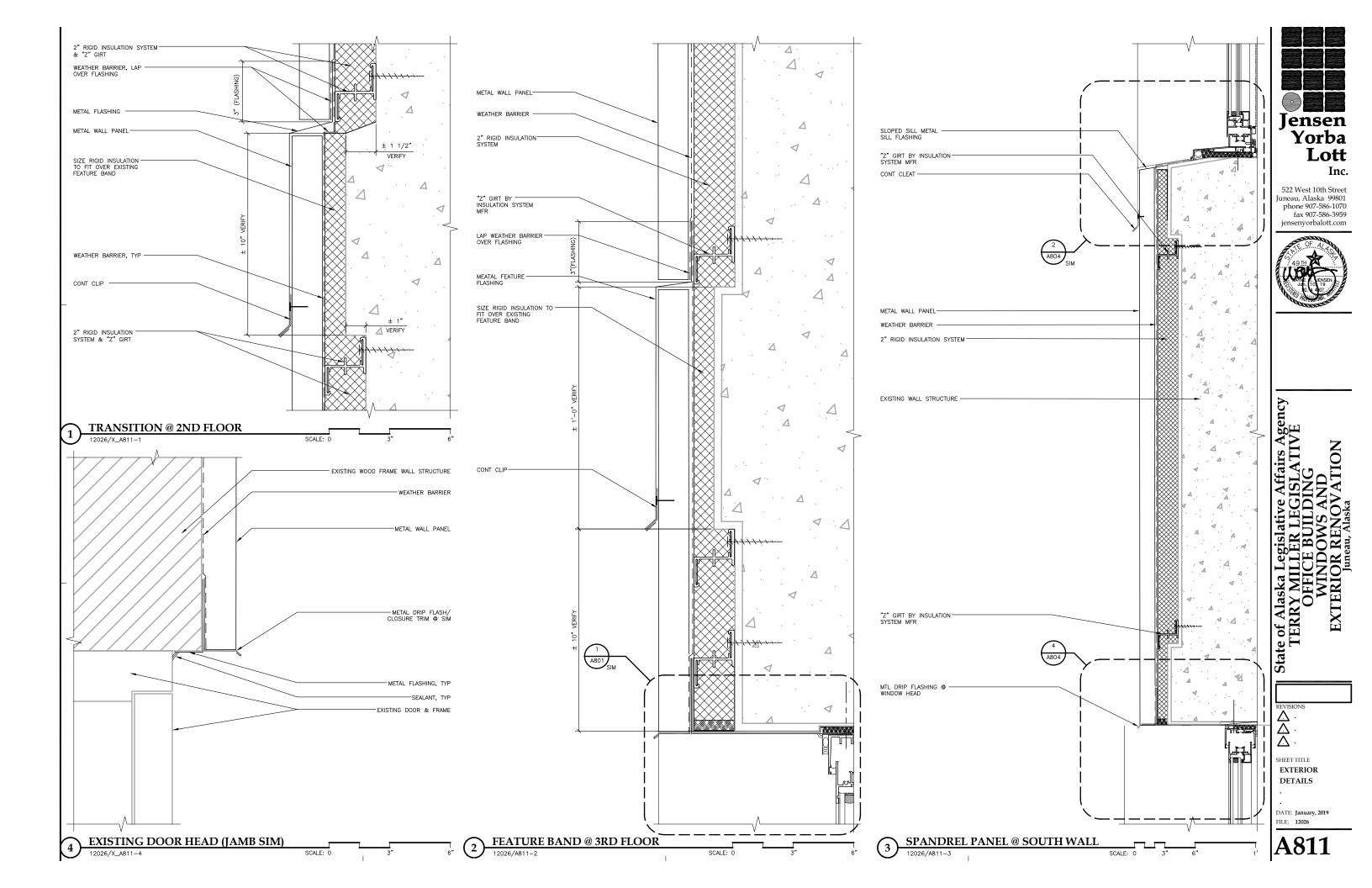
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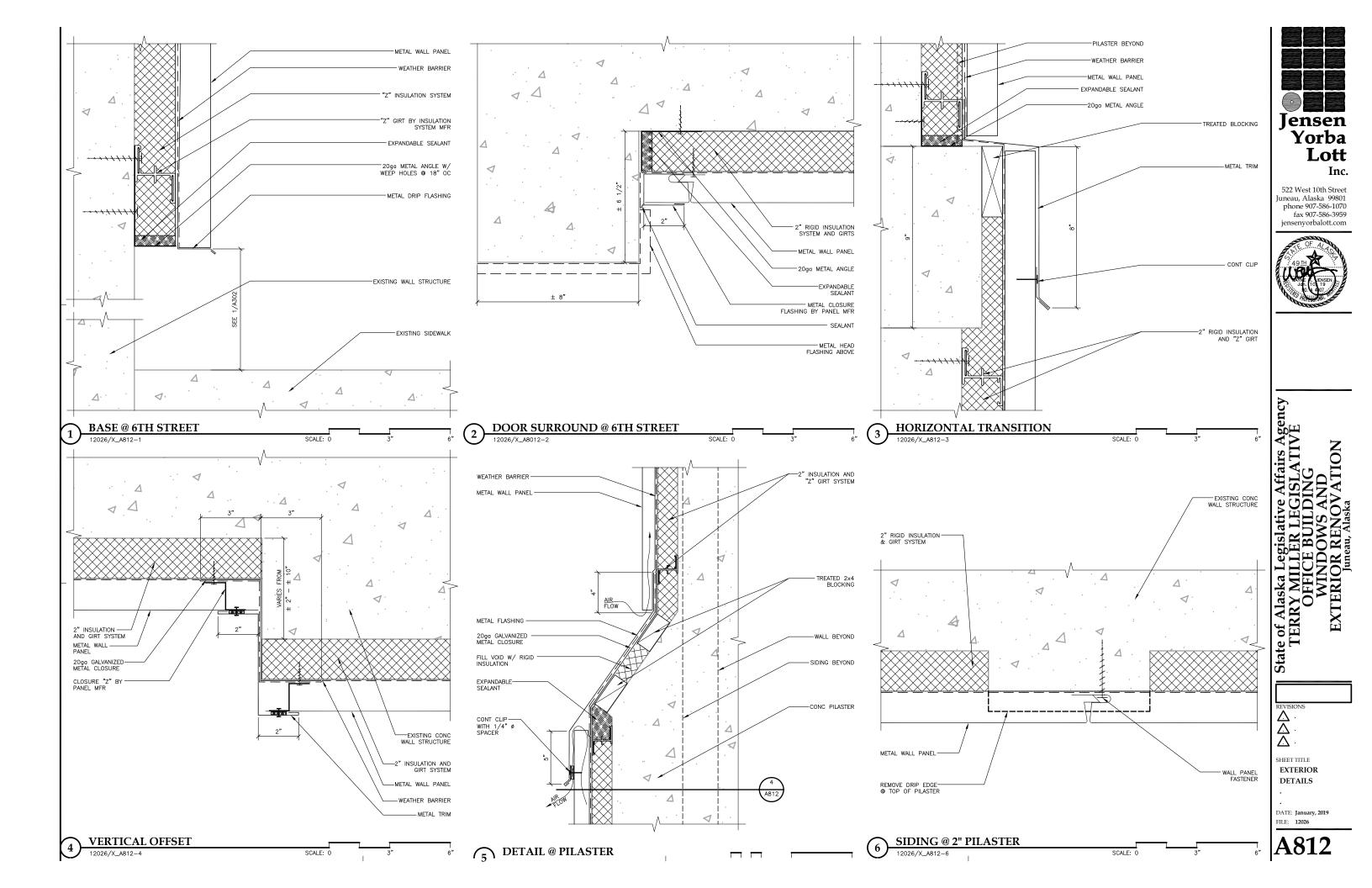
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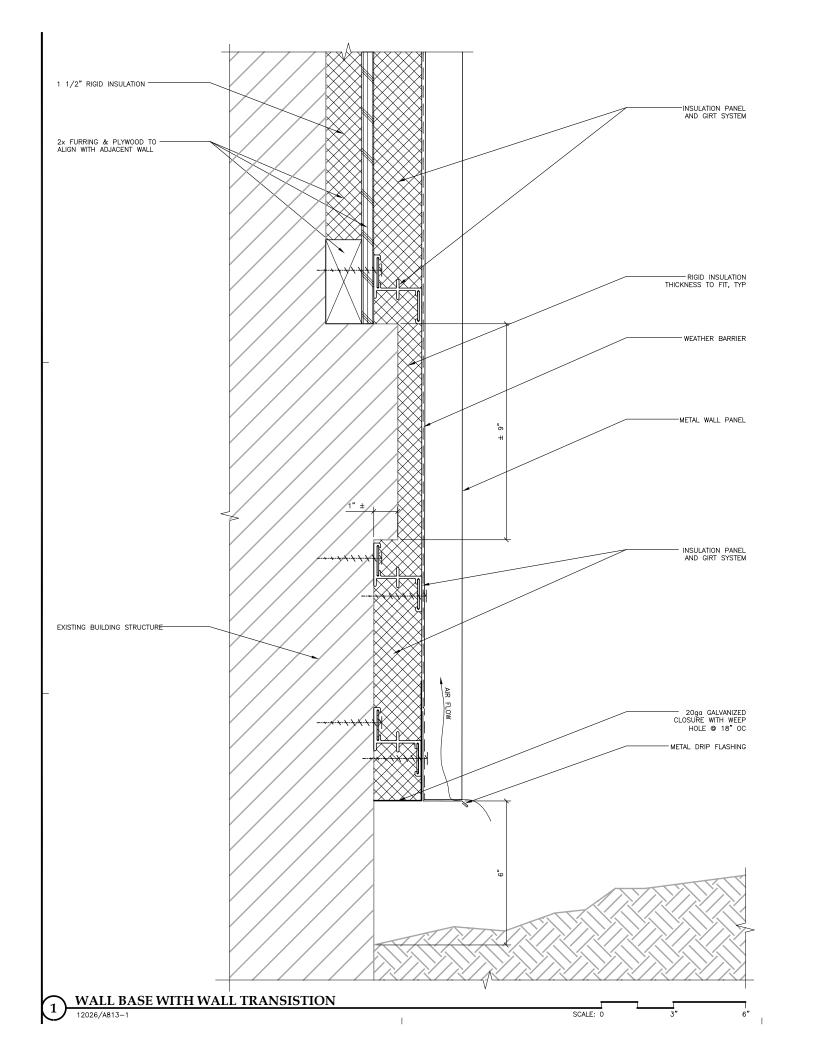


