

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY Procurement and Supply Section

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

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

RFP NO. 651

ALASKA STATE CAPITOL ROOF REPLACEMENT

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS BY 11:30 A.M. ON MONDAY, MARCH 14, 2022. EMAILED AND FAXED PROPOSALS ARE NOT ALLOWED.

Offerors Are Not Required to Return this RFP with the Proposal

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 Alaska Legislative Procurement Procedures are available upon request or at <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=97814>.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (RFP) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. OFFERORS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFP WHEN SUBMITTING THEIR PROPOSALS. A PROPOSAL CHECKLIST HAS BEEN INCLUDED FOR OFFERORS TO USE. THE CHECKLIST IS INTENDED AS A REMINDER OF CERTAIN IMPORTANT ITEMS AND IS NOT INTENDED TO BE A COMPLETE LIST OF WHAT MUST BE INCLUDED IN THE PROPOSAL.

JC Kestel, Procurement Manager
PH: 907-465-6705
TDD: 907-465-4980
Email: JC.Kestel@AKLeg.gov

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ATTACHMENTS OF RFP 651 - Three Attachments

A-1 Alaska State Capitol Re-Roof Work Specifications for RFP 651.....	69 pages
A-2 Alaska State Capitol Re-Roof Construction Drawings for RFP 651.....	9 pages
A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet.....	38 pages

SECTION ONE – Notice to Offerors

1.01 PURPOSE OF RFP

The Agency intends to solicit proposals from general construction contractors (hereafter Contractor) to perform the Alaska State Capitol Roof Replacement Project (Work). This RFP and the included attachments are intended to encompass all labor, supervision, materials, tools, disposal, and equipment necessary for the complete construction of the Work for the Alaska State Capitol (Capitol).

1.02 PROCUREMENT MANAGER

The Procurement Manager for this project is the Agency's Procurement Officer. The Procurement Managers office is located in Juneau, Alaska. EMAIL: JC.Kestel@AKLeg.Gov, PH: 907-465-6705, TDD: 907-465-4980.

1.03 MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT

All prospective Offerors are required to attend the pre-proposal meeting and site visit to be considered for award of the Contract resulting from this RFP. The mandatory pre-proposal meeting is scheduled for 10:00 am Tuesday, March 1, 2022, at the Terry Miller Legislative Office Building, 129 6th Street, 1st floor Conference Room, Juneau, Alaska, with a site visit of the Capitol to follow.

The purpose of the pre-proposal meeting and site visit is to discuss details of the RFP with the prospective Offerors and allow them to ask questions concerning the RFP.

Following the meeting, the Project Director will coordinate a site visit of the Capitol project site for the purpose of planning and preparing the Offeror's Proposal for this RFP. The site visit will be limited to 30 minutes and all visitors attending will be required to follow current Legislative Building policies while on site.

The Agency will not provide any information on what information was given or details that were discussed during the meeting or site visit to potential Offerors that do not attend the meeting or site visit. Participants should read the RFP and attend the meeting and site visit in person prepared to discuss any concerns and ask questions.

Questions asked during the meeting and site visit will be answered in accordance with sec. 1.10 (Contacts / RFP Questions / Contact Person) of this RFP. The Procurement Manager may request potential Offerors to submit questions in writing for further clarification. Offerors with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal meeting and site visit so that reasonable accommodation can be made.

1.04 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 21, 2022
Mandatory Pre-Proposal meeting and site visit	March 1, 2022
Deadline for Written Questions	March 3, 2022
Deadline for Receipt of Proposals – Proposals Opened	March 14, 2022
Notice of Intent to Award Contract Issued	March 21, 2022
State Signs Contract	April 1, 2022

1.05 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 Procurement Manager 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.

1.06 PHOTOCOPIES

Photocopied proposals may be submitted as long as one copy has an original signature on the enclosed Proposal and Price Offer Forms.

1.07 ALASKA BUSINESS LICENSE AND LEGAL ENTITY

The Offeror must have a current valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the cover letter or provide a copy of the business license with the Proposal. The Offeror must include in the cover letter the type of legal (e.g., corporate) entity of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing with the state of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business, and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: <https://www.commerce.alaska.gov/web/cbpl>.** If an Offeror fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the proposal.

1.08 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.09 TAXES

All proposals shall be submitted exclusive of federal, state, and municipal taxes.

1.10 CONTACTS / RFP QUESTIONS / CONTACT PERSON

OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE PROPOSAL EVALUATION COMMITTEE, OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions:

1. A question which can be answered by directing the Offeror to the specific section of the Request for Proposals where the information is found. Response to these questions may be

given over the phone but are limited to directing the Offeror to a portion of the RFP which can then be read by the Offeror.

2. A question that would require the Procurement Manager to clarify or interpret part of the Request for Proposals or its intent. Response to this type of question will not be given except in writing via amendment to the Request for Proposals, and offerors must put these questions in writing; these questions should be received by the Procurement Manager at least ten (10) days prior to the deadline for receipt of proposals.

1.11 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 should be received by the Procurement Manager at least ten (10) days before the deadline for receipt of proposals. 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.

1.12 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.

1.13 COMPLIANCE OF SPECIFICATIONS AND DRAWINGS

If the Successful Offeror observes that the Work Specifications and Construction Drawings supplied by the Agency are at variance with any Regulatory Requirements, Successful Offeror shall give the Project Director named in paragraph 2.04 (Project Director) of the Scope of Work and Products of this RFP or the resulting contract, prompt written notice of the variance, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.06.b. (Authorization of Changes within the General Scope) of the General Conditions and Requirements of this RFP, as supplemented by paragraph 2.06 (Change Order) of the Scope of Work and Products of this RFP, as determined appropriate by the Project Director. If the Successful Offeror performs any Work knowing or having reason to know that it is contrary to the Regulatory Requirements, and without giving the notice to the Project Director, the Successful Offeror shall bear all costs arising from the situation; however, it is not the Successful Offeror's primary responsibility to make certain that the Specifications and Drawings supplied by the Agency are in accordance with the Regulatory Requirements.

1.14 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 Project Director.

1.15 LOCAL BUILDING CODES

The Successful Offeror shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including, but not limited to, the obtaining of required permits.

1.16 AIR QUALITY CONTROL

The Successful Offeror shall comply with all applicable provisions of AS 46.14 that pertain to Air Pollution Control.

1.17 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.

1.18 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Offeror, the Procurement Manager 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.

1.19 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 Alaska Legislative Procurement Procedures.

1.20 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE

Offerors must submit and deliver (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 (Bid Bond) to the Issuing Office mailing or hand delivery address listed on Page 1 no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. Mailed or hand delivered packages must be marked on the outside to identify the RFP and the Offeror.

An Offeror must complete and submit original hard copies of the forms in sec. 6.01 (Contractor Questionnaire), sec. 6.02 (Cost Proposal Form), sec. 6.03 (Alaska Product Preference Claim Form), if applicable, sec 6.04 (Subcontractor List), and sec. 6.05 (Bid Bond).

One (1) original hard copy of the forms in sec. 6.02 (Cost Proposal Form), sec. 6.03 (Alaska Product Claim Form) if applicable and one (1) original Bid Bond in sec. 6.05 (Bid Bond) should be submitted in a separate sealed envelope marked Cost Proposal with the RFP number and identity of the Offeror on the outside of the envelope that the Proposal is sent in.

One (1) original hard copy and a USB flash drive, both containing the forms in sec. 6.01 (Contractor Questionnaire), sec. 6.04 (Subcontractor List), one (1) signed copy of any Agency issued Amendments to this RFP, and the remainder of the TECHNICAL PROPOSAL OF THE

OFFER should be submitted in a sealed envelope or container with the RFP number and identity of the Offeror on the outside of the sealed envelope or container.

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 their proposal and any Agency-issued RFP forms, attachments, or amendments (signed by the Offeror) are in the issuing office of the Agency prior to the scheduled proposal closing time. A proposal will be rejected if the proposal and any signed forms, attachments, or amendments are not received prior to the closing date and time. Any forms, attachments, or amendments that are submitted by the Offeror should be included in the Offerors Technical Proposal packet.

1.21 AMERICANS WITH DISABILITIES ACT

The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the proposals are due, to make any necessary arrangements.

1.22 PREFERENCE FOR ALASKA OFFEROR

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five (5) percent, applied in accordance with sec. 145 (Contract Award) of the Alaska Legislative Procurement Procedures. 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, if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.

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 a partnership as identified in the previous paragraph, 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 a partnership as identified in the previous paragraph, 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.

1.23 USE OF LOCAL PRODUCTS

Section 142 of the Alaska Legislative Procurement Procedures states 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 36.15.010 requires that in a project financed by State money in which the use of timber, lumber, and manufactured lumber projects is required, only timber, lumber, and manufactured lumber products originating in this State from local forests shall be used wherever

practicable. Therefore, if construction, repair, renovation, redecoration, or other alteration is to be performed by the Successful Offeror to satisfy this Request for Proposals or to comply with a provision of the resulting contract, the Successful Offeror must use, wherever practical, timber, lumber, and manufactured lumber products originating in the State from local forests and 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.

1.24 FUND OBLIGATIONS

The funds are available in an appropriation to pay for the Agency's monetary obligations under the contract through June 30, 2022. The availability of funds to pay for the Agency's monetary obligations under the contract is contingent upon 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 Executive Director of the Agency, sufficient funds are not appropriated, the contract will be terminated by the Executive Director or amended, without liability of the Agency for the termination or amendment. To terminate under this section, the Project Director shall provide written notice of the termination to the Successful Offeror.

1.25 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS

This RFP does not obligate the Agency or the Alaska Legislative Council to award a contract or to pay any costs incurred in the preparation of the proposal if a contract is not awarded. This RFP may be cancelled, or all proposals rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the contract.

1.26 REJECTION OF INDIVIDUAL PROPOSALS

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 Alaska Legislative Procurement Procedures.

1.27 PROCUREMENT PROCEDURES

This Request for Proposals is subject to the Alaska Legislative Procurement Procedures. The Procurement Procedures may be found at:

<https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=97814>.

1.28 CONTRACT NEGOTIATIONS

After issuing the NIA, the Agency may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Agency. If the Agency elects to initiate contract negotiations, these negotiations cannot involve changes in the Agency's requirements or the Offeror's proposal that would, by their nature, affect the basis of the source selection and the competition previously conducted.

1.29 FAILURE TO NEGOTIATE

The Agency may terminate negotiations under paragraph 1.28 (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.

1.30 FIRM OFFER

For the purpose of award, even if a notice of intent to award to another offeror is issued during the ninety (90) days or a contract is entered into with another offeror during the ninety (90) days, proposals made in accordance with this RFP shall be good and firm for a period of ninety (90) days from the deadline for receipt of proposals in response to the RFP.

1.31 AWARD CRITERIA

All Offerors should note that final award of a contract based on this RFP is not solely based on the price. See Section Five (Evaluation Criteria) of this RFP for details on how proposals will be evaluated and awarded points.

1.32 AWARD OF CONTRACT

AWARD OF THIS RFP IS SUBJECT TO APPROVAL BY THE STATE OF ALASKA LEGISLATIVE COUNCIL.

1.33 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Offeror, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will list the names and addresses of all Offerors and identify the proposal selected for award.

1.34 FORMAT OF CONTRACT

The contract entered into as a result of this RFP will be in the contract format desired by the Agency and will include the provisions of the RFP that apply to the contract.

1.35 ADDITIONAL TERMS AND CONDITIONS

The Agency reserves the right to include additional terms and conditions in the contract. However, these terms and conditions must be within the scope of the RFP and may not amount to a material modification of this RFP.

1.36 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 32nd Legislature which is anticipated to be the end of May. The Successful Offeror shall propose a timeline that the Work can be completed in the Offeror's Technical Proposal. 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 the Contract, 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.

1.37 PAYMENT UNDER CONTRACT

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.

1.38 CONTRACT AMENDMENTS

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 if the Agency determines that the amendment is in the best interests of the Agency.

1.39 CONTRACT ASSIGNMENT / TRANSFER

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

1.40 BINDING ON SUCCESSORS

Subject to sec. 1.27 (Procurement Procedures) and sec. 1.39 (Contract Assignment / Transfer) of this RFP, 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.

1.41 BREACH OF CONTRACT

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

1.42 TERMINATION OF CONTRACT

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.

1.43 RECORDS: AUDIT

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.

1.44 OWNERSHIP AND REUSE OF DOCUMENTS

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.

1.45 APPLICABLE LAWS

The Successful Offeror and its offer must comply with all applicable federal, state, and municipal labor, wage/hour, safety, and any other laws which have a bearing on the contract, and the

Successful Offer must have all licenses, registrations, permits, and certifications required by the Agency and state and municipal law for performance of the contract covered by this RFP.

1.46 VENUE AND APPLICABLE LAW

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

1.47 INDEMNIFICATION

The Successful Offeror shall indemnify, save harmless, and defend the Agency and the Agency's officers, agents, employees, and invitees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Offeror that occurs on or about the Project Site or that relates to the Successful Offeror's performance of its contract obligations.

1.48 INSURANCE

Without limiting Successful Offeror's indemnification responsibilities under sec. 1.47 (Indemnification) 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:

- A. 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;
- B. 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 contractor's 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;
- C. 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;

The Successful Offeror must have the policy for the insurance listed in A. – C. above in effect and must be furnished to the Procurement Manager before a contract is entered into. Each of the required insurance policies must provide for the Agency to receive a thirty (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 Successful Offeror shall require that all indemnities obtained from any Subcontractors be extended to include the Agency as an additional named indemnitee. The Successful Offeror 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 Successful Offeror, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

1.49 FORCE MAJEURE

The Successful Offeror is not liable for the consequences of any delay or failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Successful Offeror. For the purposes of this section, "Force Majeure" means: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strikes.

1.50 TIME

Time is of the essence.

1.51 COVERAGE UNDER ETHICS LAW

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.

1.52 PREVAILING WAGE

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 included with this RFP as attachment A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet, 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.

1.53 BID SECURITY

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, Legislative Affairs Agency. 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 attached in sec. 6.05 (BID BOND) for Offeror's use).**

1.54 PERFORMANCE AND PAYMENT BONDS

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 and Payment Bond are attached in Section Six (RFP and Contract Forms) of this RFP for the Successful Offeror's use).**

1.55 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 Work specifications included as attachment A-1 (Alaska State Capitol Re-Roof Work Specifications for RFP 651, the accompanying construction drawings included as attachment A-2 (Alaska State Capitol Re-Roof Construction Drawings for RFP 651) 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 full tear off, removal and replacement of the Alaska State Capitol Roof.
- g. **Project Site** means the location and the immediate surrounding areas that the Work will be completed at.
- h. **Regulatory Requirements** means laws, regulations, ordinances, codes and orders.
- i. **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.
- j. **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.
- k. **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.

SECTION TWO - Scope of Work and Products

2.01 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 included as attachment A-1 (Alaska State Capitol Re-Roof Work Specifications for RFP 651 and the accompanying construction drawings included as attachment A-2 (Alaska State Capitol Re-Roof Construction Drawings for RFP 651), which are incorporated into this Section Two (Scope of Work and Products). The Work is located at the Alaska State Capitol (Capitol), 120 4th Street, Juneau, Alaska.
- b. The Work can begin after the adjournment of the 32nd Legislature which is anticipated to be the end of May. The Successful Offeror shall propose a timeline that the Work can be completed in the Offeror's Technical Proposal.
- c. Commencement of the Work shall be sequenced in coordination with the Project Director.

2.02 CONTRACTOR'S RESPONSIBILITIES

- a. The Agency directs the Contractor to the requirements of paragraph 3.04.b. (Superintendence by Contractor) of the General Conditions and Requirements of this RFP in which the Contractor is required to provide a competent resident project superintendent at the Project Site at all times during Work in progress. In addition to the requirements of paragraph 3.04.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 Questionnaire included in sec. 6.01 (Contractor Questionnaire) of this RFP.
- b. In addition to the requirements of paragraphs under 3.04 (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 3.04 (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 3.04 (Contractor's Responsibilities) of the General Conditions and Requirements of this RFP, the Contractor shall clean up any area affected by the Work or the Contractor.
- e. The Agency directs the Contractor to the requirements of paragraph 3.04.o. (Use of Premises) of the General Conditions and Requirements of this RFP, in which the Contractor shall assume full responsibility for any damage done to the Agency's property resulting from the performance of the Work.
- f. The Work shall be performed in a professional, skilled manner and must comply with the best practices of the trade.

2.03 PROJECT SITE

The Alaska State Capitol located at 120 4th Street, Juneau, Alaska.

2.04 PROJECT DIRECTOR

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

2.05 BUILDING PERMIT

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.

2.06 CHANGE ORDER

In addition to the requirements in accordance with paragraphs under 3.06 (Changes) of the General Conditions and Requirements of this RFP, the Contractor must submit any change order requests to the Project Director on the Agency's Change Order Form. Change orders will be strictly reviewed and may require the Legislative Council Committee's approval. Change Order Forms may be obtained from the Project Director. A Change Order request is not considered granted until all required Agency-authorized signatures have been obtained by the Agency and a copy of the approved Change Order has been given to the Contractor.

2.07 PROJECT MEETINGS

- a. Pre-Construction Conference: Prior to the commencement of Work at the site, a Pre-Construction Conference will be held at a mutually agreed upon time and place which shall be attended by the Procurement Manager, Project Director, the Successful Offeror, the Successful Offeror's subcontractors as the Successful Offeror considers appropriate, and any other attendees the Agency considers appropriate. Unless previously submitted to the Procurement Manager, the Successful Offeror shall bring to the Pre-Construction Conference four copies of each of the following:
 1. plan of operation;
 2. anticipated progress schedule;
 3. procurement schedule of major equipment/materials or items requiring a long lead time;
 4. shop drawing/sample/substitute or "Or Equal" submittal schedule;
 5. name, local address, and telephone number of Contractor's on-site Project Superintendent.

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.

- b. **Progress Meetings During Site Construction:** During the project, it is the Successful Offeror's responsibility to schedule and hold Work progress meetings at a mutually agreed upon time and place which shall be attended by the Project Director and the Successful Offeror, and the Successful Offeror's subcontractors as the Successful Offeror considers appropriate. Other attendees may be other Agency personnel. The Successful Offeror may, at its discretion, request attendance by representatives of its suppliers, manufacturers, or other subcontractors.

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.

2.08 LIQUIDATED DAMAGES

- a. Liquidated Damages shall be applicable to the Work because damages resulting from lost production time by the Agency and its employees and invitees, as well as other damages for late completion of the overall Work, will be difficult to estimate. The Liquidated Damages are established in the schedule as listed below.

Daily Charge for Liquidated Damages For each Calendar Day of Delay	
Original Contract Amount	Daily Charge
More Than - But Not More than	
\$0.00 - \$99,999.99	\$300.00
\$100,000.00 - \$499,999.99	\$550.00
\$500,000.00 - \$999,999.99	\$750.00
\$1,000,000.00 - \$1,999,999.99	\$1,000.00
\$2,000,000.00 - \$4,999,999.99	\$1,500.00
\$5,000,000.00 - \$9,999,999.99	\$2,500.00
\$10,000,000.00 – and up	\$3,000.00

- 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.

2.09 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 coordinated access to the Capitol premises as necessary to perform the Work.
- c. The Agency will supply electricity and water for the Work, and the Successful Offeror may use the restrooms on the ground floor or 5th floor of the Capitol 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 coordinating the actual moving of any of the Agency's property that might be required.

SECTION THREE - General Conditions and Requirements

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

3.02 PROPOSAL DOCUMENTS: INTENT, AMENDING, REUSE:

- a. Incomplete Proposal Documents: The submission of a proposal by the Offeror is considered a representation that the Offeror examined the proposal documents to make certain that all sheets and pages were provided, and that the Offeror is satisfied as to the conditions to be encountered in performing the Work. The Agency expressly denies any responsibility or liability for a proposal submitted on the basis of an incomplete set of proposal documents.
- b. Copies of Proposal Documents: The Agency shall furnish to the Contractor up to two (2) copies of the proposal documents. Upon request, additional copies will be furnished to the Contractor at the cost of reproduction.

- c. Scope of Work: The contract documents will contain the entire contract between the Agency and the Contractor concerning the Work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the Regulatory Requirements of the place of the Project. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of the contract to create in the public or any member thereof a third-party benefit, or to authorize anyone not a party to the contract to maintain a suit pursuant to the terms or provisions of the contract.
- d. Intent of Contract Documents: It is the intent of the contract documents to describe a functionally complete Project. Any Work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied, without any adjustment in contract price or contract time, whether or not specifically called for.

Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the contract documents or, if not stated, the latest standard specification, manual, code or Regulatory Requirements in effect at the time of advertisement for the Project (or, on the effective date of the contract if there was no advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Agency and the Contractor, or any of their consultants, agents or employees from those set forth in the contract documents, nor shall it be effective to assign to the Agency or any of the Agency's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs under 3.01 (Authorities and Limitations) of these General Conditions and Requirements of this RFP.

- e. Discrepancy in Contract Documents: Before undertaking the Work, the Contractor shall carefully study and compare the contract documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the Contractor shall imply verification of figures, dimensions, and field measurements. If, during the above study or during the performance of the Work, the Contractor finds a conflict, error, discrepancy or omission in the contract documents, or a discrepancy between the contract documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the Contractor shall promptly report such discrepancy in writing to the Project Director. The Contractor shall obtain a written interpretation or clarification from the Project Director before proceeding with any Work affected thereby. Any adjustment made by the Contractor without this written interpretation or clarification from the Project Director shall be at the Contractor's own risk and expense. However, the Contractor shall not be liable to the Agency for failure to report any conflict, error, or discrepancy in the contract documents unless the Contractor should reasonably have known thereof.
- f. Discrepancy - Order of Precedence: When conflicts, errors, or discrepancies within the contract documents exist, the order of precedence from most governing to least governing will be as follows:

- i. Approved Change Order(s)
- ii. Amendment(s) to Contract
- iii. Contract
- iv. Amendments issued by the Agency for the RFP
- v. Notices to Offerors
- vi. Scope of Work and Products
- vii. General Conditions and Requirements
- viii. Written Technical Work Specifications
- ix. General Notes on Construction Drawings

Drawings (recorded dimensions will govern over scaled dimensions, large scale details over small scale, schedules over plans, architectural drawings over structural drawings over mechanical and electrical drawings)

- g. Clarifications and Interpretations: The Procurement Manager will issue with reasonable promptness such written clarifications or interpretations of the requirements of the contract documents to the Project Director as the Procurement Manager 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 Procurement Manager. Contract documents prepared by the Contractor in connection with the Work shall become the property of the Agency.

3.03 LANDS AND PHYSICAL CONDITIONS:

- a. Availability of Site: The Agency shall furnish as indicated in the contract documents, the site upon which the Work is to be performed.
- b. Visit to Site: The submission of a proposal by the Contractor is considered a representation that the Contractor has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the contract documents.
- c. Explorations and Reports: If reference is made in the Supplementary Conditions to any reports of explorations and tests of subsurface conditions at the site that have been utilized by the Agency in preparation of the contract documents, then the Contractor may for the Contractor's purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 3.03.d (Utilities) and 3.06.n. (Differing Site Conditions) of these General Conditions and Requirements of this RFP, Contractor shall have full responsibility with respect to surface and subsurface conditions at the site.
- d. Utilities: The horizontal and vertical locations of known underground utilities as shown or indicated by the contract documents are approximate and are based on information and data furnished to the Agency by the owners of such underground utilities.

The Contractor shall have full responsibility for:

- i. Reviewing and checking all information and data concerning utilities;
- ii. Locating all underground utilities shown or indicated in the contract documents which are affected by the Work;
- iii. Coordination of the Work with the owners of all utilities during construction;
- iv. Safety and protection of all utilities as provided in paragraph 3.04.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 3.03.d. (Utilities) and paragraph 3.03.e. (Damaged Utilities) of these General Conditions and Requirements of this RFP.

