

PROJECT MANUAL

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# Angoon Visitor Center

For the

**City of Angoon**

EDA AWARD NO.: 07-79-07673

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## CONSTRUCTION DOCUMENTS VOLUME 1 SPECIFICATIONS

20 MARCH 2024

MRV No. 2227



**MRV**  
ARCHITECTS  
ARCHITECTURE · PLANNING · INTERIORS

**SECTION 000102  
PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 PROJECT IDENTIFICATION**

- A. Project Name: Angoon Visitor Center.
- B. Architect's Project Number: 2227.
- C. EDA Award Number: 07-79-07673
- D. The Owner, herein after referred to as Owner: City of Angoon
- E. Owner's Project Manager: Jon Wunrow.
  - 1. E-mail: jonwunrow@gmail.com.

**1.02 NOTICE TO PROSPECTIVE BIDDERS**

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

**1.03 PROJECT DESCRIPTION**

- A. Summary Project Description: This building creates a new visitor's center. The Visitor's Center will be located on the intersection of Heen Dea St. and Chinook Way, Lot 6. The building will contain a cafe, artist sales area, and interpretive displays. Utilities should be on site and available but the precise location of utilities is unknown. The building will occupy 2,513 SF of the total lot space and provide 2 parking spaces. .
- B. Contract Scope: Construction.
- C. Timeline: Approximately duration is anticipated as: Notice to proceed March 23, 2024 and final completion date November 18, 2024

**1.04 PROJECT CONSULTANTS**

- A. The Architect, hereinafter referred to as Architect: MRV Architects.

**1.05 PROCUREMENT DOCUMENTS**

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
  - 1. Online at <https://www.mrvarchitects.com/bid-rfp-info/>, fill out the form and this will add the information to the planholders list.
  - 2. In office at 1420 Glacier Ave. STE 101, Juneau AK 99801 and be added to our planholders list.

**END OF SECTION**

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**END OF SECTION**

**SECTION 001113  
ADVERTISEMENT FOR BIDS**

**1.01ADVERTISEMENT FOR BIDS**

- A. INVITATION FOR BIDS: The City of Angoon is soliciting sealed bids for a single construction contract to erect a visitor center and cafe. Work will provide new construction on an empty lot.
- B. PROJECT DESCRIPTION: The Visitor's Center will be located on the intersection of Heen Dea St. and Chinook Way, Lot 6. The building will contain a cafe, artist sales area, and interpretive displays. New construction will sit on Lot 6. Utilities should be on site and available. The building will occupy 2,513 SF of the total lot space and provide 2 parking spaces.
- C. BID DOCUMENTS: Bid materials will be available through MRV Architects.com on March 20, 2024. Bids will be received at MRV Architects, 1420 Glacier Ave, Juneau, until April 12, 2024 at 2:00 pm, or by email to zane@mrvarchitects.com, at which point they will be publicly opened.
- D. PROJECT CONTACT: Zane Jones, AIA, or Paul Voelckers, AIA. (907)-586-1371.
- E. BIDDING REQUIREMENTS: Refer to bidding requirements described in Document 00 2113 - Instructions to Bidders.

**END OF SECTION**

**SECTION 002113  
INSTRUCTIONS TO BIDDERS**

**SUMMARY**

**1.01 RELATED DOCUMENTS**

- A. Document 001113 - Advertisement for Bids.
- B. Document 003000-Bid Modification Form
- C. Document 004100 - Bid Form.
- D. Document 004323 - Alternates Form.
- E. Document 007300 - Supplementary Conditions:

**INVITATION**

**2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of the Architect at 1420 Glacier Avenue Suite 101, Juneau, AK 99801 before 2:00 p.m. local standard time on April 12, 2024. Or submitted via email to zane@mrvarchitects.com
- B. Offers submitted after the above time will be returned to the bidder unopened.
- C. Offers will be opened publicly and read aloud at the time indicated for receipt of bids.

**2.02 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to complete new construction project named Angoon Visitor Center for a Stipulated Sum contract, in accordance with Contract Documents.
- B. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

**2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction and site development, including general construction, structural, mechanical, and electrical Work.

**2.04 CONTRACT TIME**

- A. Contract performance dates are stipulated in supplemental conditions.

**BID DOCUMENTS AND CONTRACT DOCUMENTS**

**3.01 CONTRACT DOCUMENTS IDENTIFICATION**

- A. Contract Documents are identified as EDA Award Number 07-79-07673, as prepared by Architect, and with contents as identified in the Project Manual.

**3.02 AVAILABILITY**

- A. Bid Documents may be obtained through MRV Architects at [www.mrvarchitects.com/bid-projects/](http://www.mrvarchitects.com/bid-projects/). An electronic plan holders list will be created, used for addenda and other bid purposes. To be added to the plan holders list, send request to zane@mrvarchitects.com.
- B. It will be the Bidders sole responsibility to obtain and print materials as desired from posted contract documentation.
- C. Bid Documents may also be viewed in person at the office of the Architect, 1420 Glacier Ave., Suite 101, Juneau, AK, 99801. 8:00am-5:00pm Monday-Friday.
- D. Addenda may be issued during the bidding period. All addenda will become part of the Contract Documents. Resultant costs must be included in the Bid Amount, and addenda acknowledged.