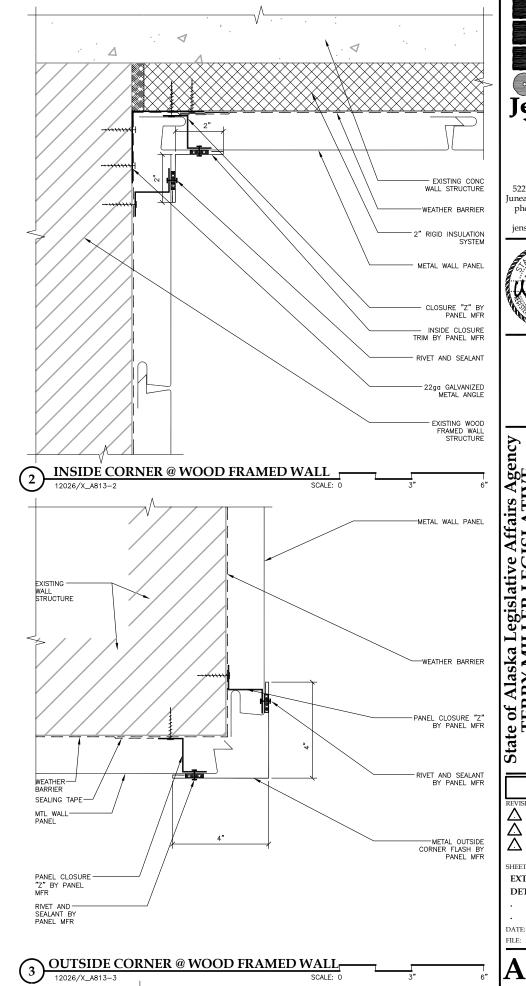


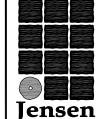












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# State of Alaska Legislative Affairs Agency TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION Juneau, Alaska