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

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

- e. Damaged Utilities: When utilities are damaged by the Contractor, the utility owner shall have the choice of repairing the utility or having the Contractor repair the utility. In the following circumstances, the Contractor shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the Agency, all materials, equipment and labor necessary to complete repair of the damage:
 - i. When the utility is shown or indicated in the contract documents;
 - ii. When the utility has been located by the utility owner;
 - iii. When no locate was requested by the Contractor for utilities shown or indicated in the contract documents;
 - iv. When the utilities are visible; or
 - v. When the Contractor could have, otherwise, reasonably been expected to be aware of such utility.
- f. Utilities Not Shown or Indicated: If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or not indicated in the contract documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 3.04.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 3.06.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 3.04.r. (Safety and Protection) of these General Conditions and Requirements of this RFP. The Contractor may be allowed an increase in the contract price or an extension of the contract time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the contract documents and which the Contractor could not reasonably have been expected to be aware of.

- g. Survey Control: The Agency will identify sufficient horizontal and vertical control data to enable the Contractor to survey and lay out the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 1.14 (Professional Registration and Certification) of the Notices to Offerors of this RFP. Copies of all survey notes will be provided the Agency on a weekly basis with variations between the contract documents and actual field conditions identified. Survey notes are to be in a format acceptable to the Agency.

3.04 CONTRACTOR'S RESPONSIBILITIES:

- a. Supervision of Work: The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. All Work under the contract shall be performed in a skillful manner. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- b. Superintendence by Contractor: The Contractor shall keep a competent resident project superintendent on the Project Site at all times during Work in progress. The Project Director shall be advised in writing of the project superintendent's name, local address, and telephone number. This written advice is to be kept current until final acceptance by the Agency. The project superintendent will be the Contractor's representative at the site and shall have full authority to act and sign documents on behalf of the Contractor. All communications given to the project superintendent shall be as binding as if given to the Contractor. The Contractor and project superintendent shall cooperate with the Project Director in every way possible.
- c. Character of Workers: The Contractor shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. The Contractor shall at all times maintain good discipline and order at the site. The Project Director may, in writing, require the Contractor to remove from the Work any employee the Project Director deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Project Director shall have no duty to exercise this right.
- d. Contractor to Furnish: The Contractor shall provide and maintain neat and sanitary accommodations for the use of the Contractor's employees and Agency representatives as may be necessary to comply with the requirements of the State and municipal agencies, or of other bodies or tribunals having jurisdiction over health and sanitation. The Contractor shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

- e. Materials and Equipment: All materials and equipment shall be of specified quality and new, except as otherwise provided in the contract documents. If required by the Project Director, the Contractor shall furnish satisfactory evidence (including, but not limited to reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the contract documents. But provision of any such instructions will be effective to assign to the Agency or any of the Agency's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 3.04.k. (Substitute Means & Methods) and paragraph 3.01.c. (Visits to Site/Place of Business) of these General Conditions and Requirements of this RFP.
- f. Anticipated Schedules: Within a reasonable time prior to the preconstruction conference the Contractor shall submit to the Project Director for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.
- g. Within fifteen days after the date of the Notice to Proceed, the Contractor shall submit to the Project Director for review:
 - i. Anticipated schedule of Shop Drawing submissions; and
 - ii. Anticipated Schedule of Values for all of the Work which will include, but 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 3.04.f. (Anticipated Schedules) of these General Conditions and Requirements of this RFP. The finalized progress schedule will be acceptable to the Agency as providing information related to the orderly progression of the Work to completion within the contract time; but such acceptance will neither impose on the Agency nor relieve the Contractor from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acceptable to the Agency as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acceptable to the Agency as an approximation of anticipated value of Work to be accomplished over the anticipated contract time. Receipt and acceptance of a schedule submitted by the Contractor shall not be construed to assign responsibility for performance or contingencies to the Agency or relieve the Contractor of its responsibility to adjust its forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed contract time. Should the performance of the Work be discontinued for any reason, the Contractor shall notify the Project Director at least 24 hours in advance of resuming operations.
- i. Adjusting Schedules: Upon substantial changes to the schedule, or upon request, the Contractor shall submit to the Project Director for acceptance (to the extent indicated in paragraph 3.04.h. (Finalizing Schedules)) of these General Conditions and Requirements of

this RFP) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

- j. Substitutes or "Or-Equal" Items: Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Project Director only if sufficient information is submitted by the Contractor which clearly demonstrates to the Project Director that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Project Director will include the following provisions as supplemented in these General Conditions and Requirements:
- i. Requests for review of substitute items of material and equipment will not be accepted by the Project Director from anyone other than the Contractor.
 - ii. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Project Director for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not delay the Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the contract documents (or in the provisions of any other direct contract with the Agency for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from that specified will be identified in the application, and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including, but not limited to, costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Agency in evaluating the proposed substitute. The Agency may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Project Director may reject any substitution request which the Project Director determines is not in the best interest of the Agency.
- k. Substitute Means and Methods: If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Director, if the Contractor submits sufficient information to allow the Project Director to determine that the substitute proposed is equivalent to that indicated or required by the contract documents. The procedure for review by the Project Director will be similar to that provided in paragraph 3.04.j. (Substitutes or "Or-Equal" Items) of these General Conditions and Requirements of this RFP as applied by the Project Director and as may be supplemented in the General Conditions and Requirements.

- l. Evaluation of Substitution: The Project Director will be allowed a reasonable time within which to evaluate each proposed substitute. The Project Director will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Project Director's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with paragraph 3.04.u. (Shop Drawings and Samples) and paragraph 3.04.v. (Shop Drawing and Sample Review) of these General Conditions and Requirements of this RFP. The Project Director may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other Surety with respect to any substitute.
- m. Dividing the Work: The divisions and sections of the specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- n. Subcontractors: The Contractor may utilize the services of licensed specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:
 - i. The Contractor shall not award any Work to any subcontractor without prior written approval of the Project Director. This approval will not be given until the Contractor submits to the Project Director a written statement concerning the proposed award to the subcontractor which shall contain required Equal Employment Opportunity documents, evidence of workers' compensation and other insurance whose limits are acceptable to the Contractor, and an executed copy of the subcontract. All subcontracts submitted for approval must contain provisions for payment for Work done by the subcontractor that comply with AS 36.90.210. The acceptance by the Project Director of any such subcontractor does not constitute a waiver of any right of the Agency to reject defective Work.
 - ii. The Contractor shall be fully responsible to the Agency for all acts and omissions of the subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as the Contractor is responsible for Contractor's own acts and omissions.
 - iii. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate written agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of the Agency and contains waiver provisions as required by paragraph 3.10.r. (Waiver of Claims by Contractor) and termination provisions in accordance with paragraphs under 3.11 (Suspension of Work, Default and Termination) of these General Conditions and Requirements of this RFP.
 - iv. Nothing in the contract documents shall create any contractual relationship between the Agency and any such subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the Agency to pay or to see to the payment of any monies due any such subcontractor, supplier, or other person or organization except as may otherwise be required by Regulatory Requirements. The Agency will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

- v. The Contractor and subcontractors shall coordinate their work and cooperate with other trades so as to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the Contractor with no change in contract price or contract time.
- vi. The Contractor shall include on his own payrolls any person or persons working on the contract who are not covered by written subcontract and shall ensure that all subcontractors include on their payrolls all persons performing work under the direction of the subcontractors.
- o. Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of the land or area or of any contiguous land or areas, resulting from the performance of the Work. Should any claim be made against the Agency by any such owner or occupant because of the performance of the Work, the Contractor shall hold the Agency harmless.
- p. Structural Loading: The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- q. Record Documents: The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Amendments, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.02.g. (Clarifications and Interpretations)) of these General Conditions and Requirements of this RFP, in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the Project Director for reference and copying. Upon completion of the Work, the annotated record documents, samples, and Shop Drawings will be delivered to the Project Director. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the contract documents.
- r. Safety and Protection: In addition to the other safety requirements of the contract, the Contractor must comply with AS 18.60.075 (Safe Employment) and all pertinent provisions of 8 AAC 61 (Occupational Safety and Health). The Contractor alone shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - i. All employees on the Work and other persons and organizations who may be affected by the Work;
 - ii. All the Work, and the materials and equipment to be incorporated in the Work, whether in storage on or off the site; and

- iii. Other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. No change in contract price or contract time will be allowed except as stated in paragraph 3.03.f. (Utilities Not Shown or Indicated) of these General Conditions and Requirements of this RFP, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not limited to, acts of God, the public enemy, or governmental authorities. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until final acceptance (except as otherwise expressly provided in connection with substantial completion).

- s. Safety Representative: The Contractor shall designate a responsible safety representative at the site. This person shall be the Contractor's project superintendent unless otherwise designated in writing by the Contractor to the Project Director.
- t. Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent to the site, the Contractor, without special instruction or authorization from the Agency, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Director prompt written notice if the Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the Agency determines that a change in the contract is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in paragraph 3.06.b. (Authorization of Changes within the General Scope) of these General Conditions and Requirements of this RFP, as determined appropriate by the Project Director.
- u. Shop Drawings and Samples: After checking and verifying all field measurements and after complying with applicable procedures specified in these General Conditions and Requirements, the Contractor shall submit to the Project Director for review and approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission. All submissions will be identified as the Project Director may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Project Director to review the information as required.

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

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

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

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

The Project Director's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the contract documents unless the Contractor has in writing advised the Project Director of each such variation at the time of submission as required by the paragraphs under 3.04.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 3.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP.

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

- w. Maintenance During Construction: The Contractor shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraphs under 3.10.j. (Substantial Completion) of these General Conditions and Requirements of this RFP.
- x. Continuing the Work: The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Agency. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the Contractor and the Project Director may otherwise agree in writing.
- y. Consent to Assignment: The Contractor shall obtain the prior written consent of the Project Director to any proposed assignment of any interest in, or part of the contract. The consent to any assignment or transfer shall not operate to relieve the Contractor or the Contractor's Sureties of any obligations under the contract or the Performance and Payment Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the Contractor's creditors pursuant to law.
- z. Use of Explosives: If, the use of explosives is necessary for the performance of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including, but not limited to, new Work, and shall follow all Regulatory Requirements applicable to the use of explosives. The Contractor shall be responsible for all damage resulting from the use of explosives.

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

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

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

purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the contract documents.

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

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

3.05 OTHER WORK:

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

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

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

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

- b. Access, Cutting, and Patching: The Contractor shall afford each utility owner and any other Contractor who is a party to such a direct contract with the Agency (or the Agency, if the Agency is performing the additional work with the Agency's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the work of others. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter such other work

with the written consent of the Project Director. The duties and responsibilities of the Contractor under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Agency and other contractors.

- c. Defective Work by Others: If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor, utility owner, or the Agency, the Contractor shall inspect and promptly report to the Project Director in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.
- d. Coordination: If the Agency contracts with others for the performance of other work at the site, the Project Director will have authority and responsibility for coordination of the activities among the various prime contractors.

3.06 CHANGES:

- a. Agency's Right to Change: The Agency may, at any time, order additions, deletions, or revisions in the Work within the general scope of the contract, including but not limited to, changes:
 - i. In the contract documents;
 - ii. In the method or manner of performance of the Work;
 - iii. In State-furnished facilities, equipment, materials, services, or site;
 - iv. Directing acceleration in the performance of the Work.
- b. Authorization of Changes within the General Scope: Additions, deletions, or revisions in the Work within the general scope of the contract as specified in paragraph 3.06.a. (Agency's Right to Change) of these General Conditions and Requirements of this RFP, shall be authorized by one or more of following ways:
 - i. Directive (pursuant to paragraph 3.06.c. (Directive) of these General Conditions and Requirements of this RFP);
 - ii. A Change Order (pursuant to paragraph 3.06.i. (Change Order) of these General Conditions and Requirements of this RFP);
 - iii. Agency's acceptance of Shop Drawing variations from the contract documents as specifically identified by the Contractor as required by paragraph 3.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP.
- c. Directive: The Project Director shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 3.02.g. (Clarifications and Interpretations) of these General Conditions and Requirements of this RFP).

- d. The Project Director may authorize minor variations in the Work from the requirements of the contract documents which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents.
- e. The Project Director may order the Contractor to correct defective Work or methods which do not conform to the contract documents.
- f. The Project Director may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 3.04.t. (Emergencies) of these General Conditions and Requirements of this RFP).
- g. Upon the issuance of a Directive to the Contractor by the Project Director, the Contractor shall proceed with the performance of the Work as prescribed by such Directive.
- h. If the Contractor believes that the changes noted in a Directive may cause an increase in the contract price or an extension of contract time, the Contractor shall immediately provide written notice to the Project Director depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Project Director finds the increase in contract price or the extension of contract time justified, a Change Order will be issued. If however, the Project Director does not find that a Change Order is justified, the Project Director may direct the Contractor to proceed with the Work. The Contractor shall cooperate with the Project Director in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a cost of the work basis as provided in paragraph 3.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP.
- i. Change Order: A change in contract time, contract price, or responsibility may be made within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the contract documents except as otherwise specifically provided. Changes in contract price and contract time shall be made in accordance with paragraphs under 3.06 (Changes), 3.07 (Contract Price: Computation and Change), and 3.08 (Contract Time: Computation and Change) of these General Conditions and Requirements of this RFP.
- j. Shop Drawing Variations: Variations by Shop Drawings shall only be eligible for consideration under the above paragraph 3.06.i. (Change Order) of these General Conditions and Requirements of this RFP, when the conditions affecting the price, time, or responsibility are identified by the Contractor in writing and a request for a Change Order is submitted as per paragraph 3.04.u. (Shop Drawings and Samples) of these General Conditions and Requirements of this RFP.
- k. Changes Outside the General Scope; Supplemental Agreement: Any change which is outside the general scope of the contract, as determined by the Project Director, must be authorized by a Supplemental Agreement signed by the authorized representatives of the Agency and the Contractor.
- l. Unauthorized Work: The Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any work performed that is not required

by the contract documents as amended, modified, and supplemented as provided in paragraphs under 3.06 (Changes), except in the case of an emergency as provided in paragraph 3.04.t. (Emergencies) of these General Conditions and Requirements of this RFP, and except in the case of uncovering Work as provided in 3.09.d. (Uncovering Work) of these General Conditions and Requirements of this RFP.

- m. Notification of Surety: If notice of any change affecting the general scope of the Work or the provisions of the contract documents (including, but not limited to, contract price or contract time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.
- n. Differing Site Conditions: The Contractor shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 3.04.t. (Emergencies)) of these General Conditions and Requirements of this RFP, notify the Project Director in writing of:
 - i. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract, and which could not have been discovered by a careful examination of the site; or
 - ii. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The Project Director shall promptly investigate the conditions, and if the Project Director finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment shall be made and the contract modified in writing accordingly.
- o. Any claim for additional compensation by the Contractor in the paragraphs under 3.06 (Changes) of these General Conditions and Requirements of this RFP, shall be made in accordance with paragraphs under 3.12 (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.

3.07 CONTRACT PRICE, COMPUTATION AND CHANGE:

- a. Contract Price: The contract price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the contract price. The contract price may only be changed by a Change Order or Supplemental Agreement.
- b. Claim for Price Change: Any claim for an increase or decrease in the contract price shall be submitted in accordance with the terms in paragraphs under 3.12 (Claims and Disputes) of

these General Conditions and Requirements of this RFP and shall not be allowed unless notice requirements of the contract have been met.

- c. Change Order Price Determination: The value of any work covered by a change order for an increase or decrease in the contract price shall be determined in one of the following ways:
- i. Where the Work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs under 3.07.h. (Unit Price Work) of these General Conditions and Requirements of this RFP).
 - ii. By mutual acceptance of a lump sum price which includes overhead and profit.
 - iii. When i. and ii. are inapplicable, on the basis of the “Cost of the Work” (determined as provided in paragraphs under 3.07.d. (Cost of the Work) and 3.07.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 3.07.f. (Contractor’s Fee) of these General Conditions and Requirements of this RFP).
 - iv. Before a Change Order or Supplemental Agreement is approved, the Contractor shall submit pricing data regarding the changed or extra Work. The Contractor shall certify that the data submitted is, to the Contractor’s best knowledge and belief, accurate, complete, and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.
- d. Cost of the Work: The term “Cost of the Work” means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Agency, such costs shall be an amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in the paragraph 3.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP:
- i. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Agency and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits that include, but are not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and Holiday pay applicable to the employees. Such employees shall include, but are not limited to, project superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the Agency.
 - ii. Cost of all materials and equipment furnished and incorporated in the Work, including, but not limited to, costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Agency deposits funds with the Contractor with

which to make payments, in which case the cash discounts shall accrue to the Agency. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Agency, and the Contractor shall make provisions so that they may be obtained.

- iii. Payments made by the Contractor to subcontractors for Work performed by subcontractors. If required by the Agency, Contractor shall obtain competitive quotes from subcontractors or suppliers acceptable to the Contractor and shall deliver such quotes to the Agency who will then determine which quotes will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "cost of the work" plus a fee, the subcontractor's "cost of the work" shall be determined in the same manner as the Contractor's "cost of the work" as described in paragraphs 3.07.d. (Cost of the Work) and 3.07.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 3.07.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 3.07.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 1.48 (Insurance) of the Scope of Work and Products of this RFP.
- e. Excluded Costs: The term "cost of the work" shall not include any of the following:
- i. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraphs covered under 3.07.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 3.07.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 3.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP.
- f. Contractor's Fee: The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

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

- i. For costs incurred under i. and ii. of paragraph 3.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP, the Contractor's fee shall be twenty percent (20%);
 - ii. For costs incurred under iii. of paragraph 3.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP, the Contractor's fee shall be ten percent (10%); and if a subcontract is on the basis of paragraph 3.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP plus a fee, the maximum allowable to Contractor on account of overhead and profit of all subcontractors and multiple tiers thereof shall be fifteen percent (15%);
 - iii. No fee shall be payable on the basis of costs itemized under iv. and v. of paragraph 3.07.d. (Cost of the Work) of these General Conditions and Requirements of this RFP and under any provision of paragraph 3.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP;
 - iv. The amount of credit to be allowed by the Contractor to the Agency for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent (10%) 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 3.07.f. (Contractor's Fee) of these General Conditions and Requirements of this RFP.
- g. Cost Breakdown: Whenever the cost of any Work is to be determined pursuant to paragraphs under 3.07.d. (Cost of the Work) and 3.07.e. (Excluded Costs) of these General Conditions and Requirements of this RFP, the Contractor will submit, in a form acceptable to the Agency, an itemized cost breakdown together with supporting data.
- h. Unit Price Work: Where the contract documents provide that all or part of the Work is to be unit price Work, initially the contract price will be deemed to include, for all unit price Work, an amount equal to the sum of the established unit prices for each separately identified item of unit price Work times the estimated quantity of each item as indicated in the contract.

The estimated quantities of items of unit price Work are not guaranteed and are solely for the purpose of comparison of proposals and determining an initial contract price. Determinations of the actual quantities and classifications of unit price Work performed by the Contractor will be made by the Agency in accordance with paragraph 3.07.i. (Determinations for Unit Prices) of these General Conditions and Requirements of this RFP.

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

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

- i. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10 percent (10%) of the total contract price, is increased by more than 25 percent (25%) 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 (125%) 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 (10%) of the total contract price, is decreased by more than 25 percent (25%) 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 (75%) of the amount originally proposal for the item.
- iii. Determinations for Unit Prices: The Project Director will determine the actual quantities and classifications of Unit price Work performed by the Contractor. The Project Director will review with the Contractor preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Project Director's acknowledgment thereof will be final and binding on the Contractor unless, within ten (10) days after the date of any such decisions, the Contractor delivers to the Project Director written notice of intention to appeal from such a decision.

3.08 CONTRACT TIME, COMPUTATION AND CHANGE:

- a. Commencement of Contract Time; Notice to Proceed: The contract time will commence to run on the day indicated in the Notice to Proceed.
- b. Starting the Work: No work on contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify the Project Director at least 24 hours in

advance of the time actual construction operations will begin. The Contractor may request a limited Notice to Proceed after Award has been made, to permit the Contractor to order long lead materials which could cause delays in project completion. However, granting the request is within the sole discretion of the Project Director, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

- c. Computation of Contract Time: When the contract time is specified on a calendar days basis, all Work under the contract shall be completed within the number of calendar days specified. The count of contract time begins on the day following receipt of the Notice to Proceed by the Contractor, if no starting day is stipulated therein.

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

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

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

Liquidated and actual damages for delay shall be paid by the Contractor or the Contractor's Surety to the Agency in the amount as specified in the Scope of Work and Products for each

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

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or Agency costs, fees, and charges related to re-procurement. 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 3.11.b. (Delay, Neglect, or Default of Contract) of these General Conditions and Requirements of this RFP.

3.09 QUALITY ASSURANCE:

- a. Warranty and Guaranty: The Contractor warrants and guarantees to the Agency that all Work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to the Project Director in written format. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in the paragraphs under 3.09 (Quality Assurance).
- b. Access to Work: The Agency and the Agency's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.
- c. Tests and Inspections: The Contractor shall give the Project Director timely notice of readiness of the Work for all required inspections, test, or approvals.

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

If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Project Director, it must, if requested by the Project Director, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Project Director timely notice of Contractor's

intention to cover the same and the Project Director has not acted with reasonable promptness in response to such notice.

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

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

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

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

and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the Agency before substantial completion of all the Work, the correction period for that Item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

- h. Acceptance of Defective Work: Instead of requiring correction or removal and replacement of defective Work, the Project Director may accept defective Work. The Contractor shall bear all direct, indirect, and consequential costs attributable to the Project Director's evaluation of and determination to accept such defective Work (costs to include, but not be limited to, fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the contract documents with respect to the Work; and the Agency shall be entitled to an appropriate decrease in the contract price. If the Agency has already made final payment to the Contractor, an appropriate amount shall be paid by the Contractor or his Surety to the Agency.
- i. Agency May Correct Defective Work: If the Contractor fails within a reasonable time after written notice from the Project Director to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Director in accordance with paragraph 3.09.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 3.09 (Quality Assurance) of these General Conditions and Requirements of this RFP.