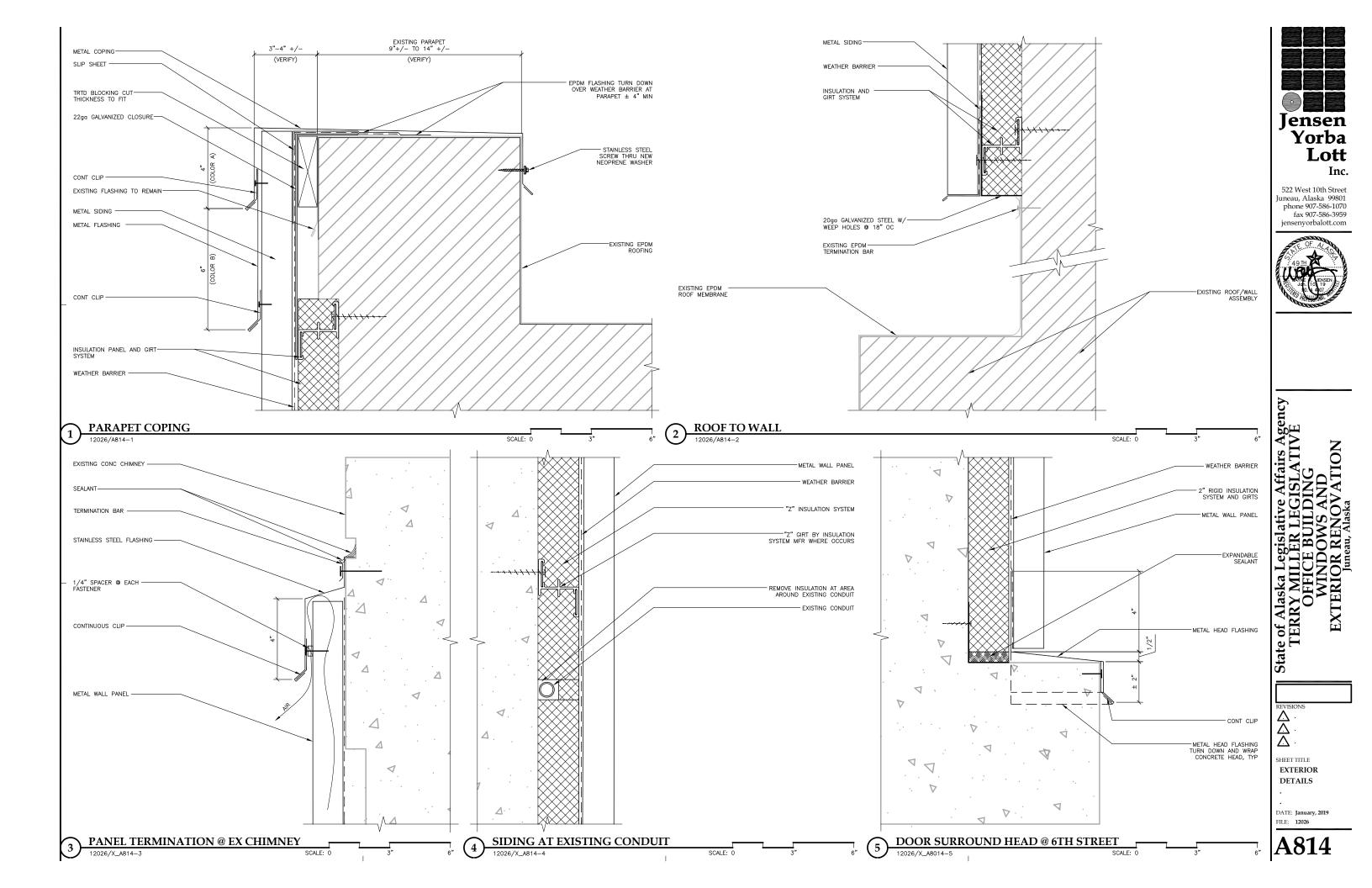
REVISIONS

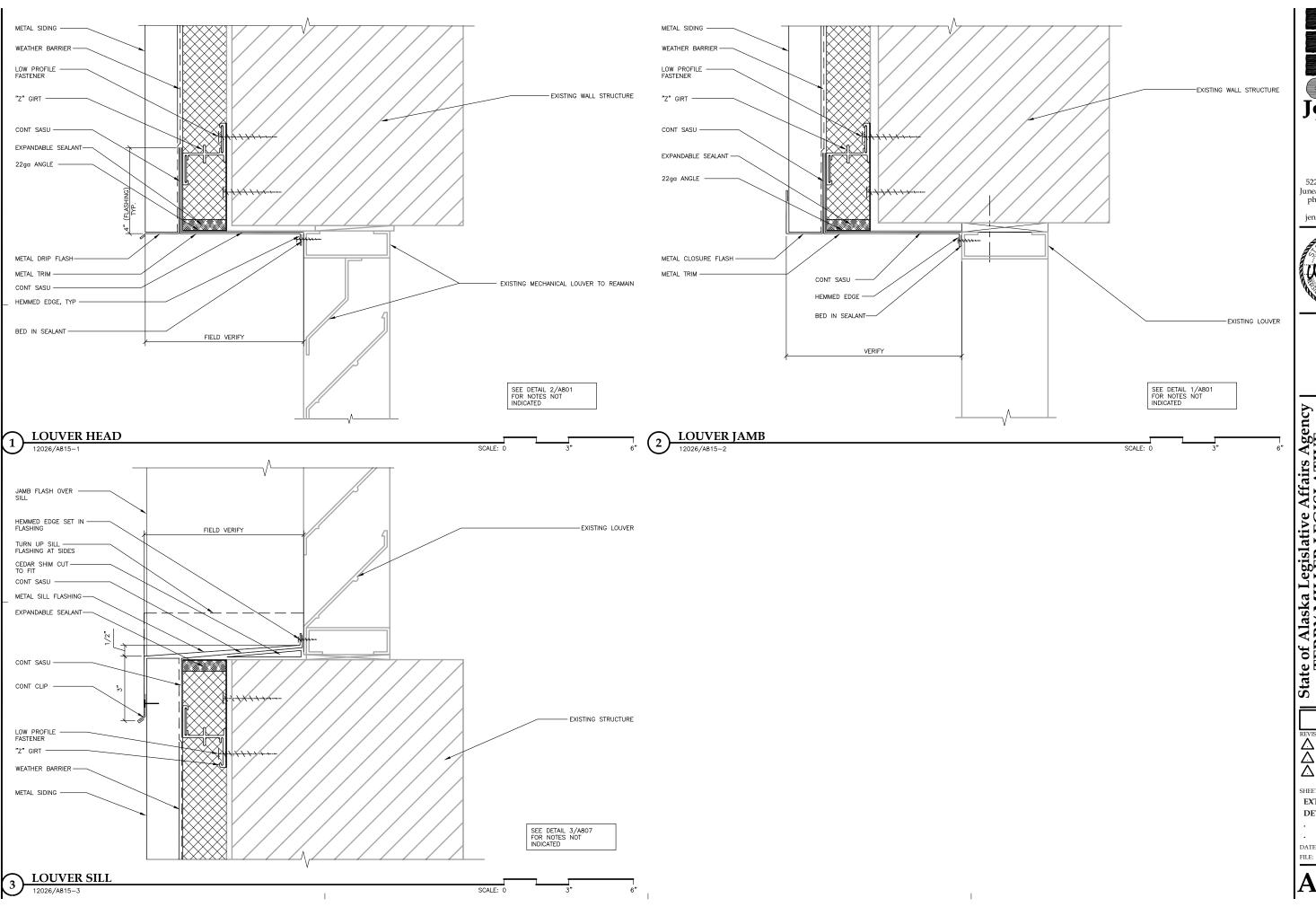
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SHEET TITLE
EXTERIOR
DETAILS

DATE: **January, 2019**FILE: **12026** 

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Jensen Yorba

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

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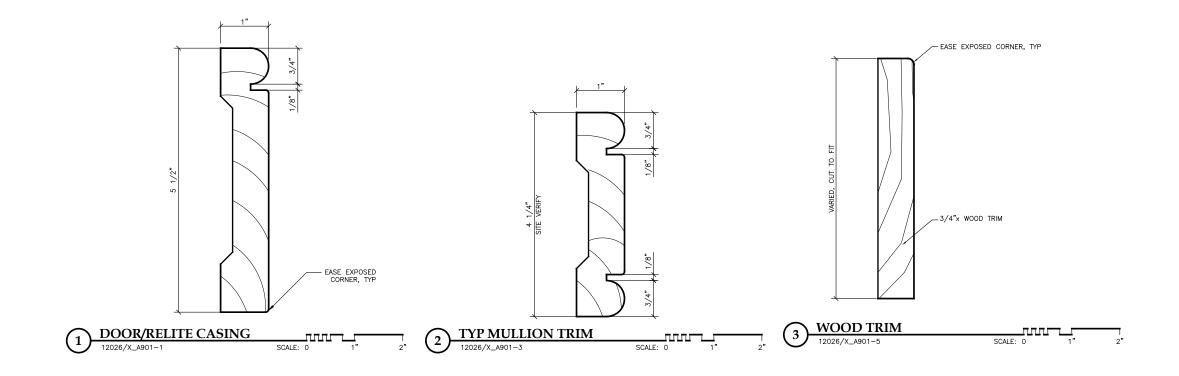


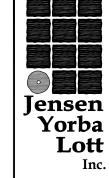
State of Alaska Legislative Affairs Agency TERRY MILLER LEGISLATIVE OFFICE BUILDING WINDOWS AND EXTERIOR RENOVATION Juneau, Alaska

EXTERIOR
DETAILS

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REVISIONS

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SHEET TITLE WOOD TRIM & CASING DETAILS

DATE: **January, 2019** FILE: **12026** 

### **ALASKA PROCUDT PREFERENCE CLAIM FORM**

Product Category (from the current product preference lists published by the Department of Commerce, Community, and Economic Development):

Brand and Trade Name(s):

Date

1.	Alaska Product Preference Product:
	I certify that the product offered has been listed by the Department of Commerce and Economic Development as an Alaska Product and is entitled to a CLASS I at 3% [ ] or CLASS II at 5% [ ] or CLASS III at 7% [ ] Alaska Product Preference in accordance with AS 36.30.332.
Offer	or Company Name
Autho	prized Person and Title (Print)
Autho	prized Signature

### STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY **BID BOND** (See Instructions on Page 2) DATE BOND EXECUTED PRINCIPAL (Legal name and business address) TYPE OF ORGANIZATION SOLE PROPRIETORSHIP **PARTNERSHIP** LIMITED PARTNERSHIP CORPORATION ☐ JOINT VENTURE LIMITED LIABILITY CO. LIMITED LIABILITY PARTNERSHIP OTHER STATE OF INCORPORATION OR ORGANIZATION SURETIES (Name and business address) B. PENAL SUM OF BOND DATE OF BID We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Agency (Legislative Affairs Agency), in the penal sum stated above, for the payment of the penal sum, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument. THE CONDITION OF THE PRECEDING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on Project \_\_\_ in accordance with contract documents filed in the office of the Agency's Contracting Officer, and under the Invitation for Bids for the project, and is required to furnish a bond in the amount stated above. If the Principal's bid is accepted and the Principal is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to the Agency created by this bond shall be in full force and effect. If the Principal enters into the contract, then the foregoing obligation is null and void. PRINCIPAL 3. Signature(s) Name(s) & 3. Seal Titles (Typed) **SURETIES** Name State of Organization Liability Limit Signature(s)

Form bid Bond (8/25/98) Page 1 of 2

2.

Seal

Titles

(Typed)

1.

		SURETIES (Conti	nued)		
	Name		State of Organization	Liability L	imit
				\$	
В	Signature(s)	1.	2.		
Surety ]	Titles (Typed)	1.	2.		Seal
	Name		State of Organization	Liability L	imit
	Signature(s)	1.	2.		
Surety	Titles (Typed)	1.	2.		Seal

### **INSTRUCTIONS**

- 1. This form shall be used whenever a bid bond is submitted.
- 2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership, limited partnership, limited liability partnership, or joint venture, the names of all partners or principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting Inc., DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation or a limited liability company, the name of the state in which incorporated or organized shall be inserted in the space provided.
- 3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any person, except an individual, authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
- 4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
- 5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
- 6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
- 7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a general partner of the partnership, a member of the joint venture, an officer of the corporation, or a member or manager of the limited liability company, involved.
- 8. The state of organization and the limits of liability of each surety shall be indicated in the spaces provided.
- 9. The date that bond is executed must not be later than the bid opening date.