3.10 PAYMENTS TO CONTRACTOR AND COMPLETION:

- a. Schedule of Values: The Schedule of Values established, as provided in paragraph 3.04.f. (Anticipated Schedules) of these General Conditions and Requirements of this RFP, will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to the Project Director. Progress payments on account of unit price Work will be based on the number of units completed.
- b. Preliminary Payments: Upon approval of the Schedule of Values, the Contractor may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by these General Conditions and Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total contract price as stated in the contract.
- c. Application for Progress Payment: The Contractor shall submit to the Project Director for review an application for payment filled out and signed by the Contractor covering the Work completed as of the date of the application for payment and accompanied by such supporting documentation as is required by the contract documents. Progress payments will be made as the Work progresses on a monthly basis, or twice a month when requested by the Contractor, but only when the approved invoice exceeds \$10,000.00.
- d. Review of Applications for Progress Payment: Project Director will either indicate in writing a recommendation of payment or return the Application for Payment to the Contractor indicating in writing the Project Director's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application for payment.
- e. Stored Materials and Equipment: If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, paid invoice, or other documentation satisfactory to the Project Director warranting (1) that the Agency has received the materials and equipment free and clear of all charges, security interests, and encumbrances, and (2) that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Agency's interest therein. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.
- f. Contractor's Warranty of Title: The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the Agency no later than the time of payment, free and clear of any claims, liens, security interests, and further obligations.
- g. Withholding of Payments: The Agency may withhold or refuse payment for any of the reasons listed below, provided it gives written notice of its intent to withhold and of the basis for withholding:

- i. The Work is defective, Work has been damaged requiring correction or replacement, Work has been installed without approval of Shop Drawings or by an unapproved subcontractor, or materials and equipment have been unsuitably stored.
 - ii. The contract price has been reduced by Change Order.
 - iii. The Agency has been required to correct defective Work or complete Work in accordance with paragraph 3.09.i. (Agency May Correct Defective Work) of these General Conditions and Requirements of this RFP.
 - iv. The Agency's actual knowledge of the occurrence of any of the events enumerated in paragraphs under 3.11.b. (Delay, Neglect, or Default of Contract) of these General Conditions and Requirements of this RFP.
 - v. Claims have been made against the Agency or against the funds held by the Agency on account of the Contractor's actions or inaction in performing the contract, or there are other items entitling the Agency to a set off.
 - vi. Subsequently discovered evidence or the results of subsequent inspections or tests nullify any previous payments for reasons stated in paragraphs under i. through v. and vii.
 - vii. The Contractor has failed to fulfill or is in violation of any of the Contractor's obligations under any provision of the contract.
- h. Retainage: At any time, the Agency finds that satisfactory progress is not being made, it may, in addition to the amounts withheld under paragraph 3.10.g. (Withholding of Payments) of these General Conditions and Requirements of this RFP, retain a maximum amount equal to 10 percent (10%) of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Project Director finds that satisfactory progress is being made.
- i. Request for Release of Funds: If the Contractor believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and contract provisions on which the Contractor relies shall be given to the Agency, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor and Workforce Development, the Contractor shall provide a letter from the Department of Labor and Workforce Development stating that withholding is no longer requested. Following such submittal by the Contractor, the Agency shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.
- j. Substantial Completion: When the Contractor considers the Work ready for its intended use the Contractor shall notify the Project Director in writing that the Work or a portion of Work which has been specifically identified in the contract documents is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Agency issue a certificate of substantial completion. Within a reasonable time thereafter, the Project Director, the Contractor, and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Project Director does not consider the

Work substantially complete, the Project Director will notify the Contractor in writing giving the reasons therefore. If the Project Director considers the Work substantially complete, the Project Director will, within 14 days of the completion of the inspection, execute and deliver to the Contractor a certificate of substantial completion with a tentative list of items to be completed or corrected. At the time of delivery of the certificate of substantial completion, the Project Director will deliver to the Contractor a written division of responsibilities pending final completion with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties which shall be consistent with the terms of the contract documents. The Agency shall be responsible for all Agency costs resulting from the initial inspection and the first re-inspection, and the Contractor shall pay all costs incurred by the Agency resulting from subsequent re-inspections.

- k. Access Following Substantial Completion: The Agency shall have the right to exclude the Contractor from the Work after the date of substantial completion, but the Agency shall allow Contractor reasonable access to complete or correct items on the tentative list described in paragraph 3.10.j. (Substantial Completion) of these General Conditions and Requirements of this RFP.
- l. Final Inspection: Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Project Director will make a final inspection with the Contractor and appropriate Consultants and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies. The Contractor shall pay for all costs incurred by the Agency resulting from re-inspections.
- m. Final Completion and Application for Payment: After the Contractor has completed all corrections and measures to the satisfaction of the Project Director; delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, subcontractors and suppliers, certificates of inspection, marked-up record documents, and other documents (as required by the contract documents), and after the Project Director has indicated in writing that the Work has met the requirements for final completion, subject to the provisions of paragraph 3.10.r. (Waiver of Claims by Contractor) of these General Conditions and Requirements of this RFP, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all certificates, warranties, guarantees, releases, affidavits, and other documentation required by the contract documents.
- n. Final Payment: If, on the basis of the Project Director's observation of the Work during construction and final inspection and the Project Director's review of the final application for payment and accompanying documentation, all as required by the contract documents, the Project Director is satisfied that the Work has been completed and the Contractor's other obligations under the contract documents have been fulfilled, the Agency will process final Application for Payment. Otherwise, the Project Director will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor shall make the necessary corrections and resubmit the final application for payment.
- o. If, through no fault of the Contractor, final completion of the Work is significantly delayed, the Project Director shall, upon receipt of the Contractor's final application for payment,

and without terminating the contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Agency for Work not fully completed or corrected is less than 3.10.h. (Retainage) of these General Conditions and Requirements of this RFP, and if bonds have been furnished as required in paragraph 1.54 (Performance and Payment Bonds) in the Notices to Offerors section of this RFP, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Agency with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- p. Final Acceptance: Following certification of payment of payroll and revenue taxes, and final payment to the Contractor, the Agency will issue a letter of final acceptance, releasing the Contractor from further obligations under the contract, except as provided in paragraph 3.10.q. (Contractor's Continuing Obligation) of these General Conditions and Requirements of this RFP.
- q. Contractor's Continuing Obligation: The Contractor's obligation to perform and complete the Work and pay all laborers, subcontractors, and material suppliers in accordance with the contract documents shall be absolute. Neither: (1) the progress or final payment by the Agency, (2) the issuance of a certificate of substantial completion, (3) any use or occupancy of the Work or any part thereof by the Agency or using Agency, (4) any act of acceptance by the Agency nor any failure to do so, (5) any review and approval of a Shop Drawing or sample submission, nor (6) any correction of defective Work by the Agency, will constitute an acceptance of Work not in accordance with the contract documents or a release of the Contractor's obligation to perform the Work in accordance with the contract documents.
- r. Waiver of Claims by Contractor: The making of final payment will constitute a waiver of all claims by the Contractor against the Agency other than those previously made in writing and still unsettled.
- s. No Waiver of Legal Rights: The Agency shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any payment, measurement, estimate, or certificate is untrue or is incorrectly made, or that the Work or materials are defective. The Agency shall not be precluded or be stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or the Contractor's Sureties, or both, such damages as it may sustain by reason of the failure to comply with the requirements of the contract documents. Neither the acceptance by the Agency, or any representative of the Agency, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the contract time, nor any possession taken by the Agency, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver by the Agency of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

3.11 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 3.12 (Claims and Disputes) of these General Conditions and Requirements of this RFP. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the Contractor, or that suspension is necessary for contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including, but not limited to, the fault or negligence of the Contractor.

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

- b. Delay, Neglect, or Default of Contract: The Project Director may give notice in writing to the Contractor and his Surety of delay, neglect, or default, if the Contractor:
- i. Fails to begin the Work under the contract within the time specified in the contract documents;
 - ii. Fails to perform the Work in accordance with the contract documents (including, but not limited to, failing to supply sufficiently skilled workers, suitable materials or equipment, or failing to adhere to the progress schedule established under paragraph 3.04.f. (Anticipated Schedules) of these General Conditions and Requirements of this RFP);
 - iii. Performs the Work unsuitably or neglects or refuses to remove materials or to correct defective Work;
 - iv. Discontinues the prosecution of the Work;
 - v. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
 - vi. Becomes insolvent, except that, if the Contractor declares bankruptcy, termination shall be in accordance with 11 U.S.C. 362 and/or 11 U.S.C. 365; in the event the Contractor declares bankruptcy, the Contractor will work with the bankruptcy trustee to assume or reject the contract in a timely manner so that the contract will be completed by the date specified in the contract;
 - vii. Allows any final judgment to stand against the Contractor unsatisfied for period of 60 days;
 - viii. Makes an assignment for the benefit of creditors without the consent of the Project Director;
 - ix. Disregards Regulatory Requirements of a public body having jurisdiction;
 - x. Violates in any substantial way any provision of the contract documents; or

- xi. For any cause whatsoever, fails to carry on the Work in an acceptable manner.

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

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

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

If the contract is terminated for default, the Contractor and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 3.08.h. (Delay Damages) of these General Conditions and Requirements of the RFP, and for the excess cost of completion, and all costs and expenses incurred by the Agency in completing the Work or arranging for completion of the Work, including, but not limited to, costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for proposals or proposals for completion, and other re-procurement costs. Following termination the Contractor is not entitled to receive any further balance of the amount to be paid under the contract until the Work is fully finished and accepted, at which time, if the unpaid balance exceeds the amount due the Agency and any amounts due to persons for whose benefit the Agency has withheld funds, such excess shall be paid by the Agency to the Contractor. If the

damages, costs, and expenses due the Agency exceed the unpaid balance, the Contractor and his Surety shall pay the difference.

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

- c. Rights or Remedies: After the Contractor's services have been terminated by the Agency, the termination will not affect any rights or remedies of the Agency against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Agency will not release the Contractor from liability.
- d. Convenience Termination: The performance of the Work may be terminated by the Agency in accordance with the paragraphs under 3.11 (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 3.10 (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 (15%), 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 (10%) 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 3.11 (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.

3.12 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 FOUR - Proposal Format and Content

4.01 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 (Bid Bond) to the Issuing Office by mailing or hand delivery to the address listed on Page 1 and in accordance with the instructions in sec. 120 (Proposal Submission, Delivery, and Acceptance) of this RFP.

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

4.02 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 Five (Evaluation Criteria) of this RFP in paragraphs **5.02 (Project Scheduling, Understanding and Methodology)**, **5.03 (Project Management Plan)**, and **5.04 (Experience and Qualifications)**.

Contractor Questionnaire and Subcontractor List:

Offeror's must fully complete and include the Contractor's Questionnaire provided in sec. **6.01 (Contractor Questionnaire)** and if applicable, the Subcontractor List provided in sec. **6.04 (Subcontractor List)**.

4.03 COST PROPOSAL REQUIREMENTS:

One (1) original hard copy of the COST PROPOSAL FORM in sec. **6.02 (Cost Proposal Form)**, an original copy of the BID BOND that meets the requirements shown in sec. **6.05 (Bid Bond)** and if applicable, one hard copy of the Alaska Preference Claim Form in sec. **6.03 (Alaska Product Preference Claim Form)** must be submitted in a separate sealed envelope marked COST PROPOSAL with the Offerors name and RFP number on the outside of the envelope per the instructions in sec. 1.20 (Proposal Delivery and Acceptance) of this RFP.

SECTION FIVE - Evaluation Criteria

5.01 EVALUATION PROCESS

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 methods and criteria described in this Section Five (Evaluation Criteria).

EVALUATION OF PROPOSALS:

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 Five (Evaluation Criteria).

If any scores are tied, the Offeror submitting the lowest Total Price Offer on the Cost Proposal Form after application of the 5% Bidders Preference, will prevail. If proposals are tied in scoring and in Total Price Offer, the Procurement Manager will conduct a coin flip with the Offeror's to break the tie.

Offerors shall not contact any member of the PEC but may contact the Procurement Manager.

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

In the first stage, 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 Five (Evaluation Criteria) results in a numerical score for each proposal. Each criterion in this Section Five (Evaluation Criteria) has an assigned number of points for this RFP which demonstrates its relative importance. The total of all points is 1000.

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 points awarded to each proposal.

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

The conditions, terms, or price of a proposal may be altered or otherwise changed during the course of the discussions, except that an alteration or other change must be within the scope of

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

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

EVALUATION CATEGORIES AND POINTS ASSIGNED:

5.02 PROJECT SCHEDULING, UNDERSTANDING AND METHODOLOGY

(Maximum Point Value for this Section – 300 Points [1000 Points x 30% = 300 Points])

Scale Rating 1 : 300 where 1=lowest and 300=highest

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

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

5.03 PROJECT MANAGEMENT PLAN

(Maximum Point Value for this Section – 150 Points [1000 Points x 15% = 150 Points])

Scale Rating 1 : 150 where 1=lowest and 150=highest

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.

5.04 EXPERIENCE AND QUALIFICATIONS

(Maximum Point Value for this Section – 150 Points [1000 Points x 15% = 150 Points])

Scale Rating 1 : 150 where 1=lowest and 150=highest

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. High-rise commercial building roof construction.
2. Mechanical and Electrical Subcontractors.
3. Identify any work that may require special coordination or disruption (such as utility disruptions, etc.).
4. Identify long lead times for materials and equipment that may affect the schedule.
5. 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.

5.05 COST PROPOSAL

(Maximum Point Value for this Section – 400 Points [1000 Points x 40% = 400 Points])

Converting Cost to Points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. If the legislative procurement procedures are applicable, all Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria after Technical Proposal points have been determined and calculated by the PEC.

Formula for Converting Cost to Points

$$([Price\ of\ Lowest\ Cost\ Proposal] \times [Maximum\ point\ for\ Cost]) \div (Cost\ of\ Each\ Higher\ Priced\ Proposal)$$

6.01 CONTRACTOR QUESTIONNAIRE

Project (RFP) Number: _____

Project (RFP) Name & Location: _____

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

☐ No

If yes, explain: _____

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

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

[illegible]

2. What percent of the total value of this contract do you intend to subcontract? _____

3. Do you propose to purchase any equipment for use on this project? ☐ Yes ☐ No

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

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

If yes, describe type and quantity: _____

5. Is your bid based on firm offers for all materials necessary for this project?

☐ Yes

☐ No

If No, please explain: _____

C. **EXPERIENCE**

1 Describe the most recent or current contract, its completion date, and scope of work:

2 List, as an attachment 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.

D. ON-SITE WORK SUPERINTENDENT

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

Name: _____

Local Address: _____

Contact Phone: _____

I hereby certify that the above statements are true and complete:

Name of Contractor

Signature

Date

Name and Title of Person Signing

6.02 COST PROPOSAL FORM

RFP Number: 651

RFP Title and Description: Alaska State Capitol Roof Replacement

OFFEROR

Company Submitting Proposal: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Email address: _____

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

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

COST PROPOSAL

The Offeror hereby provides the total price offer listed below in accordance with the RFP as the Total Proposed Contract Price for the Work outlined in RFP 651.

Total Proposed Contract Price to provide the Work necessary to complete the Alaska State Capitol Roof Replacement project:

\$ _____

By signature on this Proposal Form, Offerors certify that they comply with the following: (a) the laws of the State of Alaska; (b) the applicable portion of the Federal Civil Rights Act of 1964; (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (e) all terms and conditions set out in this RFP; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the offers will remain open and valid for at least 90 days from date of submission of offer to Agency; and (h) that programs, services, and activities provided to the general public under the resulting contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. If an Offeror fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

6.03 ALASKA PRODUCT PREFERENCE CLAIM FORM

ALASKA PRODUCT 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):

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.

Offeror Company Name

Authorized Person and Title (Print)

Authorized Signature

Date

6.04 SUBCONTRACTOR LIST

**STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
SUBCONTRACTOR LIST**
(First tier subcontractors only)

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

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

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

Check as applicable:

☐

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

or

☐

Subcontractor List is as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY

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

(authorized signature)

DATE

CONTRACTOR

PROJECT NAME

PROJECT NUMBER

**STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY**

BID BOND

(See Instructions on following page)

DATE BOND EXECUTED

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION

- ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP
☐ CORPORATION ☐ LIMITED PARTNERSHIP
☐ LIMITED LIABILITY CO. ☐ JOINT VENTURE
☐ LIMITED LIABILITY PARTNERSHIP
☐ OTHER _____

STATE OF INCORPORATION OR ORGANIZATION

SURETIES (Name and business address)

A.	B.	C.
----	----	----

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

Signature(s)	1.	2.	3.	Seal
	Name(s) & Titles (Typed)	1.	2.	

SURETIES

Surety A	Name		State of Organization	Liability Limit
				\$
	Signature(s)	1.	2.	Seal
Titles (Typed)	1.	2.		

BID BOND (continued)

SURETIES (Continued)				
Surety B	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	
Surety C	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	

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.

6.06 PERFORMANCE BOND

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number:

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on following page

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 Procurement Manager.
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. Please contact the Procurement Manager for a full size version of this form if needed.
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.

6.07 PAYMENT BOND

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PAYMENT BOND

Bond No. _____

For

PROJECT NAME AND NUMBER

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

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

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on following page

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 Procurement Manager.
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. Please contact the Procurement Manager for a full size version of this form if needed.
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.

6.08 PROPOSAL CHECKLIST

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

If an Offeror fails to submit the following items in its proposal, the Agency may consider the proposal non-responsive.

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



TO INCLUDE:

- ☐ Contractor Questionnaire (sec 6.01)
- ☐ Cost Proposal Form (sec 6.02)
- ☐ Alaska Product Preference Claim Form (sec 6.03), if applicable
- ☐ Bid Bond Form (sec 6.04)
- ☐ Subcontractor List Form (sec 6.05)
- ☐ A copy signed by the Offeror of each amendment issued by the Agency
- ☐ Technical Proposal with signed Cover Letter
- ☐ Alaska Business License information included within Technical Proposal Cover Letter
- ☐ Three Letters of Reference and Management or Supervisors resumes included with Technical Proposal
- ☐ Submission of Technical and Cost Proposals in separately sealed envelopes

A-1 Alaska State Capitol Re-Roof Work Specifications for RFP 651

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: Alaska State Capitol Roof Re-Roof.
- B. Project Location: Alaska State Capitol, Fourth 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. Serge Lesh, Building Manager/Project Director
Phone: 907-465-3708
Email: Serge.Lesh@akleg.gov

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

- 1. Architects Representative:

- a. Wayne Jensen, Project Manager

Phone: 907-586-1070
Email: wayne@jensenyorbalott.com

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1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Full tear off and removal, as shown, of existing roof pavers, EPDM membrane and rigid insulation down to existing adhered self adhered sheet underlayment (SASU) that is adhered over an existing concrete roof deck. Existing EPDM parapet wall flashings and copings to remain as shown. Work also includes removal of a large galvanized antenna base and antenna supports, limited electrical work and limited mechanical work in coordination with the membrane roof demolition and replacement. New work will consist of a mechanically fastened insulation base layer to the existing concrete roof deck, fully adhered upper layers of rigid insulation, cover board and roof membrane. Membrane to be 20 year warranty with 30 year seam cover strip detailing. Work also includes retrofit roof drains, walkway pads, limited electrical and limited mechanical work in coordination with the membrane roof demolition and replacement.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 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.

1.6 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

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

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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 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.

1.8 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)

END OF SECTION 011000

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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.
 - 2. RFIs.
 - 3. PDF Document Preparation.
- 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.

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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: Architect and 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.

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- 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.
- 1.5 PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
- 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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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.
 - 2. Daily construction reports.
 - 3. Site condition reports.

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.

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- B. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

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

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Count of personnel at Project site.
 - 3. Equipment at Project site.
 - 4. Material deliveries.
 - 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 6. Meetings and significant decisions.
 - 7. Unusual events.
 - 8. Stoppages, delays, shortages, and losses.
 - 9. Change Orders received and implemented.
 - 10. Services connected and disconnected.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

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.

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- B. Distribution: Distribute copies of approved schedule to Project Director and Architect, separate contractors, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

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 the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Format: Arrange the following information in a tabular format:

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- a. Scheduled date for first submittal.
- b. Specification Section number and title.
- c. Submittal category: Action; informational.
- d. Name of subcontractor.
- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.
- g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD.
 - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

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4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where previously agreed submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.

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- c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Related physical samples submitted directly.
 - k. Indication of full or partial submittal.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Architect will retain up to four copies of paper submittals, additional submittals will be returned.

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3. Informational Submittals: Submit four paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before or concurrent with Samples.
 5. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Architect will retain up to four copies of paper submittals, additional submittals will be returned.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches (215 by 280 mm)**, but no larger than **30 by 42 inches (750 by 1067 mm)**.
 3. Submit Shop Drawings in the following format:

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- a. PDF electronic file.
 - b. Opaque (bond) copies of each submittal. Architect will retain four copies and return the remaining copy(ies).
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

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- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

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- P. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

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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.

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

1.3 ABBREVIATIONS AND ACRONYMS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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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".

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.

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- 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. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, landscaping and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. 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."
- D. 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.
- E. 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.
- F. 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.

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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.

END OF SECTION 015000

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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.

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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.

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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.

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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 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.

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2.2 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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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.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

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.

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1. Examine walls, 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.

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3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of Work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

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b. Restore damaged pipe covering to its original condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed.

3.5 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.

3.6 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.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

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3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 017300

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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".
 - 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.

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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 Owner 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.

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PART 2 - PRODUCTS

2.1 PERFORMANCE 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 Owner.
 - 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.

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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."
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during flame-cutting operations.
- B. 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.
- C. Reuse of Building Elements: Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- D. 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.
- E. 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.
- F. 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.

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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.

END OF SECTION 024119

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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.
 - 3. Plywood Sheathing.

- B. Related Requirements:

- 1. Section 017300 "Execution".
 - 2. Section 024119 "Selective Demolition".
 - 3. Section 070150.19 "Preparation for Re-roofing".
 - 4. Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater size but less than 5 inches nominal (114 mm actual) size in least dimension.
- C. 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.

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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: AWP A 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.

LUMBER FRAMING

- A. Other Framing: No. 2 grade of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Douglas fir-larch; WCLIB or WWPA.
 - 3. Hem-fir; WCLIB or WWPA.
 - 4. Douglas fir-larch (north); NLGA.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Hem-fir; WCLIB or WWPA.
 - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 4. Western woods; WCLIB or WWPA.
 - 5. Northern species; NLGA.
 - 6. Eastern softwoods; NeLMA.

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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 Plywood Sheathing: DOC PS 1, Exposure 1, Structural I sheathing.

- 1. Span Rating: Not less than 32/16.
- 2. Nominal Thickness: 3/4 inch (19 mm).
- 3. Grade: CC

2.6 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

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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 AWP A 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.
- 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.

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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.
- B. 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

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SECTION 070150.19 - PREPARATION FOR REROOFING

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. Tear-off of roof areas indicated.
- 2. Removal of base flashings.

- B. Related Requirements:

- 1. Section 011000 "Summary".
- 2. Section 061053 "Miscellaneous rough carpentry".
- 3. Section 075323 "Ethylene propylene diene monomer (EPDM) roofing".

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

- B. Roof Tear-Off:

- 1. Removal of existing ballasted roofing system down to existing self adhered sheet underlayment (SASU) over concrete deck.
- 2. Partial removal of existing EPDM base flashings down to existing substrate.

1.4 QUALITY ASSURANCE

- A. Reroofing Conference: Conduct conference at Project site.

- 1. Meet with Owner; Architect; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing.
- 2. Review methods and procedures related to roofing system tear-off and replacement, including, but not limited to, the following:
 - a. Reroofing preparation, including roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system components that are to remain.

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- c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
- d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
- e. Existing roof deck conditions requiring notification of Project Manager or Architect of Record.
- f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
- g. Structural loading limitations of roof deck during reroofing.
- h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
- i. HVAC shutdown and sealing of air intakes.
- j. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
- k. Governing regulations and requirements for insurance and certificates if applicable.
- l. Existing conditions that may require notification of Project Manager or Architect of Record before proceeding.

1.5 FIELD CONDITIONS

- A. Existing Roofing System: Ballasted insulated EPDM roof assemblies over a self adhered sheet underlayment (SASU) over a concrete deck.
- B. Owner will occupy building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not block access to apparatus bays without prior written approval by Owner.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
 - 1. Construction Drawings for existing roofing system are provided for Contractor's convenience and information, but are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Limit construction loads on roof to 40 pounds per square foot.

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- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are Contractor's responsibilities.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Shut off rooftop utilities and service piping before beginning the Work.
- B. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Architect of any blockages or restrictions.
- C. Protect existing roofing system that is not to be reroofed.
 - 1. Loosely lay 1-inch- minimum thick, expanded polystyrene (EPS) insulation over existing roofing to remain where roofing activities may affect it. Loosely lay 15/32-inch plywood or OSB panels over EPS. Extend EPS past edges of plywood or OSB panels a minimum of 1 inch. Ballast roofing protection with sandbags to prevent wind uplift or displacement.
 - 2. Limit traffic and material storage to areas of existing roofing that have been protected.
 - 3. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain. Such materials include: reinforced tent material of size and configuration to protect work areas; ropes of sufficient length and quantity to retain tent. Fans of sufficient number and capacity to maintain air supported tent in up to 25 mph wind.
- F. Maintain a security watch on roof during inclement weather when the building is not secure from the elements.
- G. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs

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specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Roof Tear-Off: Where indicated, remove existing roofing and other roofing system components down to bare existing self adhered sheet underlayment (SASU).
 1. Remove existing Inverted Roof Membrane Assembly (IRMA).
 2. Remove existing ballast pavers.
 3. Remove existing rigid insulation.
 4. Remove existing EPDM membrane.
 5. Protect existing mechanical curbs to remain, where occur.
 6. Protect existing parapet wall EPDM membrane base flashings.
 7. Protect existing parapet copings and siding to remain. Remove and re-install nailers as required for re-installation of copings and roof mounted equipment.
 8. SASU and firmly bonded to concrete decks are to remain if SASU's are dry. Remove unadhered SASU, and wet SASU's and notify Owner & Architect.
 9. Remove any fasteners from concrete deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Project Manager or Architect of Record. Do not proceed with installation until directed by Project Manager or Architect of Record.
- C. Broom clean existing substrate.
- D. Verify that existing substrate is dry before proceeding with installation.