Form Bid Bond (8/25/98) Page 2 of 2

# STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY CONTRACTOR'S QUESTIONNAIRE

ect (RFP) Number:	
t (RFP) Name & Location:	
FINANCIAL	
1. Have you ever failed to complete a con	ntract due to insufficient resources?
Yes No	If yes, explain:
2. Describe any arrangements you have m	made to finance this work:
EQUIPMENT	

write in N/A in on first line of Item Column)				
QUANTITY	MODEL	SIZE/CAPACITY		
+				

	Do you propose to purchase any equipment for use on this project?	Yes	
-	If yes, describe type, quantity, and approximate cost:		<u> </u>
-			<u> </u>
	Do you propose to rent any equipment for this work?  If yes, describe type and quantity:	Yes	
-			<u> </u>
5.	Is your bid based on firm offers for all materials necessary for this project?  Yes No If No, please explain:		
-			
	EXPERIENCE		
1	Describe the most recent or current contract, its completion date, and scope of work:		
-			
-			
	List, as an attachement to this questionnaire, other construction projects you may have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.		

ON-SITE WORK S	SUPERINTENDENT	
1. Please provide	the name, local address, and contact telephone nu	umber of the on-site work superindent.
Name:		
Local Address:	:	
Contact Phone:	:	
	I hereby certify that the above statements are tru	ue and complete:
	Name of Contractor	
	Signature	Date
	Name and Title of Person Signing	

### STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY

### **PAYMENT BOND**

Bond No.		

For

### PROJECT NAME AND NUMBER

KNOW ALL WHO SHALL SEE That	THESE TRESS. (16.	
of		as Principal,
and		
of		as Surety,
firmly bound and held unto the St	ate of Alaska, Legislative Affairs Agency, in the penal sum of	<b>5</b> . 11
		Dollars
· ·	good and lawful money of the United States of America for the payment v	
	State of Alaska, Legislative Affairs Agency, we bind ourselves, our heirs, y and severally, firmly by these presents.	successors, executors,
	as entered into a written contract with said State of Alaska, Legislative A 20, for construction of the above-referenced project, said work to be	
	due, all just claims for labor performed and materials and supplies furnished labor be performed and said materials and supplies be furnished under the	
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null are	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  ave hereunto set our hands and seals at	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  ave hereunto set our hands and seals at, 20	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  ave hereunto set our hands and seals at	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  ave hereunto set our hands and seals at	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  ave hereunto set our hands and seals at	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we hat this	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  In the present shall become null arct.  In the presen	e original contract, any nd void; otherwise they
under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we ha	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  In the present shall become null arct.  In the presen	e original contract, any nd void; otherwise they
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under said contract, whether said subcontract, or any and all duly shall remain in full force and effe IN WITNESS WHEREOF, we hat this	labor be performed and said materials and supplies be furnished under the authorized modifications thereto, then these presents shall become null arct.  In the present shall become null arct.  In the presen	e original contract, any nd void; otherwise they

Form 25D-12 (8/01) Page 1 of 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.

Form 25D-12 (8/01) Page 2 of 2

### STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY

### **PERFORMANCE BOND**

	For	Bond No
	Project Name and Numb	<u>ber:</u>
KNOW ALL WHO SHALL SEE T	ΓHESE PRESENTS:	
That		
of		as Principal,
and		
of		as Surety,
firmly bound and held unto the Sta	te of Alaska, Legislative Affairs Agency, i	n the penal sum of Dollars
(\$)	good and lawful money of the United Sta	tes of America for the payment whereof,
	ate of Alaska, Legislative Affairs Agency and severally, firmly by these presents.	, we bind ourselves, our heirs, successors, executors,
of, 2		State of Alaska, Legislative Affairs Agency, on the amed project, said work to be done according to the
complete all obligations and work Legislative Affairs Agency, any su	under said contract and if the Principal	at if the said Principal shall well and truly perform and shall reimburse upon demand of the State of Alaska, inal payment determined to be due upon completion of all remain in full force and effect.
IN WITNESS WHEREOF, we hav	re hereunto set our hands and seals at day of	, 20,
	Principal:	
	Address:	
	By:	
	Contact Name:	
	Phone: ( )	
Surety:		
Address:		
By:		
Contact Name:		
Phone: ( )		
	See Instructions on Page	. 2

Form 25D-13 (8/01) Page 1 of 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.

Form 25D-13 (8/01) Page 2 of 2



PROJECT NAME

### 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. All work on the below-referenced project will be accomplished without Check as applicable: subcontracts greater than 1/2 of 1% of the contract amount. Subcontractor List is as follows: FIRM NAME, AK BUSINESS LICENSE No. SCOPE OF WORK TO ADDRESS, & CONTRACTOR'S **BE PERFORMED** PHONE No. REGISTRATION No. 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. DATE (authorized signature) CONTRACTOR

PROJECT NUMBER



Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600

ALASKA DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT





# 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 <u>latest</u> 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: <a href="http://labor.state.ak.us/lss/pamp600.htm">http://labor.state.ak.us/lss/pamp600.htm</a>

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,

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 <u>AS 36.05.010</u>.
- (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'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 <u>AS 36.05.070</u>.
- (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.

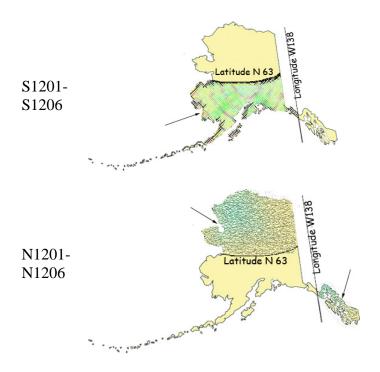
### Sec. 36.05.900. Definition.

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 MasonsLaborersSurveyorsCulinary WorkersMechanicsSprinkler FittersElectriciansMillwrightsTruck DriversEquipment OperatorsPaintersTug 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 <a href="http://gov.state.ak.us/admin-orders/278.html">http://gov.state.ak.us/admin-orders/278.html</a> 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 <u>8 AAC 30.050(a)</u> of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner <u>at least 30 days before the award of the contract</u>. 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

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

CarpentersEquipment OperatorsMillwrightsSurveyorsCement MasonsForemen & SupervisorsPaintersTruck DriversCulinary WorkersInsulation WorkersPiledriving OccupationsTug 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 <u>before</u> a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (<u>8 AAC 30.081 (e) (f)</u>). 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 X 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. <u>AS 36.10.100</u> (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	Juneau	Fairbanks
1251 Muldoon Road, Suite 113	1111 W. 8 <sup>th</sup> Street, Suite 302	Regional State Office Building
Anchorage, Alaska 99504-2098	Juneau, Alaska 99801	675 7 <sup>th</sup> Ave., Station J-1
Phone: (907) 269-4900	Phone: (907) 465-4842	Fairbanks, Alaska 99701-4593
		Phone: (907) 451-2886
Email:	Email:	Email:
statewide.wagehour@alaska.gov	statewide.wagehour@alaska.gov	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	<u>Debarment Expires</u>
Tim Banach, Individual	February 23, 2021
Boulder Creek Electric	February 23, 2021

# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other I	Benefits	THR
Boiler	makers							
A0101	Boilermaker (journeyman)	46.17	8.57	15.63	1.65	<b>VAC</b> 3.00	<b>SAF</b> 0.34	75.36
<mark>Brickl</mark>	ayers & Blocklayers							
>	**See note on last page if remote site							
A0201	Blocklayer	40.81	9.83	8.50	0.55	<b>L&amp;M</b> 0.15	0.74	60.58
	Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter							
A0202	Tuck Pointer Caulker	40.81	9.83	8.50	0.55	<b>L&amp;M</b> 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
_	nters, Statewide **See note on last page if remote site							
A0301	Carpenter (journeyman)	38.34	10.08	14.63	0.95	<b>L&amp;M</b> 0.10	<b>SAF</b> 0.10	64.20
	Lather/Drywall/Acoustical							
	nt 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	<b>L&amp;M</b> 0.10		59.17
	Application of Sealing Compound Application of Underlayment Building, General							

Building, General

Cement Mason (journeyman)

Concrete

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Oth	er Benefits THR
Cemer	nt Masons, Region I (North of N63 latitude)		
k	**See note on last page if remote site		
N0401	Group I, including:	<b>L&amp;</b> 37.88 8.21 11.80 1.18 0.1	
	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:	<b>L&amp;</b> 37.88 8.21 11.80 1.18 0.1	
	Form Setter		
N0403	Group III, including:	<b>L&amp;</b> 37.88 8.21 11.80 1.18 0.1	
	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:	<b>L&amp;</b> 37.88 8.21 11.80 1.18 0.1	
	Application of All Composition Mastic Application of All Epoxy Material Application of All Plastic Material Finish Colored Concrete Gunite Nozzleman Hand Powered Grinder Tunnel Worker		
		L&	M
N0405	Group V, including:	38.13 8.21 11.80 1.18 0.1	0 59.42
	Plasterer		
	nt Masons, Region II (South of N63 latitude)  **See note on last page if remote site		
S0401	Group I, including:	<b>L&amp;</b> 37.63 8.21 11.80 1.18 0.1	

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits	THR
Cemer	nt Masons, Region II (South of N63 latitude)		
;	**See note on last page if remote site		
		L&M	
S0401	Group I, including:	37.63 8.21 11.80 1.18 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		
		L&M	
S0402	Group II, including:	37.63 8.21 11.80 1.18 0.10	58.92
	Form Setter		
		L&M	
S0403	Group III, including:	37.63 8.21 11.80 1.18 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		
	S 1	L&M	
S0404	Group IV, including:	37.63 8.21 11.80 1.18 0.10	58.92
	Application of All Composition Mastic		
	Application of All Epoxy Material		
	Application of All Plastic Material		
	Finish Colored Concrete		
	Gunite Nozzleman		
	Hand Powered Grinder		
	Tunnel Worker		
	I dillier worker	L&M	
S0405	Group V, including:	37.88 8.21 11.80 1.18 0.10	59.17
	Plasterer		

Plasterer

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN Other E	Benefits THR
Culina	ry Workers * See note on last page			
			LEG	
A0501	Baker/Cook	28.37 7.40 6.97	0.07	42.81
A0503	General Helper	25.05 7.40 6.97	<b>LEG</b> 0.07	39.49
	Housekeeper Janitor			
	Kitchen Helper			
A0504	Head Cook	28.97 7.40 6.97	<b>LEG</b> 0.07	43.41
A0505	Head Housekeeper	25.45 7.40 6.97	<b>LEG</b> 0.07	39.89
	Head Kitchen Help			
Dredge	emen			
*	*See note on last page if remote site			
A0601	Assistant Engineer	39.51 9.80 12.25	<b>L&amp;M</b> 1.00 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	<b>L&amp;M</b> 1.00 0.10	61.50
A0603	Fireman	38.79 9.80 12.25	<b>L&amp;M</b> 1.00 0.10	61.94
A0605	Leverman Clamshell	42.04 9.80 12.25	<b>L&amp;M</b> 1.00 0.10	65.19
A0606	Leverman Hydraulic	40.28 9.80 12.25	<b>L&amp;M</b> 1.00 0.10	63.43
A0607	Mate & Boatman	39.51 9.80 12.25	<b>L&amp;M</b> 1.00 0.10	62.66
<u>A0608</u>	Oiler (dredge)	38.79 9.80 12.25	<b>L&amp;M</b> 1.00 0.10	61.94
Electri	cians			
A0701	Inside Cable Splicer	39.82 13.05 13.63	<b>L&amp;M</b> 0.95 0.20	<b>LEG</b> 0.15 67.80