3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, inspect and repair roof deck and SASU if needed. See 075323.
- B. Install new roofing over tear-off area, See 075323. Do not remove more roofing than can be replaced in a single day.

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3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings as shown. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- C. Inspect existing sheathing, wood blocking, curbs, nailers and concrete for deterioration and damage. If sheathing, wood blocking, curbs, nailers or concrete have deteriorated, replace with materials to match existing.

3.6 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

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SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
2. Roof insulation.
3. Cover board.
4. Walkways.
5. Roof Drain.

- B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 076200 "Sheet Metal Flashing and Trim".

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Roofing Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing 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. Examine deck substrate conditions and finishes, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.

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8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
 1. Layout and thickness of insulation.
 2. Base flashings and membrane terminations.
 3. Flashing details at penetrations.
 4. Roof plan showing orientation of concrete roof deck, roof membrane, fastening spacings and patterns for mechanically fastened roofing system base layer, and adhesive spacings and patterns for adhered layers of the roofing system.
- C. Samples for Verification: For the following products:
 1. Roof membrane and flashings of color required.
 2. Insulation.
 3. Cover board.
 4. Walkway pads or rolls, of color required.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.
- E. Warranty Inspection Requirement:
 1. Notify Owner and Architect minimum 24 hours prior to Manufacturer's warranty walkthrough inspection.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in Part 2.1 "Performance Requirements" Article.
 - a. Submit evidence of complying with performance requirements.
 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

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- C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field quality-control reports, to include photo log of roof deck conditions at the start of daily work.
- F. Sample Warranties: For manufacturer's special warranties and Contractors Special Projects Warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.
- C. Special Warranty and Special Projects Warranty documentation.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed listed in FM Approvals' RoofNav, or, listed in SPRI's Directory of Roof Assemblies (DORA) for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
 - 1. Installer must submit evidence that they have installed at least 5 roof membranes identical to that specified in the previous 10 years.
- C. Source Limitations: Obtain components for membrane roofing system from and approved by roofing membrane manufacturer.
- D. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.

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1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes no dollar limit to roof membrane, base flashings, roof insulation, fasteners, cover boards, and other components of roofing system.
 - 2. Warranty Period: 20 years from Date of Substantial Completion.
 - a. See Part 2.1 General Performance Requirements for 30 year watertight membrane installation requirements.
 - 3. Include coverage for damage to membrane roofing system for peak gust wind speed of 120 mph measured at 10 meters from ground level and wind pressures up to the design values indicated in Part 2.1 Roof Design Criteria.
 - 4. Coverage to be extended to include accidental punctures in accordance with terms stated in the Warranty document.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:

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1. Warranty Period: Two years from Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance:

1. Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
 - a. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 - b. Impact Resistance: Roof membrane shall resist impact damage when tested according to the Resistance to Foot Traffic Test in FM Approvals 4470.
2. Install watertight membrane to meet 30 year warranty requirements while providing the 20 year warranty specified in Part 1.11.A.2 Special Warranty.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Roof Design Criteria:

1. Basic Wind Speed at site is 127 mph (Ultimate speed) exposure C, Structural Risk Factor II. Within 6 feet of the roof corners, each way, 121 psf ultimate uplift. Within 6 feet of edges and ridges, 78 psf ultimate uplift. Interior zones not included in edge or corner zones 44 psf ultimate uplift. Allowable stress loads will be 0.6 times the amounts above listed. The static ultimate design pressure $q_u = 43.2$ psf.

D. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

A. EPDM Sheet: ASTM D4637/D4637M, Type II, scrim or fabric internally reinforced, EPDM sheet.

1. Acceptable Manufacturers include:

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- a. Carlisle SynTec Incorporated
 - b. Firestone Building Products
 - c. John Manville
- B. Basis of Design: Provided by Carlisle SynTec Incorporated, PO Box 7000, Carlisle, PA 17013, 800-453-2554 – ext. 6958, www.carlisle-syntec.com. Manufacturer's Representative – Harper Winn – Todd@harperwinn.com 253-219-9022 or charlie@harperwinn.com 206-619-0163.
 1. Basis of design Product: Sure-Tough EPDM Membrane.
 - a. Thickness: **75 mils** mils, nominal.
 - b. Exposed Face Color: Black.
 2. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard EPDM sheet flashing of same material, type, reinforcement, partially cured or cured, according to application.
- C. Pipe Flashings: Field formed with sheet flashings recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard, solvent based.
- E. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch- wide minimum, butyl splice tape with release film.
- F. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- G. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- H. Sure Seal Pressure Sensitive Elastoform uncured Membrane. Manufacturers standard flashing strip.
- I. Membrane Primer – HP-250: Manufacturers membrane primer.
- J. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- K. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.

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- L. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.4 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured by EPDM roof membrane manufacturer, approved for use in FM Approvals' RoofNav-listed roof assemblies.

- B. Mechanically Attached Insulation Base Layer:

- 1. Material:

- a. Polyisocyanurate (Polyiso) rigid, foam insulation board: meeting ASTM C1289-14, Type II Class 1 Grade 3, constant thickness base layer, square edge.

- 1) Size: 48 by 96 inches (1219 by 2438 mm).
 - 2) Thickness:

- a) Base Layer: 2".

- C. Adhered Insulation Upper Layers:

- 1. Material:

- a. Expanded polystyrene (EPS) insulation board: rigid foam insulation meeting ASTM C578, Type II, Density 1.5 lbs, min, nominal, constant thickness base layer, square edge.

- 1) Size: 48 by 96 inches (1219 by 2438 mm).
 - 2) Thickness: 4" (101.6 mm).

2.5 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.

- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer.

- 1. Two-component urethane. – Flexible Fast Adhesive.

- D. Cover Board:

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ASTM C1289 Type II, Class IV, Grade 1, Polymer-Bonded Glass Fiber Mat Facers on Both Sides, 1/2" SecureShield HD Plus Polyiso, or ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum board, 5/8" Dens Deck Prime; or equal.

1. Surface Finish: Factory primed.

2.6 ROOF DRAINS

A. Retrofit Roof Drain:

1. Basis-of-Design:
 - a. Factory-formed roof drain insert.
 - b. Self-flanging, aluminum, for securing to roof deck and blocking. With mechanically sealing drain leader closure. Provide with cast aluminum strainer dome. "OMG Roofing Products - Gutter RetroDrain" roof drain. OMGroofing.com
 - c. Size: Coordinate with existing roof drain pipe leader diameter.
 - d. Drain Stem: Coordinate drain stem with existing conditions. Extend or reduce existing roof drain piping as required to suit conditions.

2.7 WALKWAYS

- ### A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately .375 inch thick and acceptable to roofing system manufacturer.
1. Size: Approximately 30 by 30 inches
 2. Color: Black.

PART 3 - EXECUTION

3.1 EXAMINATION

- #### A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 3. Verify that concrete substrate and vapor barrier to remain are visibly dry and free of moisture.
 4. Verify that any damaged sections of decks have been repaired or replaced.
 5. Verify drains are free flowing.
- #### B. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie in to existing roofing wall flashing to maintain weathertightness of transition and to not void warranty for existing roofing system.

3.4 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Concrete Decks:
 - 1. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows end joints staggered not less than 12 inches in adjacent rows.
 - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - c. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water flow is unrestricted.
 - d. Fill gaps exceeding 1/4 inch with insulation.
 - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - f. Loosely lay base layer of insulation units over substrate.
 - g. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to concrete decks.

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- 1) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
 - 2) Pre-drill holes for fasteners, as required.
2. Install upper layers of insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.
 - a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
 - b. Install with long joints continuous and with end joints staggered not less than 12 inches in adjacent rows.
 - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water is unrestricted.
 - f. Fill gaps exceeding 1/4 inch with insulation.
 - g. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - h. Loosely lay each layer of insulation units over substrate.
 - i. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive to achieve full coverage, firmly pressing and maintaining insulation in place.

3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 2. At internal roof drains, conform to slope of drain sump.
 - a. Trim cover board so that water flow is unrestricted.
 3. Cut and fit cover board tight to nailers, projections, and penetrations.
 4. Adhere cover board to substrate using adhesive according to FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - a. Set cover board in ribbons of bead-applied insulation adhesive to achieve full coverage, firmly pressing and maintaining insulation in place.

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3.6 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Seams:
 - 1. Side Laps / End Laps: Tape splices must be a minimum of 2-1/2" wide using 3" wide factory-applied Pressure Sensitive seam tape or 6" wide field applied seam tape when factory applied tape cannot be used.
 - 2. Splice Intersections: 'T'-Joints are to be flashed with a bead of lap sealant and 6"x6" minimum (black) or 7"x9" Pressure-Sensitive 'T'-Joint Cover, (for membranes of maximum thickness of 75 mil).
 - 3. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
 - a. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - b. Apply lap sealant and seal exposed edges of roofing terminations.
 - 4. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
 - a. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - b. Apply lap sealant and seal exposed edges of roofing terminations.
- I. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.7 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

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- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.8 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
 - 1. Install flexible walkways at the following locations:
 - a. Locations indicated on Drawings.
 - b. As required by roof membrane manufacturer's warranty requirements.
 - 2. Provide 6-inch clearance between adjoining pads.
 - 3. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

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- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: **<Insert name of Owner>**.
2. Address: **<Insert address>**.
3. Building Name/Type: **<Insert information>**.
4. Address: **<Insert address>**.
5. Area of Work: **<Insert information>**.
6. Acceptance Date: _____.
7. Warranty Period: **<Insert time>**.
8. Expiration Date: _____.

- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

- D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding **120 mph**;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

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3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 075323

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SECTION 076200 - SHEET METAL FLASHING AND TRIM

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. Formed sheet metal fabrications.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry".
 - 2. Section 075323 "ethylene-propylene-diene-terpolymer (EPDM) roofing system".

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
 - 3. Review requirements for insurance and certificates if applicable.
 - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each of the following
 - 1. Sealants.

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B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of edge conditions, including eaves, ridges, valleys, rakes, flashings.
8. Include details of special conditions.

1.6 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

B. Preinstallation Conference: Conduct conference at Project site.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
2. Protect stored sheet metal flashing and trim from contact with water.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

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1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with 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. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Provide zinc-coated (galvanized) steel sheet in accordance with ASTM A653/A653M, G90 coating designation or aluminum-zinc alloy-coated steel sheet in accordance with ASTM A792/A792M, Class AZ50 coating designation, Grade 40; prepainted by coil-coating process to comply with ASTM A755/A755M.
 1. Surface: Smooth, flat.
 2. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (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 for seacoast and severe environments.
 3. Color: As selected by Architect from manufacturer's full range.
 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

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- a. spray in two coats per manufacturer's written instructions to total thickness of 1 mil.

2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 2. Fasteners for Zinc-Coated (Galvanized) Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329.
 3. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
- C. Sealant:
 1. Metal Flashings and Trim, as required by joint type and manufacturers recommendation.
 - a. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
 - b. Silicone Sealant, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
 - c. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

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2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

1. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

F. Do not use graphite pencils to mark metal surfaces.

2.5 ROOF SHEET METAL FABRICATIONS

A. Reglet Flashings: Fabricate from the following materials:

1. Galvanized Steel: **0.026 inch** (0.60 mm) – (24 gauge).
2. Aluminum-Zinc Alloy-Coated Steel: **0.026 inch** (0.60 mm) – (24 gauge).

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 - 1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 2. Install sheet metal flashing and trim true to line, levels, and slopes.
 - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 - 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 - 8. Do not field cut sheet metal flashing and trim by torch.
 - 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

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1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in where necessary for strength.

3.3 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.4 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.

3.5 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

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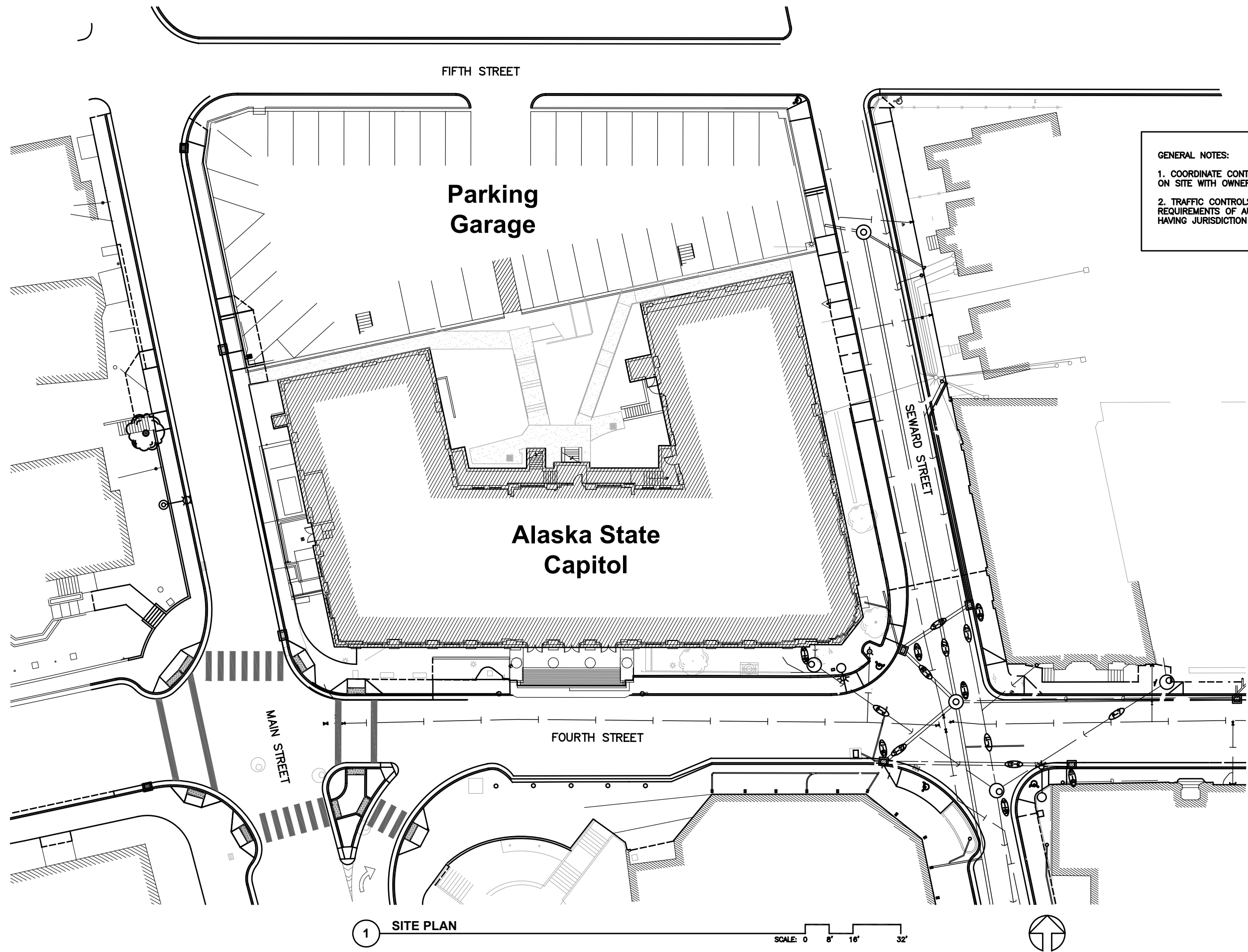
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

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SHEET	WD	WOOD	APPROX	APPROXIMATE	EXT	EXTERIOR	MECH	MECHANICAL	SCD	SEAT COVER DISPENSER	WP	WATERPROOF	ARCH	ARCHITECTURAL			MEMB	MEMBRANE	SCHED	SCHEDULE	WR	WASTE RECEPTACLE	ASB	ASBESTOS	FA	FIRE ALARM	MFR	MANUFACTURER	SF	SQUARE FOOT	WSC	WAINSCOT			FD	FLOOR DRAIN	MH	MANHOLE	SFRM	SPRAYED FIRE-RESISTIVE MATERIAL	WT	WEIGHT	BD	BOARD	FDN	FOUNDATION	MIN	MINIMUM			WWF	WELDED WIRE FABRIC	BLDG	BUILDING	FEC	FIRE EXTINGUISHER CABINET	MISC	MISCELLANEOUS	SHR	SHOWER			BLKG	BLOCKING	FF	FINISH FLOOR	MTD	MOUNTED	SHTH	SHEATHING			BM	BEAM	FHC	FIRE HOSE CABINET	MTL	METAL	SIM	SIMILAR			BOT	BOTTOM	FIN	FINISH	MUL	MULLION	SND	SANITARY NAPKIN DISPENSER					FLASH	FLASHING			SNR	SANITARY NAPKIN RECEPTACLE			CAB	CABINET	FLR	FLOOR	NIC	NOT IN CONTRACT	SPEC	SPECIFICATIONS			CB	CATCH BASIN	FOC	FACE OF CONCRETE/CURB	NO OR #	NUMBER	SQ	SQUARE			CEM	CEMENT	FOF	FACE OF FINISH	NOM	NOMINAL	SQFT	SQUARE FOOT			CG	CORNER GUARD	FOS	FACE OF STUD	NTS	NOT TO SCALE	SQYD	SQUARE YARD			CI	CAST IRON	FRP	(GLASS) FIBER REINFORCED			SS	STAINLESS STEEL			CLG	CEILING		PLASTIC	OA	OVERALL	STA	STATION			COL	COLUMN	FR	FIRE RETARDANT	OC	ON CENTER	STC	SOUND TRANSMISSION CLASS			CONC	CONCRETE	FT	FOOT OR FEET	OD	OUTSIDE DIAMETER	STD	STANDARD			CONT	CONTINUOUS	FTG	FOOTING	OFCI	OWNER FURNISHED	STL	STEEL			CTR	CENTER	FURR	FURRING		CONTRACTOR INSTALLED	STOR	STORAGE			CTSK	COUNTERSUNK			OFOI	OWNER FURNISHED	STRUCT	STRUCTURAL					GA	GAUGE		OWNER INSTALLED	SUSP	SUSPENDED			DBL	DOUBLE	GALV	GALVANIZED	OFD	OVERFLOW DRAIN	SY	SQUARE YARD			DEPT	DEPARTMENT	GB	GRAB BAR	OFF	OFFICE					DF	DRINKING FOUNTAIN	GL	GLASS	OPNG	OPENING	TB	TOWEL BAR			DET	DETAIL	GWB	GYP SUM WALL BOARD	OPP	OPPOSITE	TC	TOP OF CURB			DIA	DIAMETER	GYP	GYP SUM	OSB	ORIENTED STRAND BOARD	TEL	TELEPHONE			DIM	DIMENSION					TEMP	TEMPORARY			DISP	DISPENSER	HB	HOSE BIBB	PL	PLATE	T&G	TONGUE & GROOVE			DN	DOWN	HDWD	HARDWOOD	PLAM	PLASTIC LAMINATE	TOC	TOP OF CONCRETE			DR	DOOR	HM	HOLLOW METAL	PLAS	PLASTER	TOD	TOP OF DECK			DS	DOWNSPOUT	HORIZ	HORIZONTAL	PC	PRE-CAST	TPD	TOILET PAPER DISPENSER			DWG	DRAWING	HR	HOUR	PF	PRE-FINISHED	TRD	TREAD			DWR	DRAWER	HT	HEIGHT	PR	PAIR	TRTD	PRESSURE TREATED					HW	HOT WATER	PWD	PLYWOOD	TOW	TOP OF WALL									TYP	TYPICAL			EA	EACH									EF	EXHAUST FAN	ID	INSIDE DIAMETER	R	RISER					EFIS	EXTERIOR INSULATION & FINISH SYSTEM	INSUL	INSULATION	RAD	RADIUS							INT	INTERIOR	RD	ROOF DRAIN					EJ	EXPANSION JOINT			REF	REFERENCE					EL	ELEVATION	JAN	JANITOR	REFR	REFRIGERATOR	UL	UNDERWRITERS LABORATORIES			ELEC	ELECTRICAL	JT	JOINT	REINF	REINFORCED	UNF	UNFINISHED									UON	UNLESS OTHERWISE NOTED			DETAIL REFERENCE XX XXXX DETAIL NUMBER SHEET NUMBER COLUMN GRID LINE A GRID NUMBER KEY NOTE XX KEY NOTE NUMBER DEMO KEY SYM XX DEMO NOTE NUMBER REV SYM A REVISION NOTE NUMBER ROOM TITLE ROOM NAME 1 ROOM NAME 2 ROOM NUMBER ROOM NAME ROOM NUMBER EXISTING TO REMAIN 84B DOOR NUMBER (WHERE INDICATED) EXISTING RELITE/WINDOW NEW CONSTRUCTION 180A 180C DOOR NUMBER RELITE/WINDOW NUMBER EXISTING TO REMOVE DOOR TO REMOVE RELITE/WINDOW TO REMOVE WALL TO REMOVE		1. PLUMBING; EXTEND EXISTING MECHANICAL AS REQUIRED TO COMPLETE WORK. MECHANICAL TO BE INSTALLED IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE, DEC AND NFPA AS ADOPTED BY THE SATE OF ALASKA, AND LOCAL REQUIREMENTS. COORDINATE WORK WITH BUILDING OCCUPANTS. 2. EXISTING ROOF VENTS TO REMAIN, VERIFY SIZE ON SITE AND EXTEND USING HEAVY DUTY COUPLING AND CAST-IRON PIPING TO 12" ABOVE FINISHED ROOF DECK. 3. ROOF DRAIN INSERTS CONNECT TO EXISTING ROOF LEADER PIPING WITH WATER-TIGHT SEAL. 4. ELECTRICAL; TEMPORARILY SUPPORT ELECTRICAL AS REQUIRED TO COMPLETE WORK. ALL WORK TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE STATE OF ALASKA, AND LOCAL REQUIREMENTS. COORDINATE WORK WITH BUILDING OCCUPANTS. STATE OF ALASKA WAYNE K. JENSEN REGISTERED PROFESSIONAL ARCHITECT NO. 1400 Jensen Yorba Wall Inc. 522 West 10th Street Juneau, Alaska 99801 907.586.1070 AECC137 jensenyorbawall.com FILE: 21040 A001
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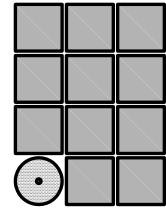
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GENERAL NOTES:

1. COORDINATE CONTRACTOR STAGING ON SITE WITH OWNER

2. TRAFFIC CONTROLS: COMPLY WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION



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STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY
ALASKA STATE CAPITOL

ROOF RE-ROOF
Juneau, Alaska

REVISIONS	
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SHEET TITLE	
SITE PLAN	
DATE: DECEMBER 10, 2021	
FILE: 21040	

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A-2 Alaska State Capitol Re-Roof Construction Drawings for RFP 651

DEMOLITION KEY NOTES:

- 1

REMOVE MEMBRANE ROOFING ASSEMBLY DOWN TO EXISTING ADHERED SELF ADHERED SHEET UNDERLAYMENT, SEE 1/AD801
- 2

REMOVE ROOF DRAIN INSERTS, SEE 4/AD801
A. CLEAN BY GRINDING AND WIRE WHEEL THE EXISTING DRAIN BOWL DOWN TO BARE METAL.
B. CLEAN AND REMOVE BY GRINDING AND WIRE WHEEL THE EXISTING ROOF LEADER PIPE DOWN TO BARE METAL AS REQUIRED FOR PREPARATION FOR RETROFIT ROOF DRAIN INSERT
- 3