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

Class						
Code Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other E	Senefits	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	<b>SAF</b> 0.12		60.25
A0903 Asbestos Abatement/General Demolition All Systems	38.68 9.24	11.01	1.20	<b>SAF</b> 0.12		60.25
A0904 Insulator, Group II	38.68 9.24	11.01	1.20	<b>SAF</b> 0.12		60.25
A0905 Fire Stop	38.68 9.24	11.01	1.20	<b>SAF</b> 0.12		60.25
IronWorkers						
**See note on last page if remote site						
A1101 Ironworkers, including:	37.90 8.73	21.18	1.57	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.36	69.94
Bender Operators 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	<b>L&amp;M</b> 0.20	0.36	70.94
Tower (energy producing windmill type towers to include nacelle and blades)						
A1103 Fence/Barrier Installer	34.40 8.73	20.93	1.47	L&M 0.20	<b>IAF</b> 0.36	66.09
Guard Rail Installer						
A1104 Guard Rail Layout Man	35.14 8.73	20.93	1.47	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.36	66.83
Laborers (The Alaska areas north of N63 latitude and east of W138 lo	ngitude)					
**See note on last page if remote site						
N1201 Group I, including:	30.26 8.70	17.06	1.25	<b>L&amp;M</b> 0.20		57.67

Asphalt Worker (shovelman, plant crew)

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

Landscaper 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

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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)

**Gunite 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

32.16 8.70 17.06 1.25 0.20 0.20 59.57

N1203 Group III, including:

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Plastic Welding

Class	
Code	

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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:

0.20 59.57 32.16 8.70 17.06 1.25 0.20

35.44 8.70 17.06 1.25

19.83 8.70 17.06 1.25

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M

0.20

LEG 0.20 62.85

N1204 Group IIIA

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

0.20

0.20 47.24

N1205 Group IV

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

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

Landscaper 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

**S1202** Group II, including:

L&M LEG

0.20

58.67

31.26 8.70 17.06 1.25 0.20

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)

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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)

**Gunite 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

32.16 8.70 17.06 1.25 0.20 0.20 59.57

Bit Grinder

**S1203** Group III, including:

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)

S1204 Group IIIA

L&M LEG

0.20 0.20 35.44 8.70 17.06 1.25 62.85

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
	ers (The area that is south of N63 latitude and west of W138 lon	citudo)				
	**See note on last page if remote site	gitude)				
	See note on last page if remote site			T 03.5	LEG	
S1204	Group IIIA	35.44 8.70 17.06	1.25	L&M 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 Woton Pollution Protection Plan Specialist (SWPPR Specialist)					
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified					
	Traine Condoi Supervisor, DOT Quanticu			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					
Millw	rights					
				L&M		
A1251	Millwright (journeyman)	36.99 10.08 12.28	1.00	0.40	0.05	60.80
A 1252	Millwright Welder	37.99 10.08 12.28	1.00	<b>L&amp;M</b> 0.40	0.05	61.80
H1232	Willwright Welder	37.99 10.08 12.28	1.00	0.40	0.03	01.80
<b>Painte</b>	rs, Region I (North of N63 latitude)					
	**See note on last page if remote site					
	See note on last page if remote site					
N1301	Group I, including:	32.09 8.21 11.90	1.08	<b>L&amp;M</b> 0.07		53.35
111301	•	32.07 0.21 11.70	1.00	0.07		33.33
	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					

Class	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THE
Code		BIR IR WIEN IN Outer Benefits III
	ers, Region I (North of N63 latitude)	
	**See note on last page if remote site	
	a	L&M
N1302	Group II, including:	32.61 8.21 11.90 1.08 0.07 53.8
	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 62.83
	Claire	
	Glazier	
	Storefront/Automatic Door Mechanic	
N1305	Group V, including:	29.13 8.21 5.02 0.83 0.07 43.20
	Carpet Installer	
	Floor Coverer	
	Heat Weld/Cove Base	
	Linoleum/Soft Tile Installer	
<b>Painte</b>	ers, Region II (South of N63 latitude)	
:	**See note on last page if remote site	
		L&M
<u>S1301</u>	Group I, including:	30.13 8.21 11.85 1.08 0.07 51.34
	Brush	
	General Painter	
	Hand Taping	
	Hazardous Material Handler	
	Lead-Based Paint Abatement	
	Roll	
	Spray	
G4202		L&M
<u>S1302</u>	Group II, including:	31.38 8.21 11.85 1.08 0.07 52.59
	General Drywall Finisher	
	Hand/Spray Texturing	
	Machine/Automatic Taping	
	Wallpaper/Vinyl Hanger	

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other I	Benefits	THR
<b>Painte</b>	rs, Region II (South of N63 latitude)						
;	**See note on last page if remote site						
					L&M		
<u>S1303</u>	Group III, including:	31.48 8.21	11.85	1.08	0.07		52.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender Sondhlasting						
	Sandblasting Specialty Painter						
	Structural Steel Painter						
					L&M		
S1304	Group IV, including:	39.53 8.21	13.23	1.08	0.07		62.12
	Glazier						
	Storefront/Automatic Door Mechanic						
					L&M		
<u>S1305</u>	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						
<b>Piledr</b>	ivers						
;	*See note on last page if remote site						
					L&M	IAF	
A1401	Piledriver	38.34 10.08	14.63	0.95	0.10	0.10	64.20
	Assistant Dive Tender						
	Carpenter/Piledriver						
	Rigger						
	Sheet Stabber						
	Skiff Operator				T 03.5		
A 1402	Piledriver-Welder/Toxic Worker	39.34 10.08	14 63	0.95	<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	65.20
111402	Thedriver Weidel/Tokie Worker	37.31 10.00	11.03	0.75			03.20
A 1403	Remotely Operated Vehicle Pilot/Technician	42.65 10.08	1/1 63	0.95	<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	68.51
A1703		72.03 10.00	17.03	0.33	0.10	0.10	00.31
	Single Atmosphere Suit, Bell or Submersible Pilot				T 0.5.5	<b>.</b>	
A 1404	Diver (working) ***See note on last page	82.45 10.08	14 63	0.95	<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	108.31
111707	21.01 (norming) See note on mot page	02.13 10.00	1 1.03	0.73			100.51
A 1 405	Diver (standby) ***See note on last page	42.65 10.08	1/162	0.05	<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	68.51
A1405	Divor (standoy) See note on rast page	42.03 10.08	14.03	0.93	0.10	0.10	00.31

Class Code	Classification of Laborers & Mechanics	BHR H&W P	EN	TRN	Other B	Senefits	THR
<b>Piledri</b> y	vers						
**	*See note on last page if remote site						
A1406	Dive Tender ***See note on last page	41.65 10.08 14	1.63	0.95	<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	67.51
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90 10.08 14	1.63	0.95	<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	69.76
Plumbe	ers, Region I (North of N63 latitude)						
N1501	Journeyman Pipefitter	41.46 8.25 16	5.90	1.25	<b>L&amp;M</b> 0.65	S&L	68.51
	Plumber Welder						
Plumbe	ers, Region II (South of N63 latitude)						
S1501	Journeyman Pipefitter	39.00 9.58 13	3.87	1.25	<b>L&amp;M</b> 0.20		63.90
	Plumber Welder						
Plumbe	ers, Region IIA (1st Judicial District)						
X1501	Journeyman Pipefitter	38.02 13.37 11	1.25	2.50	<b>L&amp;M</b> 0.24		65.38
	Plumber Welder						
Power 1	Equipment Operators						
**	*See note on last page if remote site						
A1601	Group I, including:	40.28 9.80 12	2.25	1.00	<b>L&amp;M</b> 0.10		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						

# 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

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

65.19

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

L&M

A1602 Group IA, including:

42.04 9.80 12.25 1.00 0.10

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

**L&M** 0.10

A1603 Group II, including:

39.51 9.80 12.25 1.00

62.66

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)

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits	s THR
Power	<b>Equipment Operators</b>		
*	*See note on last page if remote site		
		L&M	
A1603	Group II, including:	39.51 9.80 12.25 1.00 0.10	62.66
	Skidder		
	Trenching Machines (under 16 inches)		
	Water/Waste Water Treatment Operator		
		L&M	
A1604	Group III, including:	38.79 9.80 12.25 1.00 0.10	61.94

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

L&M

**A1605** Group IV, including: 32.58 9.80 12.25 1.00 0.10 55.73

Crane Assistant Engineer/Rig Oiler

Drill Helper

Parts & Equipment Coordinator

Spotter

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power	<b>Equipment Operators</b>							
>	**See note on last page if remote site							
A1605	Group IV, including:	32.58	9.80	12.25	1.00	<b>L&amp;M</b> 0.10		55.73
	Steam Cleaner Swamper (on trenching machines or shovel type equipment)							
Roofe	**See note on last page if remote site							
A1701	Roofer & Waterproofer	44.62	11.75	2.91	0.81	<b>L&amp;M</b> 0.10	0.03	60.22
<u>A1702</u>	Roofer Material Handler	31.23	11.75	2.91	0.81	<b>L&amp;M</b> 0.10	0.03	46.83
Sheet 1	Metal Workers, Region I (North of N63 latitude)							
N1801	Sheet Metal Journeyman	47.74	10.80	13.11	1.45	<b>L&amp;M</b> 0.12		73.22
	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 Workers, Region II (South of N63 latitude)** 

Sheet Metal venting, chimneys and breaching

Skylight installation

**L&M S1801** Sheet Metal Journeyman 42.70 10.80 13.49 1.68 0.43 69.10

Air Balancing and duct cleaning of HVAC systems

Class	
Code	Classification of Laborers & Mechanics

## BHR H&W PEN TRN Other Benefits THR

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

**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		
A1901 Sprinkler Fitter	47.25 9.67 14.10 0.52 0.25	71.79
Surveyors		
**See note on last page if remote site		
A2001 Chief of Parties	<b>L&amp;M</b> 42.81 10.58 11.89 1.15 0.10	66.53
A2002 Party Chief	<b>L&amp;M</b> 41.22 10.58 11.89 1.15 0.10	64.94
A2003 Line & Grade Technician/Office Technician/GPS, Drones	<b>L&amp;M</b> 40.62 10.58 11.89 1.15 0.10	64.34
A2004 Associate Party Chief (including Instrument Person & Head Chain	<b>L&amp;M</b> 38.50 10.58 11.89 1.15 0.10	62.22
Person)/Stake Hop/Grademan		
<b>A2006</b> Chain Person (for crews with more than 2 people)	<b>L&amp;M</b> 34.16 10.58 11.89 1.15 0.10	57.88

## **Classification of Laborers & Mechanics**

## BHR H&W PEN TRN Other Benefits THR

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)

L&M

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)

L&M

**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)

Class	
Code	

## **Classification of Laborers & Mechanics**

## BHR H&W PEN TRN Other Benefits THR

**Truck Drivers** 

\*\*See note on last page if remote site

L&M

A2103 Group II, including:

38.33 10.58 11.89 1.15 0.10

62.05

Stringing Truck

Turn-O-Wagon or DW-10 (not self loading)

L&M

**A2104** Group III, including:

37.51 10.58 11.89 1.15 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)

L&M

**A2105** Group IV, including:

36.93 10.58 11.89 1.15 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

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

\*\*See note on last page if remote site

L&M

A2105 Group IV, including:

36.93 10.58 11.89 1.15 0.10

60.65

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

A2106 Group V, including:

36.17 10.58 11.89 1.15 0.10 59.89

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

L&M LEG

0.20 60.70

0.20

Brakeman

Mucker

N2201 Group I, including:

Nipper

N2202 Group II, including:

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

34.39 8.70 17.06 1.25 0.20 0.20 61.80

33.29 8.70 17.06 1.25

**Burning & Cutting Torch** 

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

33.29 8.70 17.06 1.25

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

Stake Hopper

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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

0.20

60.70

0.20

Brakeman

Mucker

S2201 Group I, including:

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

Class	
Code	

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

L&M LEG

**S2203** Group III, including: 35.38 8.70 17.06 1.25 0.20 0.20 62.79

Miner

Retimberman

**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	Gro	up I 44.31 9	08.0	12.25	1.00	0.10	67.46
						L&M	
A2208	Gro	up IA 46.24 9	0.80	12.25	1.00	0.10	69.39
						L&M	
A2209	Gro	up II 43.46 9	0.80	12.25	1.00	0.10	66.61

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	
	L&M
A2210 Group III	42.67 9.80 12.25 1.00 0.10 65.82

L&M

0.10

58.99

35.84 9.80 12.25 1.00

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

A2211 Group IV

<sup>\*</sup> 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.

<sup>\*\*</sup> 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.

<sup>\*\*\*</sup> 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.