REMOVE GALV COMMUNICATIONS TOWER, CUT AND REMOVE GALV SUPPORTS AT CONCRETE ROOF DECK
- 4

REMOVE, CUT AND CAP ABS CONDUIT AT CONC ROOF DECK
- 5

REMOVE GALV CONDUIT AND WOOD SLEEPERS
- 6

REMOVE & SALVAGE HOOD AND DUCT AS REQUIRED
- 7

EXISTING VTR, EXTEND 12" MIN ABOVE FINISHED ROOFING MEMBRANE
- 8

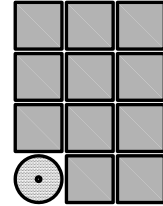
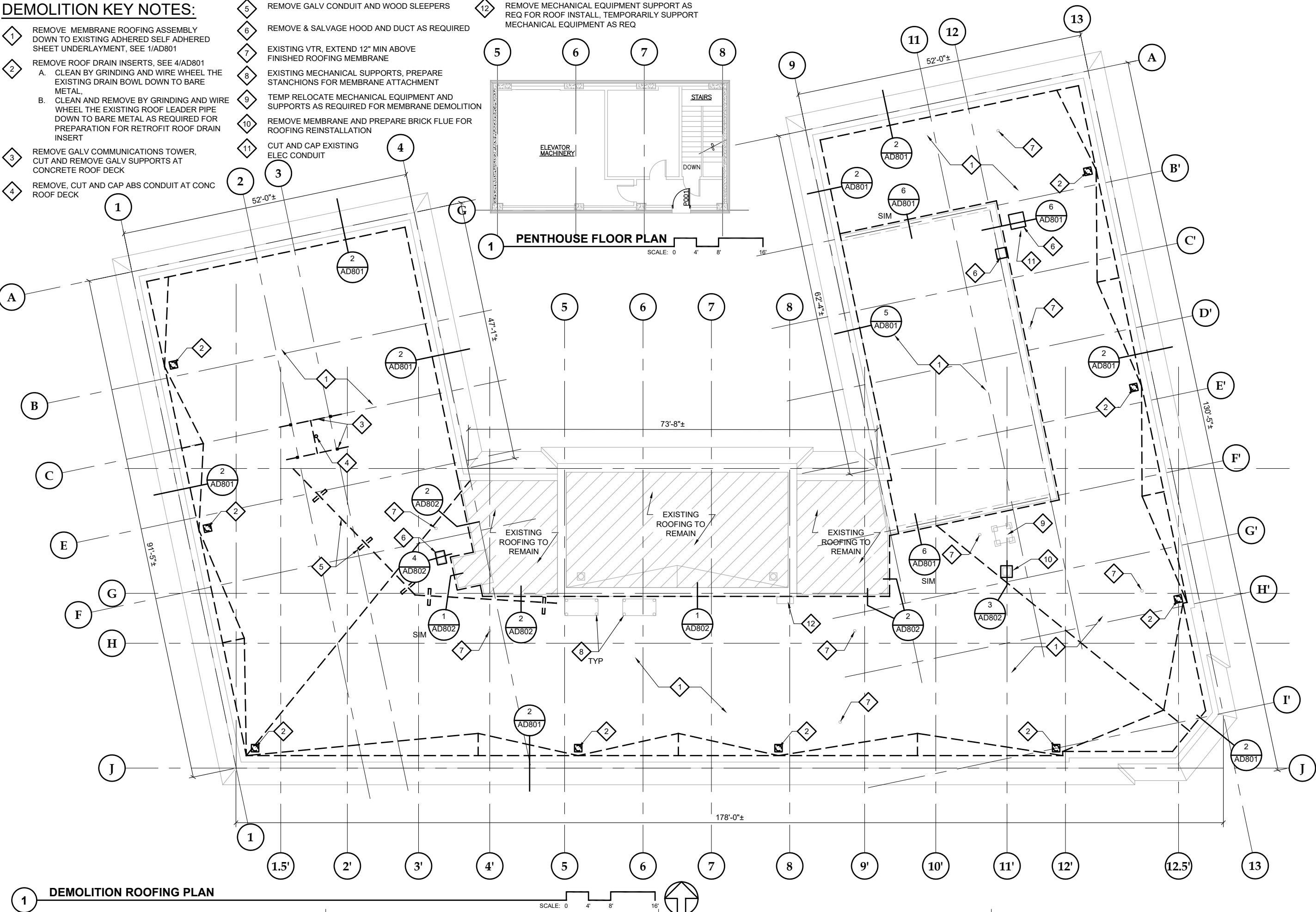
EXISTING MECHANICAL SUPPORTS, PREPARE STANCHIONS FOR MEMBRANE ATTACHMENT
- 9

TEMP RELOCATE MECHANICAL EQUIPMENT AND SUPPORTS AS REQUIRED FOR MEMBRANE DEMOLITION
- 10

REMOVE MEMBRANE AND PREPARE BRICK FLUE FOR ROOFING REINSTALLATION
- 11

CUT AND CAP EXISTING ELEC CONDUIT
- 12

REMOVE MECHANICAL EQUIPMENT SUPPORT AS REQ FOR ROOF INSTALL, TEMPORARILY SUPPORT MECHANICAL EQUIPMENT AS REQ



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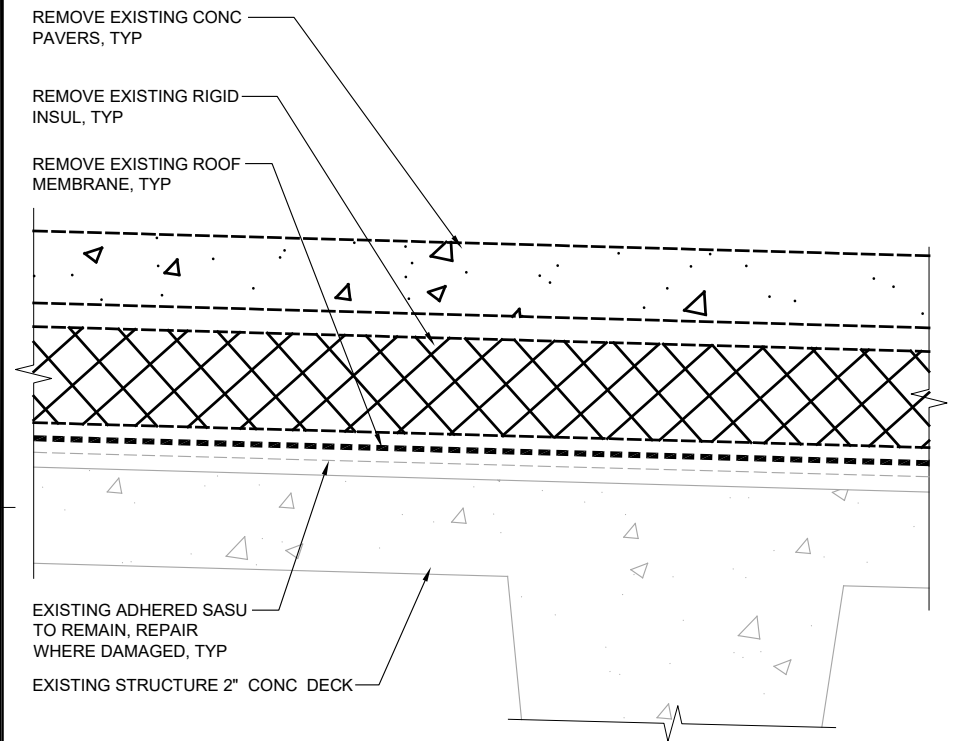
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ROOFING PLAN**

DATE: DECEMBER 10, 2021
FILE: 21040

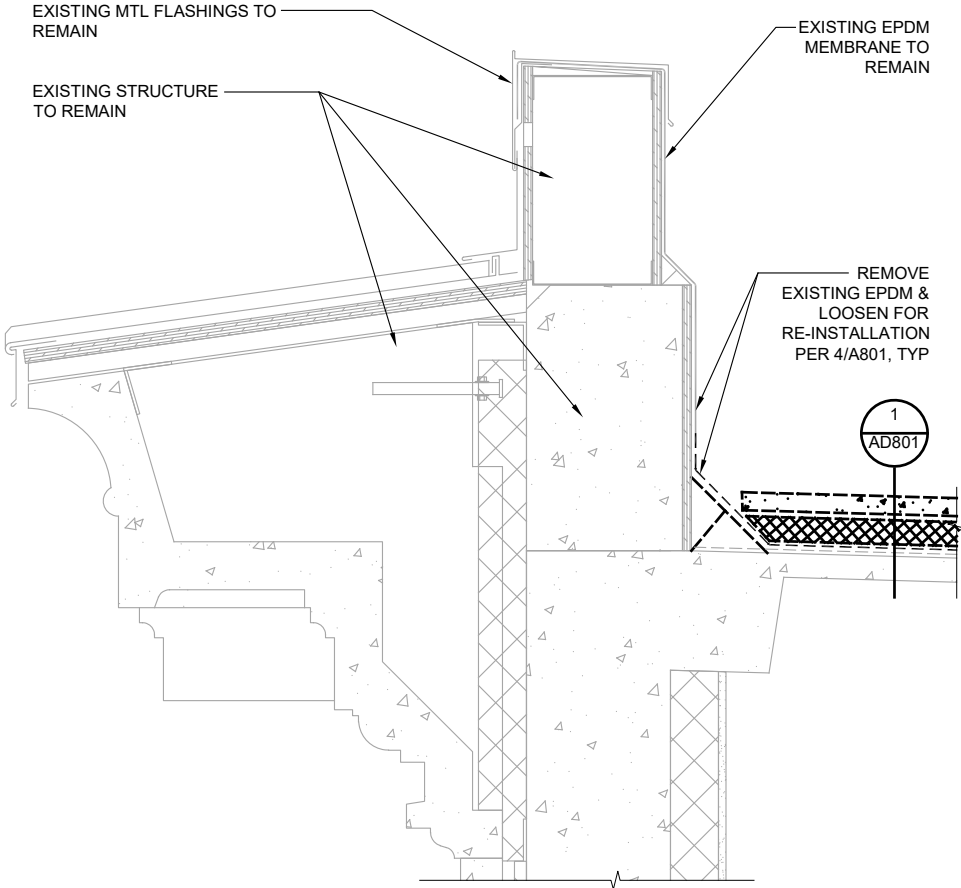
AD201

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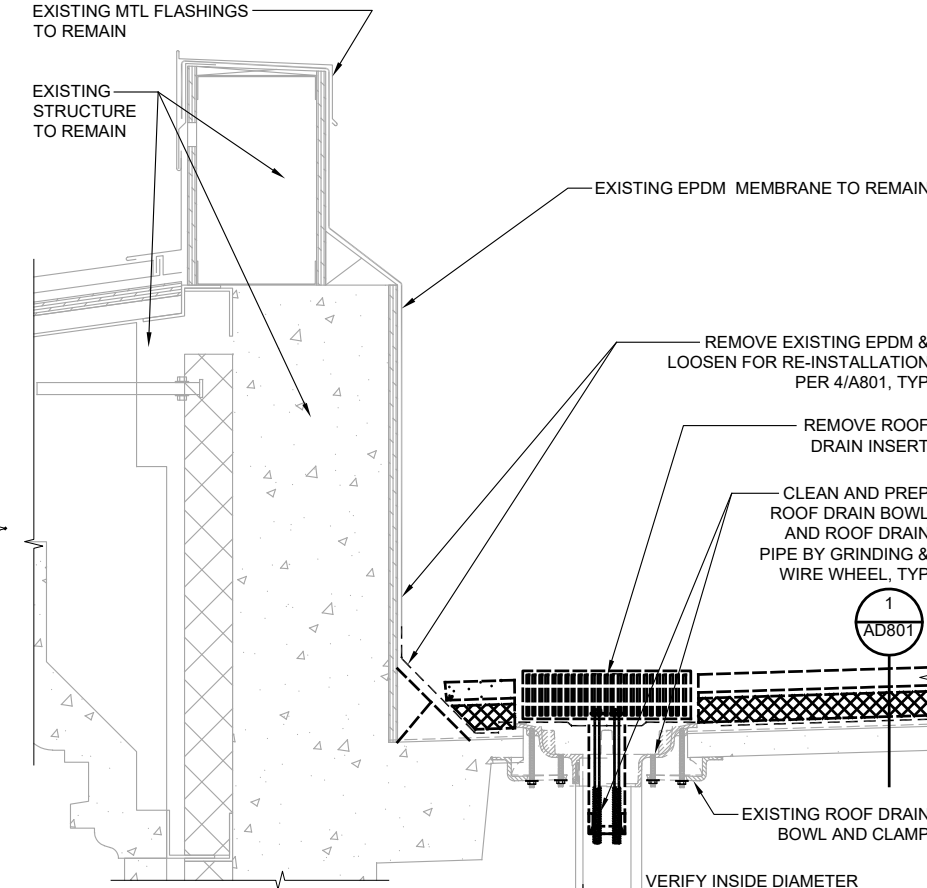
A-2 Alaska State Capitol Re-Roof Construction Drawings for RFP 651



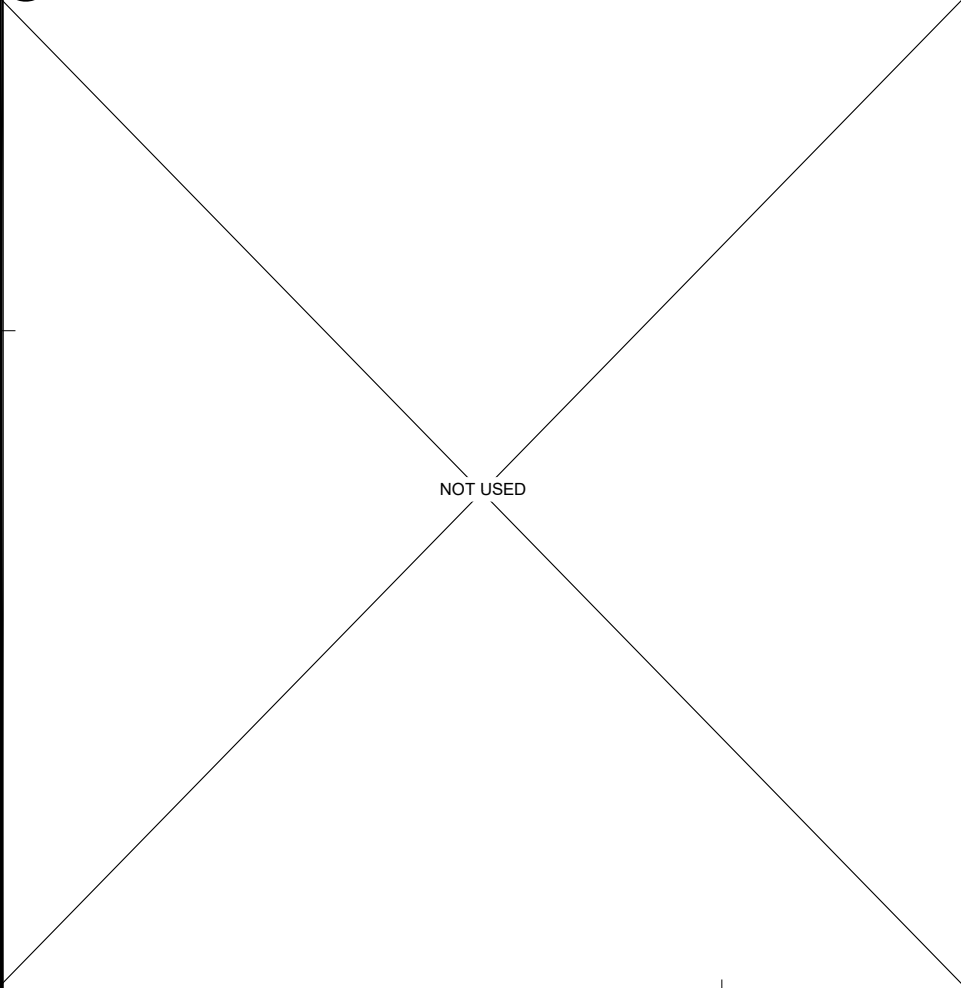
1 ROOF ASSEMBLY DEMO, TYP
21040 - X_AD801-1
SCALE: 0 3" 6"



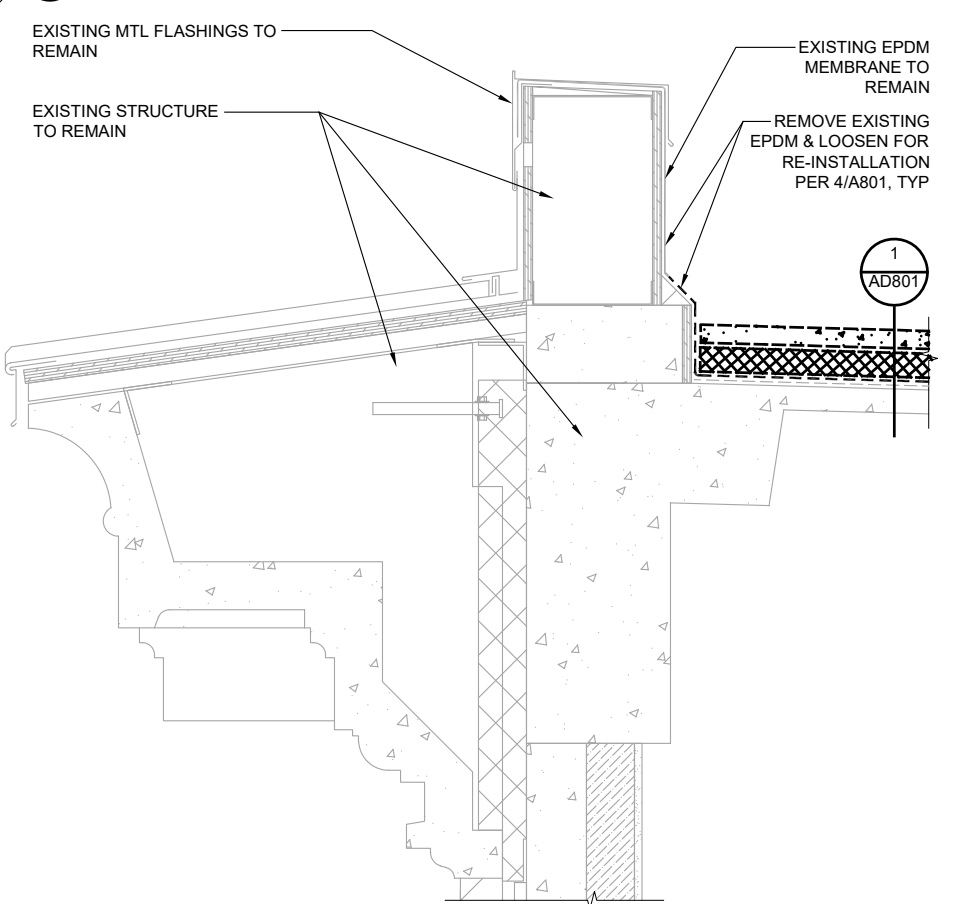
2 DEMO ROOF DETAIL
21040 - X_AD801-2
SCALE: 0 6" 1' 2'



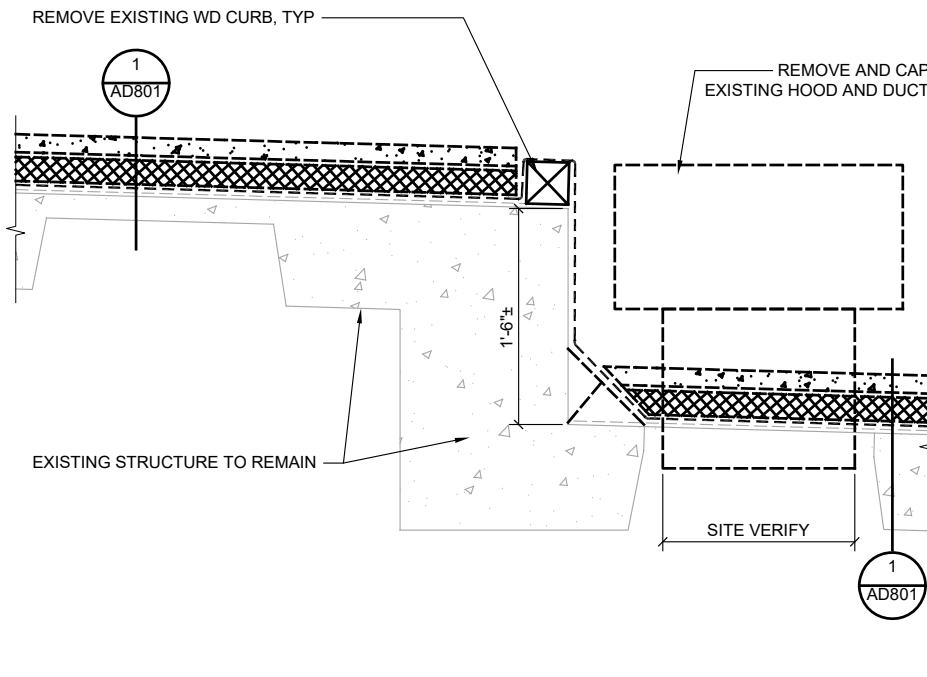
3 ROOF DRAIN INSERT DEMO
21040 - X_AD801-3
SCALE: 0 6" 1' 2'



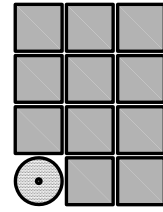
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5 DEMO ROOF DETAIL
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SCALE: 0 6" 1' 2'

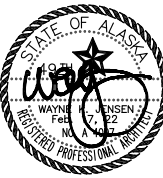


6 DEMO ROOF TRANSITION DETAIL
21040 - X_AD801-6
SCALE: 0 6" 1' 2'



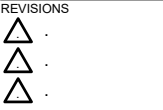
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Juneau, Alaska

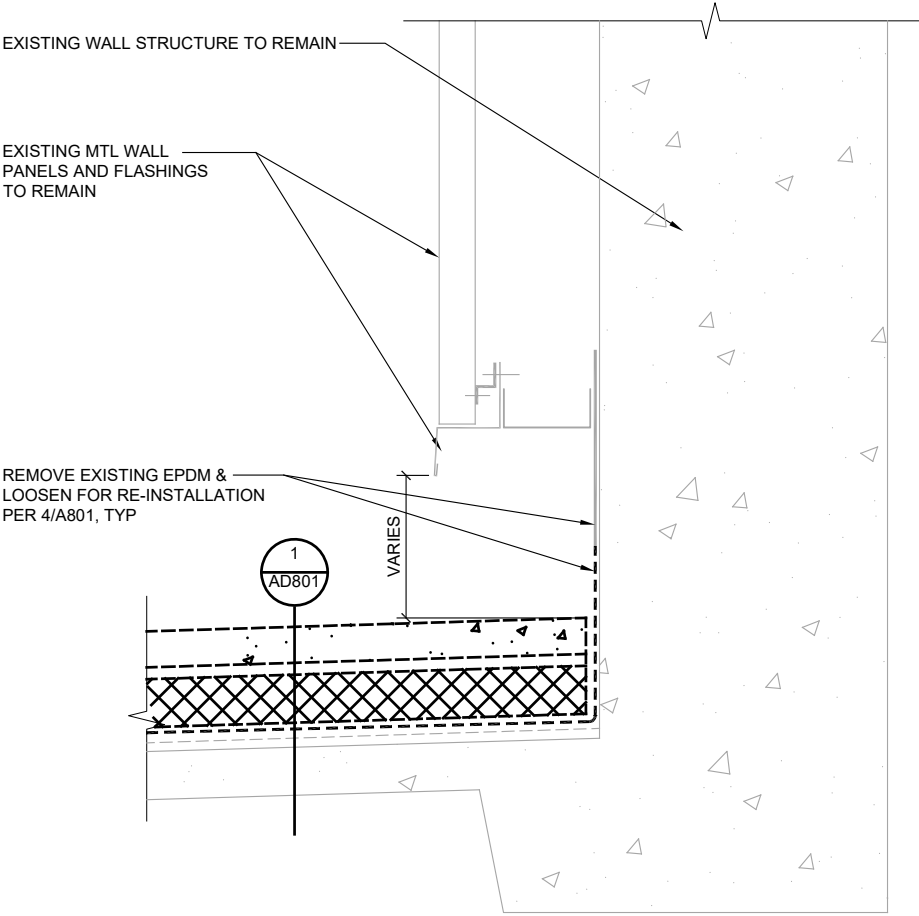
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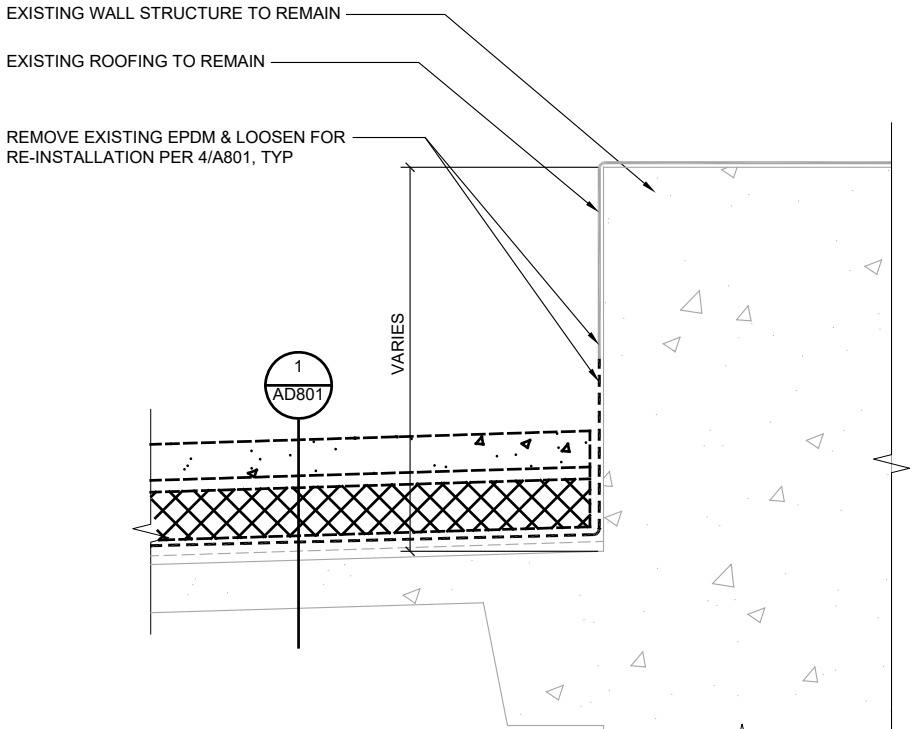
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**DEMOLITION
EXTERIOR DETAILS**

DATE: DECEMBER 10, 2021
FILE: 21040

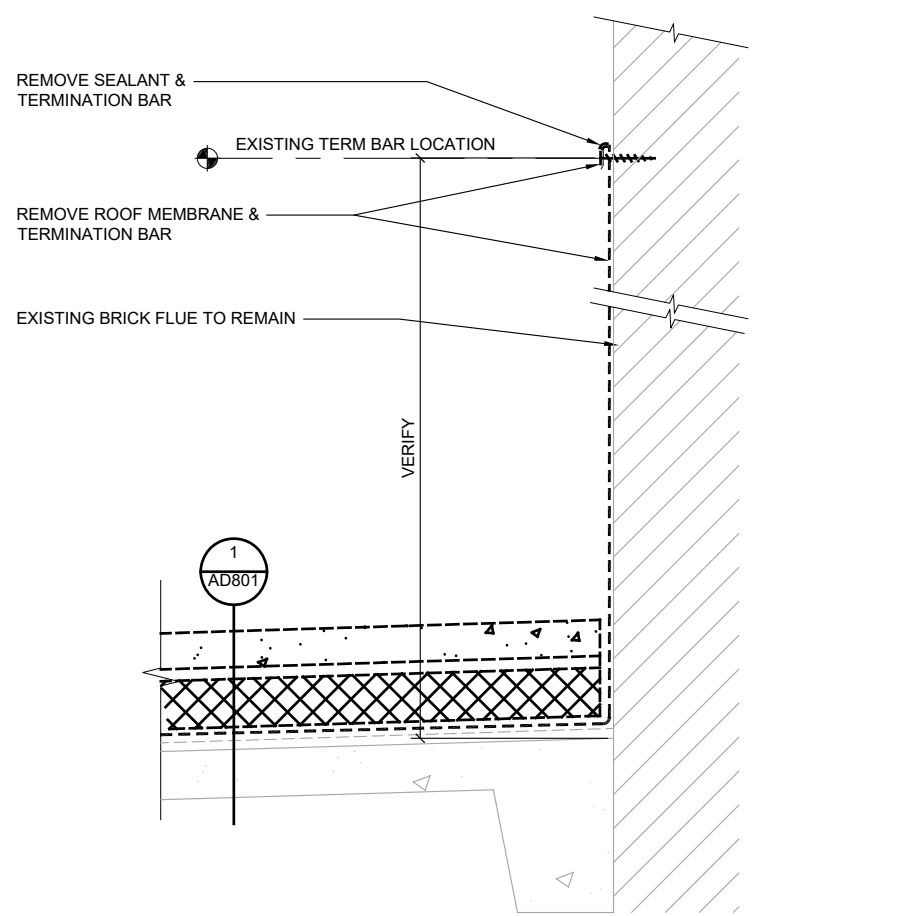
AD801



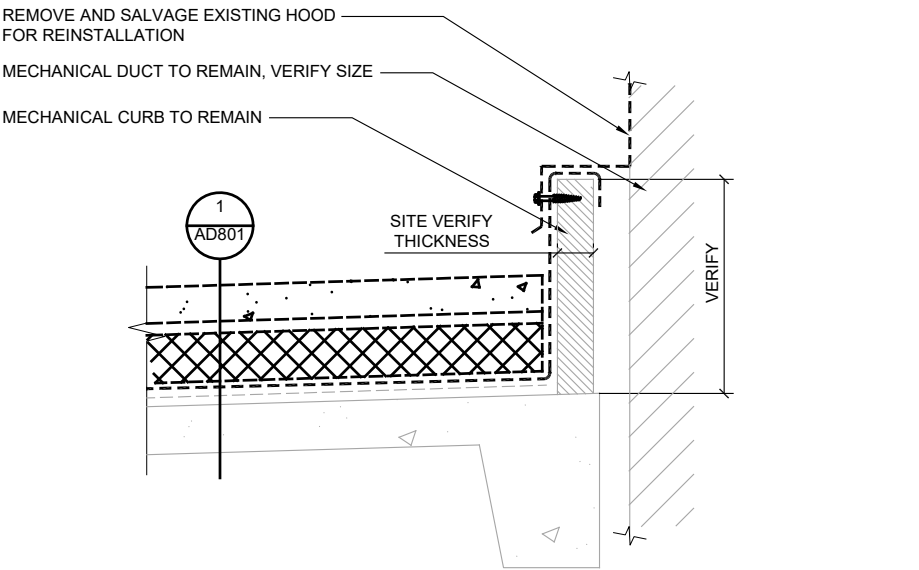
1 ROOF TO WALL DEMO
21040 - X_AD802-1
SCALE: 0 3" 6" 1'



2 ROOF TO INTERIOR PARAPET DEMO
21040 - X_AD802-2
SCALE: 0 3" 6" 1'



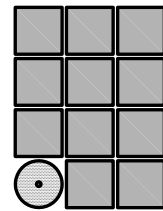
3 ROOF TO BRICK FLUE DEMO
21040 - X_A802-3
SCALE: 0 3" 6" 1'



4 MECH ROOF CURB DEMO
21040 - X_A802-4
SCALE: 0 3" 6" 1'

NOT USED

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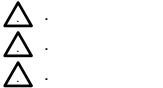
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SHEET TITLE
**DEMOLITION
EXTERIOR DETAILS**

DATE: DECEMBER 10, 2021
FILE: 21040

AD802

KEY NOTES:

- 1

MEMBRANE ROOF ASSEMBLY , SEE 1/A801
- 2

ROOF DRAIN, 4" DIA SITE VERIFY
EXISTING DOWNSPOUT PIPING SIZE,
SEE 3/A801
- 3

VTR'S EXTEND 12" MIN ABOVE FINISHED ROOF
MEMBRANE, SEE 1/A802
- 4

REINSTALL MECHANICAL EQUIPMENT
- 5

EXISTING MECHANICAL EQUIPMENT
SUPPORTS, SEE 2/A802
- 6

EXISTING BRICK FLUE
- 7

REINSTALL MECHANICAL SUPPORT
- 8

FIELD WRAP MEMBRANE AT EXIST ROOF
DRAIN OVERFLOW NOZZLE AS REQ
- 9

REINSTALL SALVAGED
MECHANICAL HOOD, SEE 6/A802

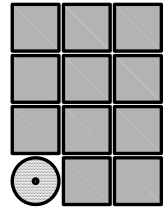
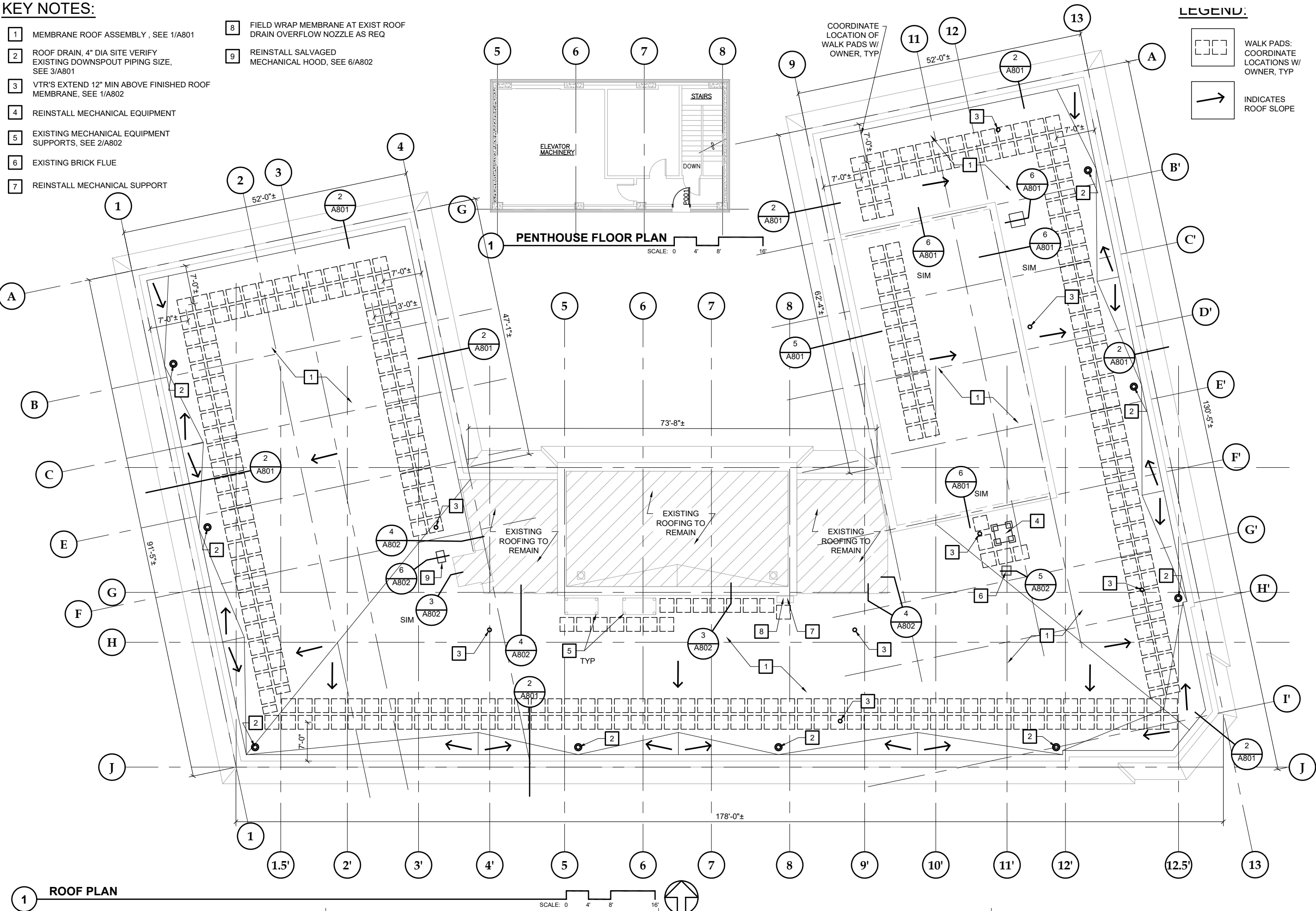
LEGEND:



WALK PADS:
COORDINATE
LOCATIONS W/
OWNER, TYP



INDICATES
ROOF SLOPE



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Juneau, Alaska

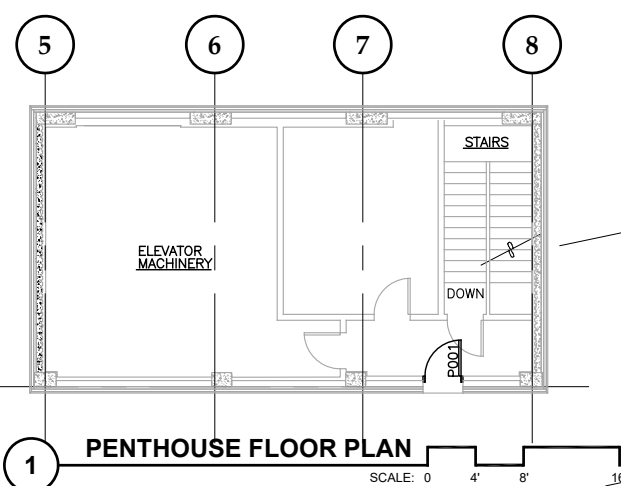
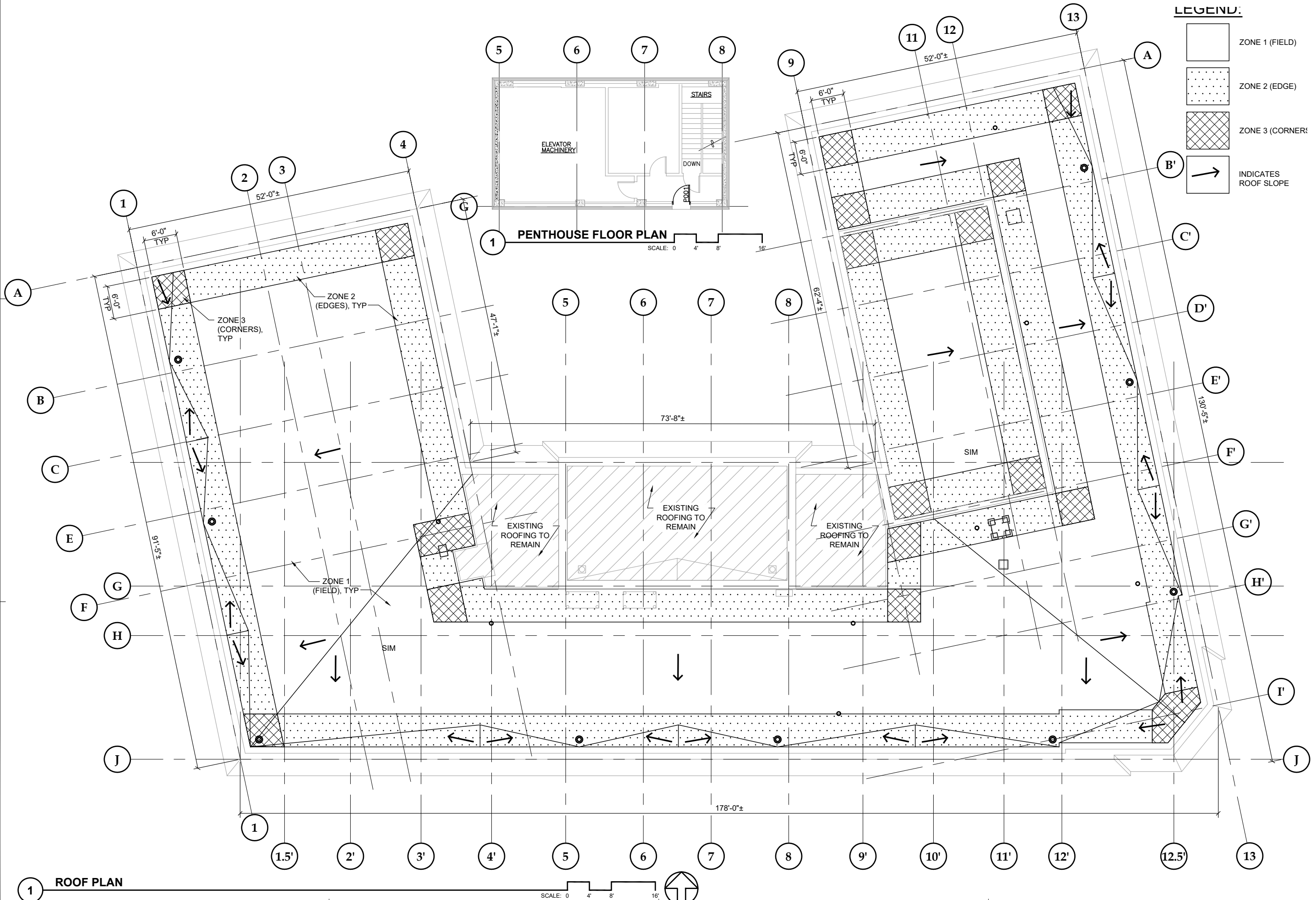
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ROOF PLAN

DATE: DECEMBER 10, 2021
FILE: 21040

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LEGEND:

- ZONE 1 (FIELD)
- ZONE 2 (EDGE)
- ZONE 3 (CORNER)
- INDICATES ROOF SLOPE

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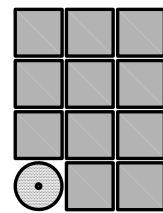
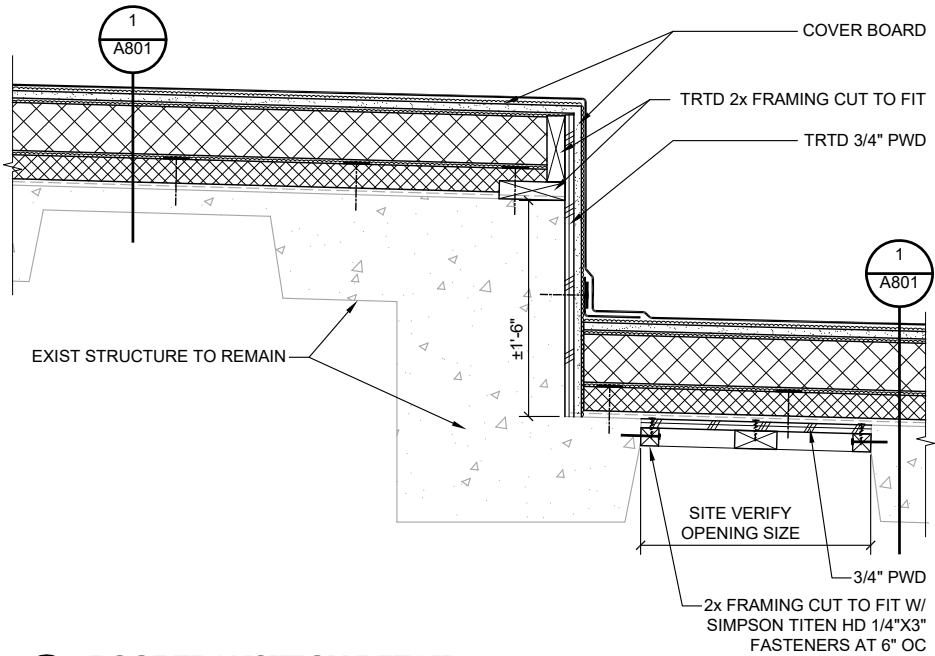
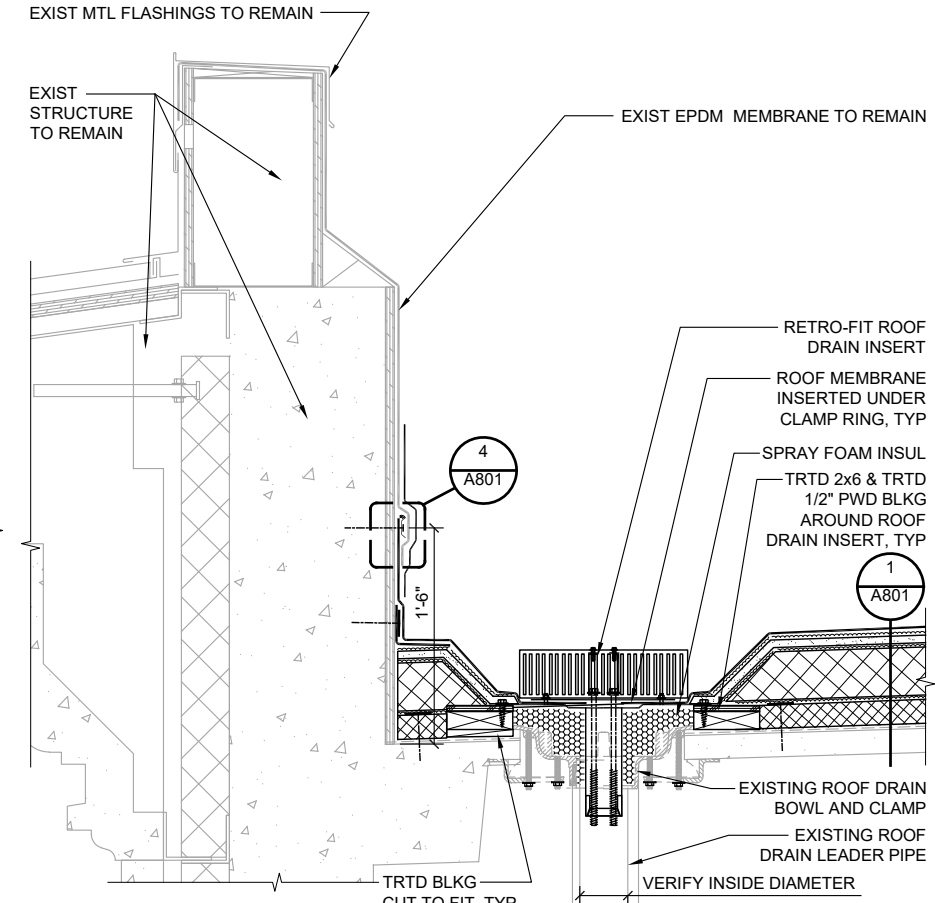
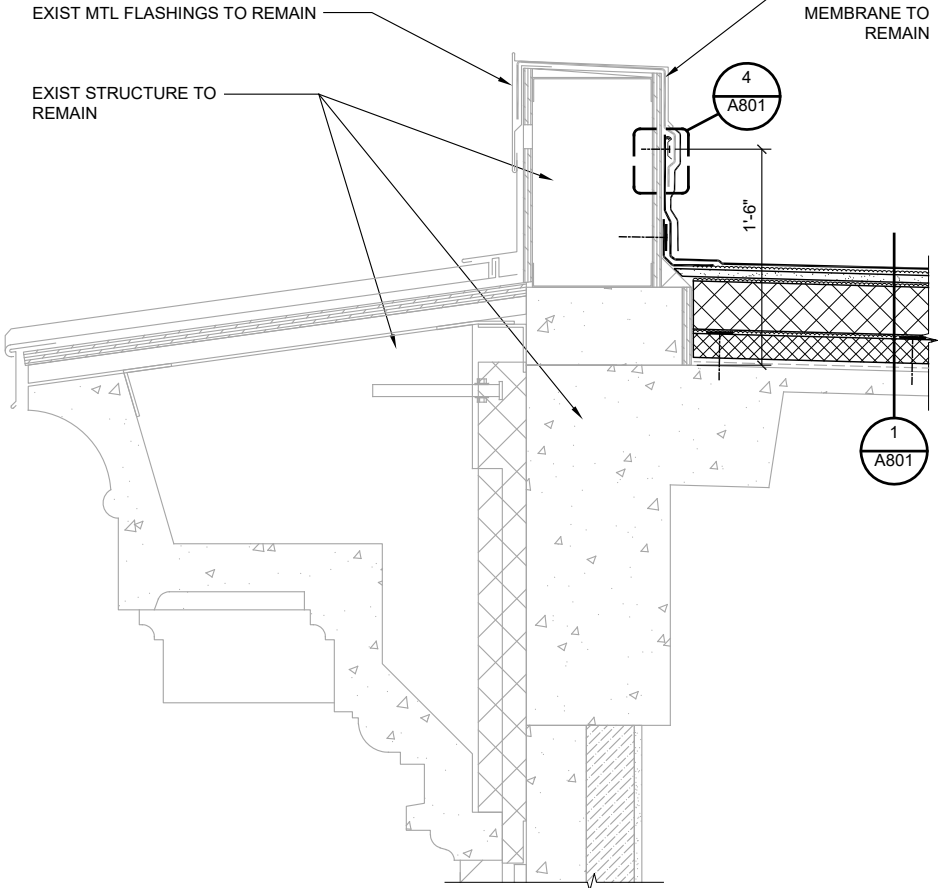
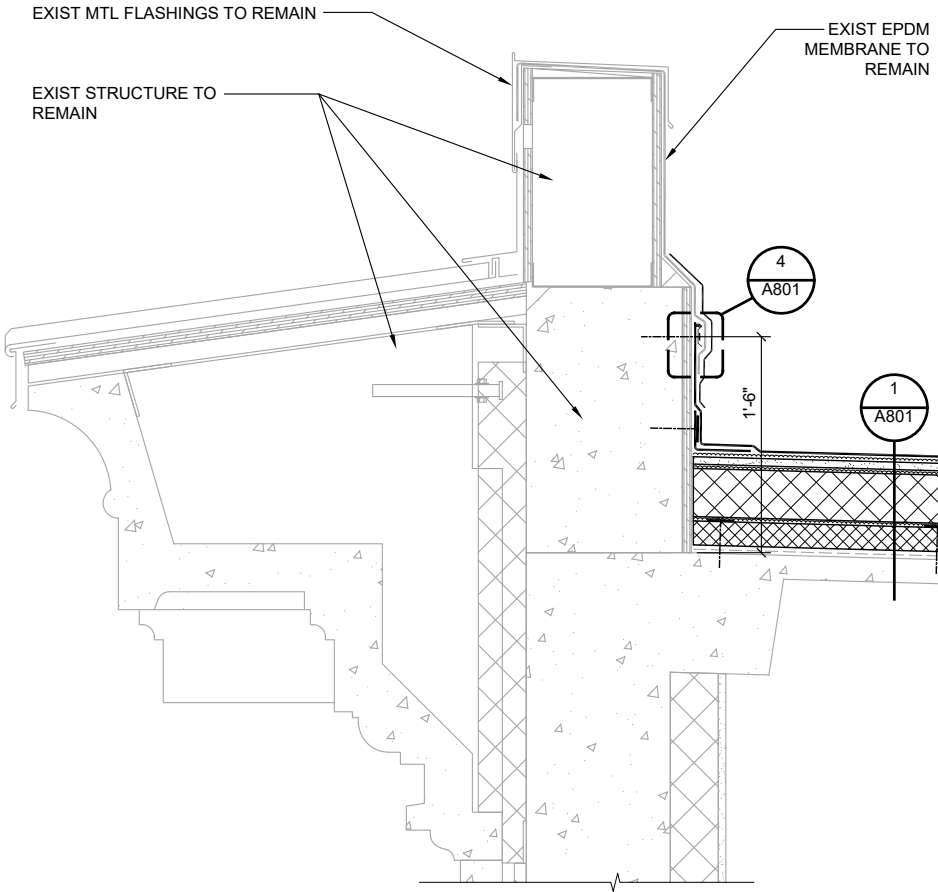
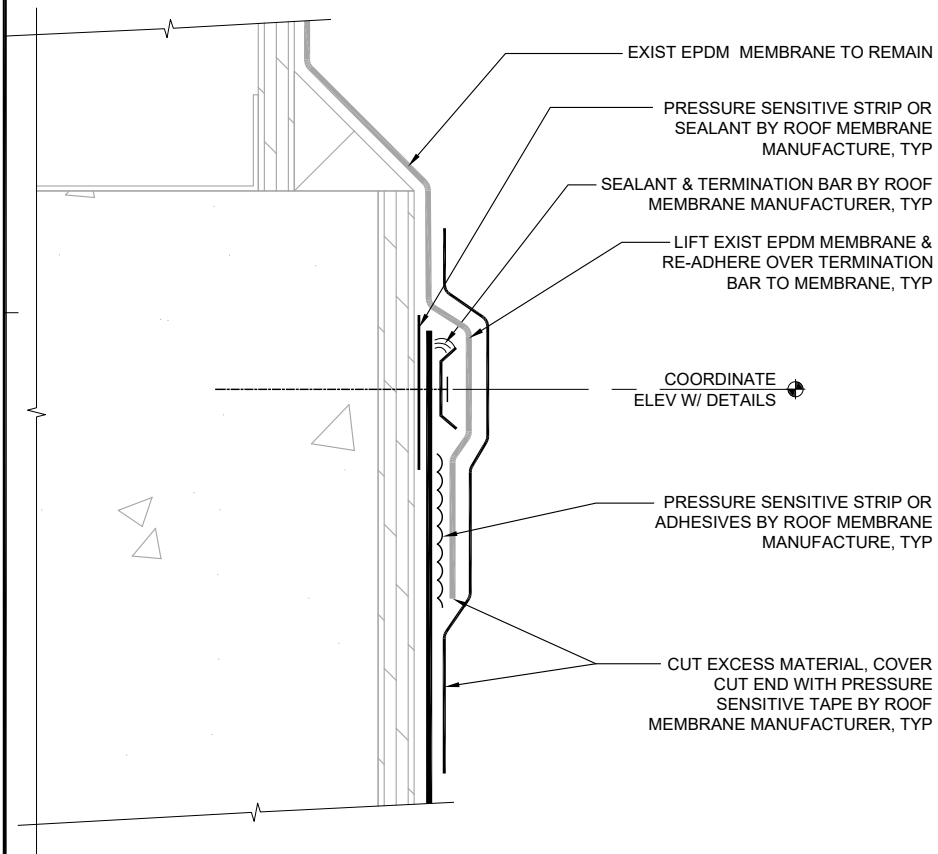
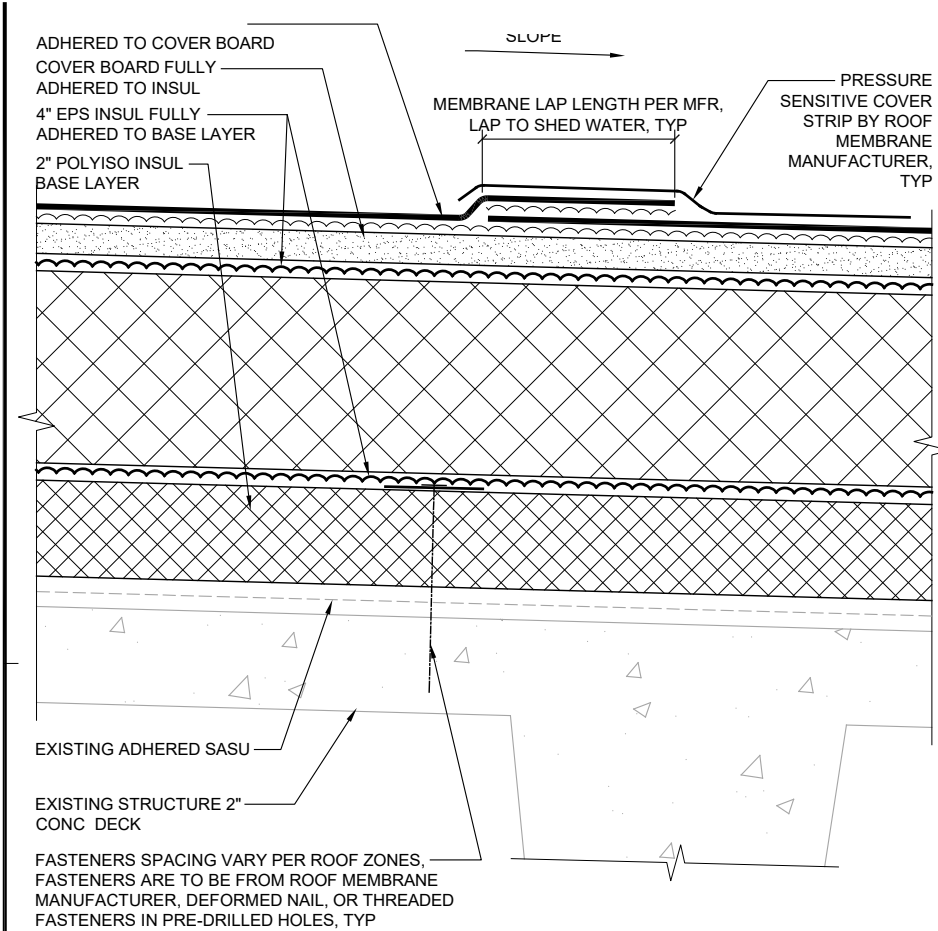
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ROOF ZONE
PLAN

DATE: DECEMBER 10, 2021
FILE: 21040

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A-2 Alaska State Capitol Re-Roof Construction Drawings for RFP 651



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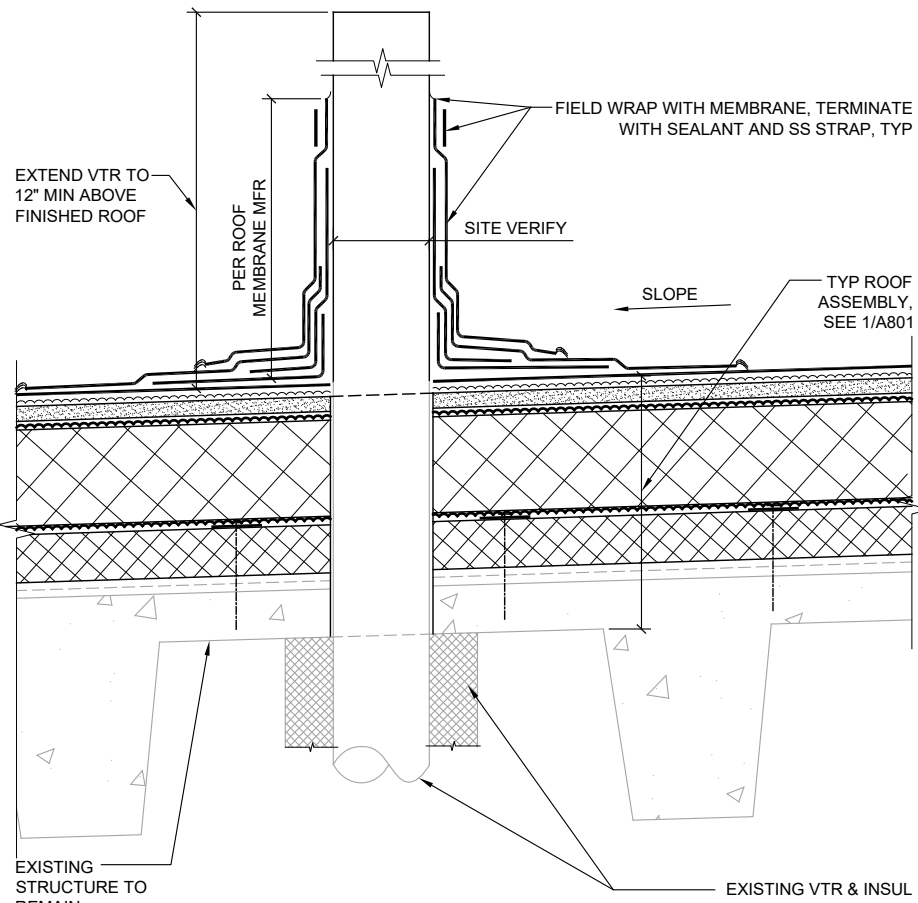
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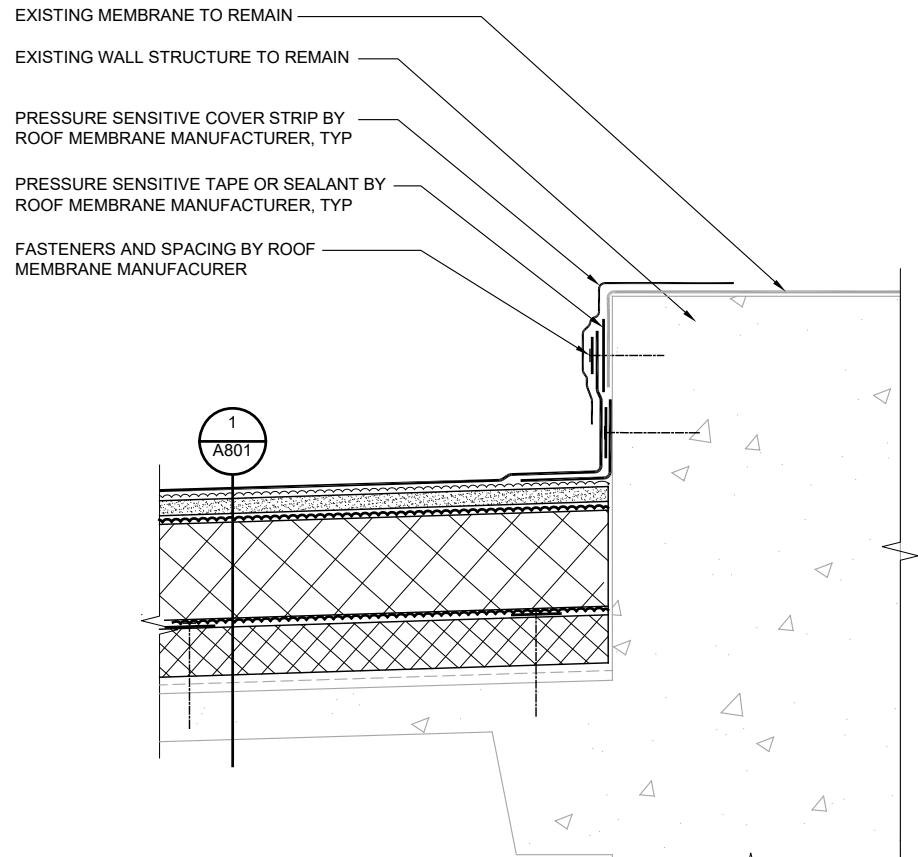
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ALASKA STATE CAPITOL
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Juneau, Alaska

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EXTERIOR DETAILS	
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FILE: 21040	

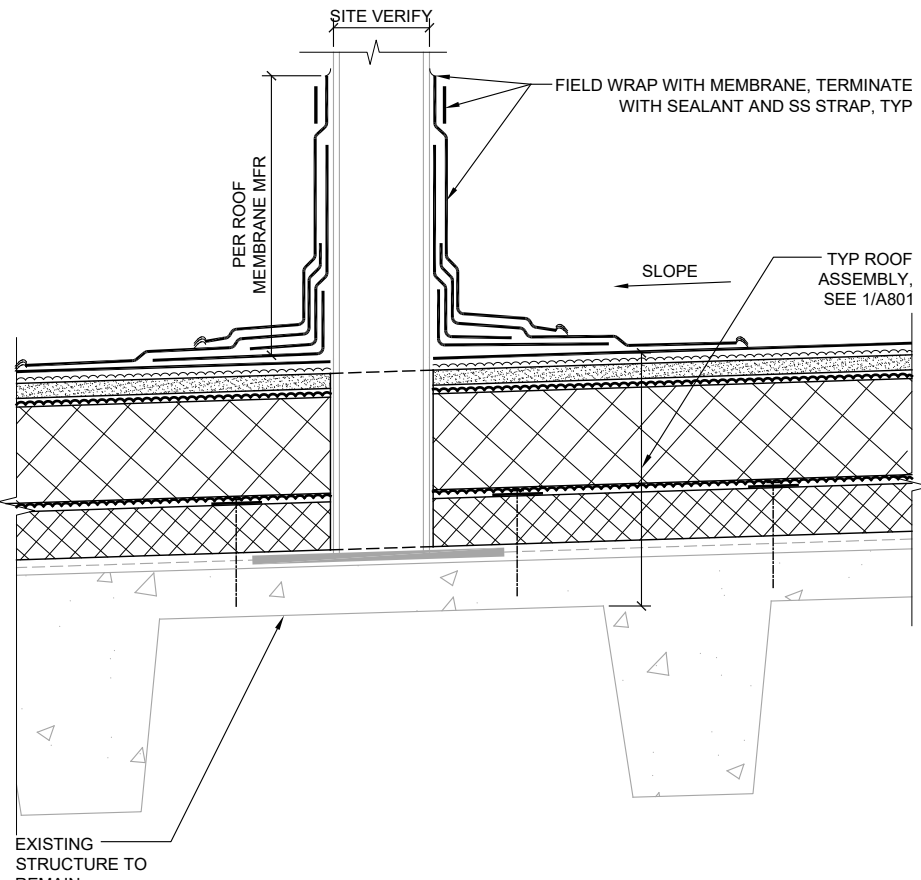
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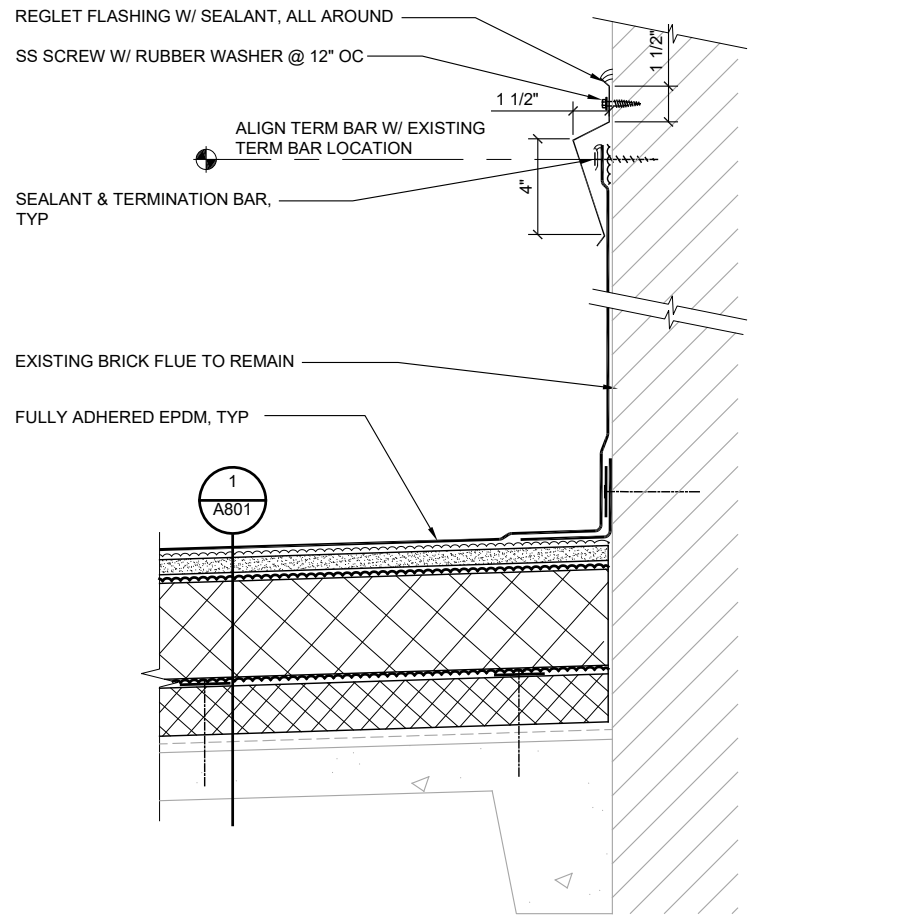
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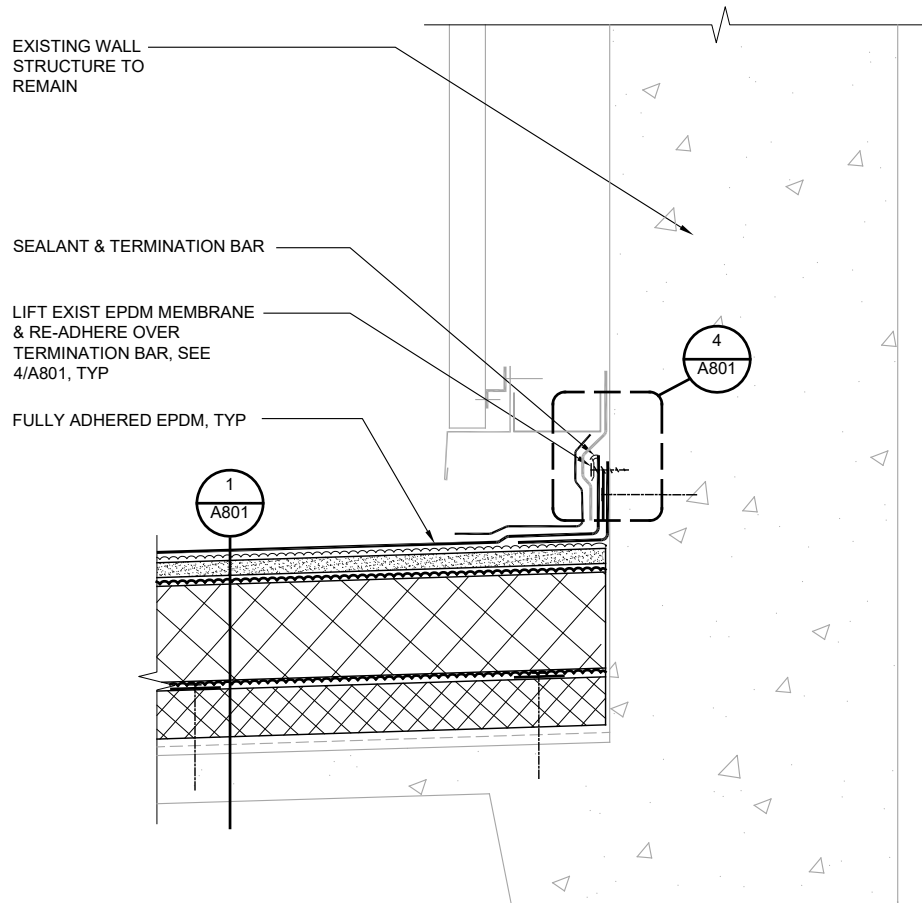
4 ROOF TRANSITION
21040 - X_A802-4
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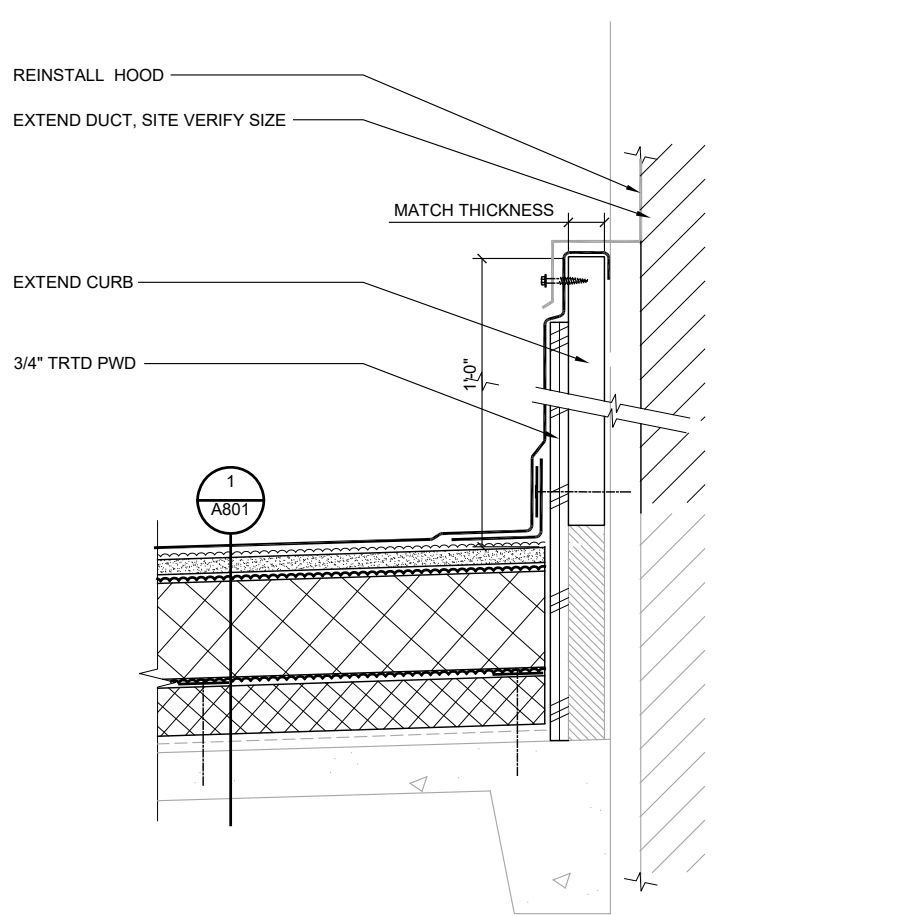
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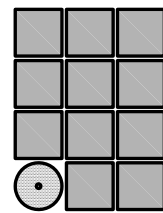
5 ROOF TO BRICK FLUE
21040 - X_A802-5
SCALE: 0 3" 6" 1'



3 ROOF TO WALL
21040 - X_A802-3
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6 MECH ROOF CURB
21040 - X_A802-6
SCALE: 0 3" 6" 1'



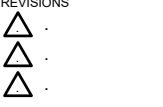
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SHEET TITLE
**EXTERIOR
DETAILS**

DATE: DECEMBER 10, 2021
FILE: 21040

A802

Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective September 1, 2021

Issue 43

PAMPHLET No. 600

Title 36. Public Contracts

AS 36.05

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT

Wage and Hour

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THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**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, 2021

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.

This pamphlet identifies current prevailing wage rates 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 in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2021.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2021, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink, reading "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
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 current laws and regulations, please refer to the official codes.

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

EXCERPTS FROM ALASKA LAW

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

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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.

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

*****Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here***

8 AAC 30.051. Purpose. The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

8 AAC 30.052. Board and lodging; remote sites. (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

8 AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

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(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

8 AAC 30.056. Alternative arrangement. Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

8 AAC 30.900. General definitions (selected excerpts only):

In this chapter and in AS 36

- (22) "domiciled resident" means a person living within 65 road miles of a public construction 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 public construction project;
- (23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

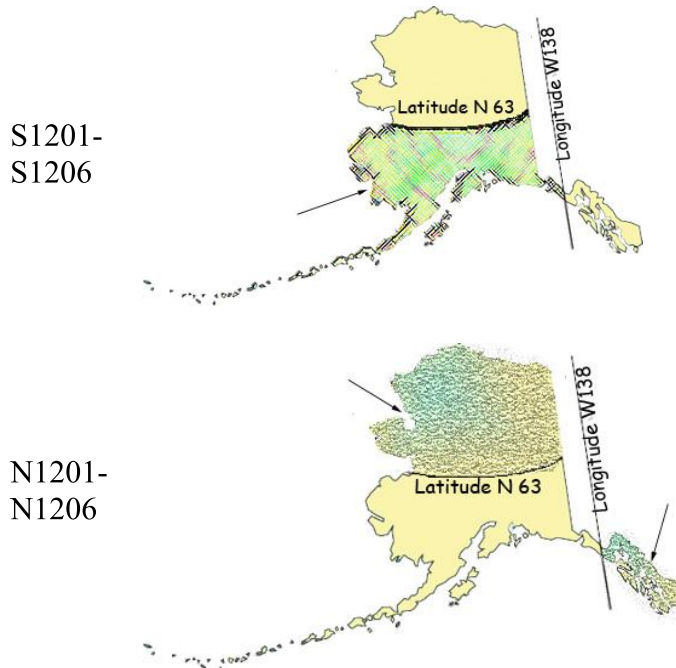
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

Per Diem Rate: As of May 1st, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

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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:



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.

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SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

EMPLOYMENT PREFERENCE INFORMATION

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State's 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

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Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour

Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

PO Box 111149
Juneau, Alaska 99811
Phone: (907) 465-4842

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour 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

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

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

*See per diem note on last page

A0101	Boilermaker (journeyman)	47.03	8.57	17.02	1.90	VAC	SAF	
						3.50	0.34	78.36

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.16	9.00	10.05	0.62	L&M		
						0.20		62.03

Bricklayer

Marble or Stone Mason

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

Terrazzo Worker

Tile Setter

A0202	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	L&M		
						0.20		62.03

Cleaner (PCC)

A0203	Marble & Tile Finisher	35.99	9.00	10.05	0.62	L&M		
						0.20		55.86

Terrazzo Finisher

A0204	Torginal Applicator	40.10	9.83	8.50	0.55	L&M		
						0.15	0.87	60.00

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	42.34	10.08	15.23	1.75	L&M	SAF	
						0.20	0.20	69.80

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	42.34	10.08	15.77	1.75	L&M	SAF	
						0.20	0.20	70.34

Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

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

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Cement Masons								
*See per diem note on last page								
A0401	Group I, including:	39.38	8.70	11.80	1.43	0.10	L&M	61.41
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Finisher							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Concrete Polishing							
	Concrete Repair							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	General Concrete Pour Tender							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Screeder or Rodder							
	Spackling/Skim Coating							
A0402	Group II, including:	39.38	8.70	11.80	1.43	0.10	L&M	61.41
	Form Setter							
A0403	Group III, including:	39.38	8.70	11.80	1.43	0.10	L&M	61.41
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator (all concrete surfaces)							
A0404	Group IV, including:	39.38	8.70	11.80	1.43	0.10	L&M	61.41
	Acoustical or Imitation Acoustical Finish							
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							

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

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Cement Masons							
*See per diem note on last page							
		L&M					
A0404	Group IV, including:	39.38	8.70	11.80	1.43	0.10	61.41
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile						
	Tunnel Worker						
		L&M					
A0405	Group V, including:	39.38	8.70	11.80	1.43	0.10	61.41
	Casting and finishing						
	EIFS Systems						
	Finishing of all interior and exterior plastering						
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)						
	Gypsum, Portland Cement						
	Kindred material and products						
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry						
	Overcoating and maintenance of interior/exterior plaster surfaces						
	Plasterer						
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")						
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster						
Culinary Workers							
		LEG					
A0501	Baker/Cook	28.37	7.31	7.56			43.24
		LEG					
A0503	General Helper	25.07	7.31	7.56			39.94
	Housekeeper						
	Janitor						
	Kitchen Helper						
		LEG					
A0504	Head Cook	28.97	7.31	7.56			43.84
		LEG					
A0505	Head Housekeeper	25.45	7.31	7.56			40.32
	Head Kitchen Help						
Dredgemen							
*See per diem note on last page							
		L&M					
A0601	Assistant Engineer	41.76	10.70	13.50	1.00	0.10	67.11
	Craneman						

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

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Dredgemen								
*See per diem note on last page								
							L&M	
A0601	Assistant Engineer	41.76	10.70	13.50	1.00	0.10	0.05	67.11
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
							L&M	
A0602	Assistant Mate (deckhand)	40.60	10.70	13.50	1.00	0.10	0.05	65.95
							L&M	
A0603	Fireman	41.04	10.70	13.50	1.00	0.10	0.05	66.39
							L&M	
A0605	Leverman Clamshell	44.29	10.70	13.50	1.00	0.10	0.05	69.64
							L&M	
A0606	Leverman Hydraulic	42.53	10.70	13.50	1.00	0.10	0.05	67.88
							L&M	
A0607	Mate & Boatman	41.76	10.70	13.50	1.00	0.10	0.05	67.11
							L&M	
A0608	Oiler (dredge)	41.04	10.70	13.50	1.00	0.10	0.05	66.39
Electricians								
*See per diem note on last page								
							L&M	LEG
A0701	Inside Cable Splicer	42.02	14.05	13.90	0.95	0.20	0.15	71.27
							L&M	LEG
A0702	Inside Journeyman Wireman, including:	41.69	14.05	14.14	0.95	0.20	0.15	71.18
	Technicians (including use of drones in electrical construction)							
							L&M	LEG
A0703	Power Cable Splicer	60.79	14.05	19.01	0.95	0.25	0.15	95.20
							L&M	LEG
A0704	Tele Com Cable Splicer	50.53	14.05	16.67	0.95	0.20	0.15	82.55
							L&M	LEG
A0705	Power Journeyman Lineman, including:	59.04	14.05	18.96	0.95	0.25	0.15	93.40
	Power Equipment Operator							
	Technician (including use of drones in electrical construction)							
							L&M	LEG
A0706	Tele Com Journeyman Lineman, including:	48.78	14.05	16.61	0.95	0.20	0.15	80.74
	Technician (including use of drones in telecommunications construction)							
	Tele Com Equipment Operator							

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

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Electricians							
*See per diem note on last page							
						L&M	LEG
A0707	Straight Line Installer - Repairman	48.78	14.05	16.61	0.95	0.20	80.74
						L&M	LEG
A0708	Powderman	57.04	14.05	18.90	0.95	0.25	91.34
						L&M	LEG
A0710	Material Handler	26.57	13.76	5.30	0.15	0.15	46.08
						L&M	LEG
A0712	Tree Trimmer Groundman	28.37	14.05	12.59	0.15	0.15	55.46
						L&M	LEG
A0713	Journeyman Tree Trimmer	37.30	14.05	12.86	0.15	0.15	64.66
						L&M	LEG
A0714	Vegetation Control Sprayer	40.85	14.05	12.97	0.15	0.15	68.32
						L&M	LEG
A0715	Inside Journeyman Communications CO/PBX	40.27	14.05	13.85	0.95	0.20	69.47
Elevator Workers							
*See per diem note on last page							
						L&M	VAC
A0802	Elevator Constructor	42.76	15.88	19.31	0.64	0.54	83.87
						L&M	VAC
A0803	Elevator Constructor Mechanic	61.08	15.88	19.31	0.64	0.54	104.23
Heat & Frost Insulators/Asbestos Workers							
*See per diem note on last page							
						IAF	LML
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.12	1.20	0.14	60.43
						IAF	LML
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.12	1.20	0.14	60.43
						IAF	LML
A0904	Insulator, Group II	38.68	9.24	11.12	1.20	0.14	60.43
						IAF	LML
A0905	Fire Stop	38.68	9.24	11.12	1.20	0.14	60.43
Ironworkers							
*See per diem note on last page							
						L&M	IAF
A1101	Ironworkers, including:	40.82	9.51	24.28	0.76	0.20	75.81

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A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	L&M	IAF	THR
IronWorkers									
*See per diem note on last page									
A1101	Ironworkers, including:	40.82	9.51	24.28	0.76		0.20	0.24	75.81
	Bender Operators								
	Bridge & Structural								
	Hangar Doors								
	Hollow Metal Doors								
	Industrial Doors								
	Machinery Mover								
	Ornamental								
	Reinforcing								
	Rigger								
	Sheeter								
	Signalman								
	Stage Rigger								
	Toxic Haz-Mat Work								
	Welder								
A1102	Helicopter	41.82	9.51	24.28	0.76		0.20	0.24	76.81
	Helicopter (used for rigging and setting)								
	Tower (energy producing windmill type towers to include nacelle and blades)								
A1103	Fence/Barrier Installer	37.32	9.51	24.28	0.76		0.20	0.24	72.31
A1104	Guard Rail Layout Man	38.06	9.51	24.28	0.76		0.20	0.24	73.05
A1105	Guard Rail Installer	38.32	9.51	24.28	0.76		0.20	0.24	73.31
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)									
*See per diem note on last page									
N1201	Group I, including:	32.00	8.95	20.66	1.30		0.20	0.20	63.31
	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, screeding)								
	Crusher Plant Laborer								
	Demolition Laborer								
	Ditch Digger								

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

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 per diem note on last page								

						L&M	LEG	
N1201	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

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:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

Burning & Cutting Torch
 Cement or Lime Dumper or Handler (sack or bulk)
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Choker Splicer
 Chucktender (wagon, air-track & hydraulic drills)
 Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
 Culvert Pipe Laborer
 Cured Inplace Pipelayer
 Environmental Laborer (asbestos, marine work)

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

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 per diem note on last page								
						L&M	LEG	
N1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunit Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							
						L&M	LEG	
N1203	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							
	Welding Certified (in connection with laborer's work)							
						L&M	LEG	
N1204	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

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 per diem note on last page								
N1204	Group IIIA	37.18	8.95	20.66	1.30	L&M 0.20	LEG 0.20	68.49
	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							
N1205	Group IV	21.57	8.95	20.66	1.30	L&M 0.20	LEG 0.20	52.88
	Final Building Cleanup							
	Permanent Yard Worker							
N1206	Group IIIB	40.97	6.24	20.66	1.30	L&M 0.20	LEG 0.20	69.57
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							
Laborers (The area that is south of N63 latitude and west of W138 longitude)								
*See per diem note on last page								
S1201	Group I, including:	32.00	8.95	20.66	1.30	L&M 0.20	LEG 0.20	63.31
	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, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	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 per diem note on last page								
						L&M	LEG	
S1201	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscape or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							
						L&M	LEG	
S1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	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)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Guniting Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	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 per diem note on last page								
						L&M	LEG	
S1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							
						L&M	LEG	
S1203	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							
	Welding Certified (in connection with laborer's work)							
						L&M	LEG	
S1204	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49
	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							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	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 per diem note on last page								
S1205	Group IV	21.57	8.95	20.66	1.30	L&M	LEG	
						0.20	0.20	52.88
	Final Building Cleanup							
	Permanent Yard Worker							
S1206	Group IIIB	40.97	6.24	20.66	1.30	L&M	LEG	
						0.20	0.20	69.57
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							
Millwrights								
*See per diem note on last page								
A1251	Millwright (journeyman)	44.00	10.08	12.28	1.10	L&M		
						0.40	0.05	67.91
A1252	Millwright Welder	45.00	10.08	12.28	1.10	L&M		
						0.40	0.05	68.91
Painters, Region I (North of N63 latitude)								
*See per diem note on last page								
N1301	Group I, including:	34.05	8.85	14.30	1.08	L&M		
						0.07		58.35
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
N1302	Group II, including:	34.57	8.85	14.30	1.08	L&M		
						0.07		58.87
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region I (North of N63 latitude)							
*See per diem note on last page							
N1302	Group II, including:	34.57	8.85	14.30	1.08	L&M 0.07	58.87
	Specialty Painter						
	Spray						
	Structural Steel Painter						
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	39.66	8.85	17.71	1.05	0.05	67.32
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	39.86	8.85	5.00	1.10	0.10	54.91
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
Painters, Region II (South of N63 latitude)							
*See per diem note on last page							
S1301	Group I, including :	31.19	8.85	15.15	1.08	L&M 0.07	56.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	32.44	8.85	15.15	1.08	L&M 0.07	57.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	32.54	8.85	15.15	1.08	L&M 0.07	57.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region II (South of N63 latitude)							
*See per diem note on last page							
						L&M	
S1303	Group III, including :	32.54	8.85	15.15	1.08	0.07	57.69
	Specialty Painter						
	Structural Steel Painter						
						L&M	
S1304	Group IV, including:	39.87	8.85	16.75	1.08	0.07	66.62
	Glazier						
	Storefront/Automatic Door Mechanic						
						L&M	
S1305	Group V, including:	39.86	8.85	5.00	1.10	0.10	54.91
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
Piledrivers							
*See per diem note on last page							
						L&M	IAF
A1401	Piledriver	42.34	10.08	15.23	1.75	0.20	69.80
	Assistant Dive Tender						
	Carpenter/Piledriver						
	Rigger						
	Sheet Stabber						
	Skiff Operator						
						L&M	IAF
A1402	Piledriver-Welder/Toxic Worker	43.34	10.08	15.23	1.75	0.20	70.80
						L&M	IAF
A1403	Remotely Operated Vehicle Pilot/Technician	46.65	10.08	15.23	1.75	0.20	74.11
	Single Atmosphere Suit, Bell or Submersible Pilot						
						L&M	IAF
A1404	Diver (working) **See note on last page	86.45	10.08	15.23	1.75	0.20	113.91
						L&M	IAF
A1405	Diver (standby) **See note on last page	46.65	10.08	15.23	1.75	0.20	74.11
						L&M	IAF
A1406	Dive Tender **See note on last page	45.65	10.08	15.23	1.75	0.20	73.11
						L&M	IAF
A1407	Welder (American Welding Society, Certified Welding Inspector)	47.90	10.08	15.23	1.75	0.20	75.36
						L&M	IAF
A1408	Dive Medic Technician (DMT) **See note on last page	46.65	10.08	15.23	1.75	0.20	74.11

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A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Plumbers, Region I (North of N63 latitude)								
*See per diem note on last page								
N1501	Journeyman Pipefitter	42.91	11.75	17.45	1.50	0.65	L&M S&L	74.26
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1501	Journeyman Pipefitter	41.00	11.38	15.27	1.55	0.20	L&M	69.40
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
*See per diem note on last page								
X1501	Journeyman Pipefitter	39.82	13.37	11.75	2.50	0.24	L&M	67.68
	Plumber							
	Welder							
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	42.53	10.70	13.50	1.00	0.10	L&M	67.88
	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							
	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)							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

lass Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
							L&M	
A1601	Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	Grade Checker and/or Line and Grade including Drone							
	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)							
	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							
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
	Sideboom (under 45 tons)							
	Sub Grader (Gurries & similar types)							
	Tack Tractor							
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
	Wate Kote Machine							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
		L&M						
A1602	Group IA, including:	44.29	10.70	13.50	1.00	0.10	0.05	69.64
	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 (finish: when finishing to final grade and/or to hubs, or for asphalt)							
	Power Plants (1000 k.w. & over)							
	Profiler, Reclaimer, and Roto-Mill							
	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							
	Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)							
		L&M						
A1603	Group II, including:	41.76	10.70	13.50	1.00	0.10	0.05	67.11
	Boiler - Fireman							
	Cement Hogs & Concrete Pump Operator							
	Conveyors (except those listed in Group I)							
	Hoists on Steel Erection, Towermobiles & Air Tuggers							
	Horizontal/Directional Drill Locator							
	Locomotives, Rod & Geared Engines							
	Mixers							
	Screening, Washing Plant							
	Sideboom (cradling rock drill, regardless of size)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
		L&M						
A1604	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
A1604	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							
A1605	Group IV, including:	34.83	10.70	13.50	1.00	0.10	0.05	60.18
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
*See per diem note on last page								
A1701	Roofer & Waterproofer	44.62	12.75	3.91	0.81	0.10	0.06	62.25
A1702	Roofer Material Handler	31.23	12.75	3.91	0.81	0.10	0.06	48.86

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A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

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

*See per diem note on last page

							L&M	
N1801	Sheet Metal Journeyman	49.04	11.85	14.61	1.80	0.12		77.42

Air Balancing and duct cleaning of HVAC systems
 Brazing, soldering or welding of metals
 Demolition of sheet metal HVAC systems
 Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
 Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
 Fabrication and installation of louvers and hoods
 Fabrication and installation of sheet metal lagging
 Fabrication and installation of stainless steel commercial or industrial food service equipment
 Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
 Metal lavatory partitions
 Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
 Sheet Metal shelving
 Sheet Metal venting, chimneys and breaching
 Skylight installation

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

*See per diem note on last page

							L&M	
S1801	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43		72.10

Air Balancing and duct cleaning of HVAC systems
 Brazing, soldering or welding of metals
 Demolition of sheet metal HVAC systems
 Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
 Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
 Fabrication and installation of louvers and hoods
 Fabrication and installation of sheet metal lagging
 Fabrication and installation of stainless steel commercial or industrial food service equipment
 Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
 Metal lavatory partitions
 Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
 Sheet Metal shelving
 Sheet Metal venting, chimneys and breaching

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude)							
*See per diem note on last page							
							L&M
S1801	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43	72.10
Skylight installation							
Sprinkler Fitters							
*See per diem note on last page							
							L&M
A1901	Sprinkler Fitter	49.10	10.55	18.05	0.52	0.25	78.47
Surveyors							
*See per diem note on last page							
							L&M
A2001	Chief of Parties	45.16	11.83	13.14	1.15	0.10	71.38
							L&M
A2002	Party Chief	43.57	11.83	13.14	1.15	0.10	69.79
							L&M
A2003	Line & Grade Technician/Office Technician/GPS, Drones	42.97	11.83	13.14	1.15	0.10	69.19
							L&M
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	40.85	11.83	13.14	1.15	0.10	67.07
							L&M
A2006	Chain Person (for crews with more than 2 people)	36.51	11.83	13.14	1.15	0.10	62.73
Truck Drivers							
*See per diem note on last page							
							L&M
A2101	Group I, including:	41.94	11.83	13.14	1.15	0.10	68.16
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							
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							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

lass Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
*See per diem note on last page								
								L&M
A2101	Group I, including:	41.94	11.83	13.14	1.15	0.10		68.16
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
								L&M
A2102	Group 1A including:	43.21	11.83	13.14	1.15	0.10		69.43
	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, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)							
								L&M
A2103	Group II, including:	40.68	11.83	13.14	1.15	0.10		66.90
	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)							
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
								L&M
A2104	Group III, including:	39.86	11.83	13.14	1.15	0.10		66.08
	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							
	Semi or Truck & Trailer							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
*See per diem note on last page								
								L&M
A2105	Group IV, including:	39.28	11.83	13.14	1.15	0.10		65.50
	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)							
	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:	38.52	11.83	13.14	1.15	0.10		64.74

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

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A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
*See per diem note on last page								
A2106	Group V, including:	38.52	11.83	13.14	1.15	0.10	L&M	64.74
	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 per diem note on last page								
N2201	Group I, including:	35.20	8.95	20.66	1.30	0.20	L&M LEG	66.51
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
N2202	Group II, including:	36.30	8.95	20.66	1.30	0.20	L&M LEG	67.61
	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							
N2203	Group III, including:	37.29	8.95	20.66	1.30	0.20	L&M LEG	68.60
	Miner							
	Retimberman							
N2204	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	L&M LEG	72.21
	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)							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

Class Code	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 per diem note on last page								
						L&M	LEG	
N2204	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
N2206	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							
Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)								
*See per diem note on last page								
						L&M	LEG	
S2201	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
						L&M	LEG	
S2202	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61
	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, Pumcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
S2203	Group III, including:	37.29	8.95	20.66	1.30	0.20	0.20	68.60
	Miner							
	Retimberman							

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

A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

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

*See per diem note on last page

						L&M	LEG	
S2204	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21

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)
 Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
S2206	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
 Federal Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
 Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
 Stake Hopper

Tunnel Workers, Power Equipment Operators

*See per diem note on last page

						L&M		
A2207	Group I	46.78	10.70	13.50	1.00	0.10	0.05	72.13

						L&M		
A2208	Group IA	48.72	10.70	13.50	1.00	0.10	0.05	74.07

						L&M		
A2209	Group II	45.94	10.70	13.50	1.00	0.10	0.05	71.29

						L&M		
A2210	Group III	45.14	10.70	13.50	1.00	0.10	0.05	70.49

						L&M		
A2211	Group IV	38.31	10.70	13.50	1.00	0.10	0.05	63.66

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A-3 Laborers' and Mechanics' Minimum Rates of Pay Pamphlet for RFP 651

lass Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

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

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