**3.03 INQUIRIES/ADDENDA**

- A. Direct questions to Zane Jones, Project Architect, telephone 907-586-1371, email; zane@mrvarchitects.com.

- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Questions affecting the contract will be responded to in writing, incorporated in addenda, and provided to all plan holders. Verbal answers are not binding on any party.

## **BID SUBMISSION**

### **4.01 SUBMISSION PROCEDURE**

- A. Submit one copy of the executed offer on the Bid Forms provided, signed, and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- B. The bid shall be delivered by the time and to the place stipulated in the Instructions to Bidders. It is the Bidder's sole responsibility to see that it's Bid is received in proper time.
- C. Bids sent by United States Post Office mail delivery will not be accepted. Bids must be delivered in person or by courier service to the address stipulated in the Instructions to Bidders.

### **4.02 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Architect, be declared unacceptable.

## **BID ENCLOSURES/REQUIREMENTS**

### **5.01 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount.
  - 2. A certified cashier's check in the amount of no less than 5% of the Bid Amount.
  - 3. The "total bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the Contract could be awarded.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. In case of refusal or failure of the Bidder to enter into said agreement, the check or Bid Bond, as the case may be, shall be forfeited to the Owner.
- G. Within 14 Days after the award of the contract, the Owner will return the bid securities accompanying unsuccessful bidders. Successful bidder securities will be held until the Agreement has been executed, then they will be returned to the bidder.
- H. If no contract is awarded, all security deposits will be returned.

### **5.02 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide a Performance bond as described in 007300 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

### **5.03 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.

3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

**5.04 BID MODIFICATION**

- A. The Bid Modification Form shall be utilized to indicate any change in intended total price to either the Base Bid work, or any alternate.
- B. The form shall be entirely filled in with all requested data and signed by the Bidder.
- C. The form shall, emailed, mailed, or hand-carried to the offices of MRV. Any Modification received less than 30 minutes prior to the bid opening shall be ignored.

**5.05 SELECTION AND AWARD**

- A. Award of a contract, if it is awarded, will be on the basis of the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed.
  1. The Owner may elect to award the contract for the Base Bid, or the Base Bid plus the Alternates, awarded in the order according to: Section 01 23 00, Alternates. Award shall be made to the responsive bidder offering the lowest total bid for the Work to be awarded.
  2. Bid prices for Alternate Work which is not awarded at execution of the agreement shall be held available for award at the discretion of the Owner, with time frame as stipulated. The bid price for alternates shall incorporate potential cost impacts for accelerated work, so that the alternate work awarded later than other contract portions can be incorporated into the Project Schedule without scheduling changes.

**OFFER ACCEPTANCE/REJECTION**

**6.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 100 days after the bid closing date.
- B. Alternate Bids shall remain open to acceptance and shall be irrevocable for a period of 100 days after the bid closing date.

**6.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

**6.03 PRODUCT SUBSTITUTIONS**

- A. The procedure for the submittal of substitute, or "or-equal," products is specified in Section 01 6000 - Product Requirements. No determinations of substitution acceptability will be made during the bid period.

**END OF SECTION**



**SECTION 003000  
BID MODIFICATION FORM**

**SUMMARY**

**1.01 RELATED DOCUMENTS**

- A. Document 00 1113 - Advertisement for Bids.
- B. Document 00 2213 - Instructions to Bidders
- C. Document 00 4100 - Bid Form.
- D. Document 00 4323 - Alternates Form.
- E. Document 00 7300 - Supplementary Conditions:

**1.02 BID MODIFICATION FORM**

- A. Following form is used for communicating any intended changes to submitted bid amounts for Base Bid or Alternate Work Instructions for use are identified in Instructions to Bidders.

**BID MODIFICATION FORM**  
**CITY OF ANGOON**  
**MRV ARCHITECTS, JUNEAU, AK 99801**  
**FAX NO. (907) 463-5544**

**NAME OF BIDDING FIRM:** \_\_\_\_\_

**RESPONSIBLE PARTY SIGNATURE (MUST BE SAME SIGNATURE AS ON BID SCHEDULE):**

\_\_\_\_\_  
**DATE:** \_\_\_\_\_

**MODIFICATION NUMBER:** \_\_\_\_\_

**NOTE: ALL MODIFICATIONS SHALL BE MADE TO THE ORIGINAL BID AMOUNT(S). IF MORE THAN ONE BID MODIFICATION FORM IS SUBMITTED BY ANY ONE BIDDER, CHANGES FROM ALL BID MODIFICATION FORMS SUBMITTED WILL BE COMBINED AND APPLIED TO THE ORIGINAL BID. CHANGES TO THE MODIFIED BID AMOUNTS WILL BE CALCULATED BY THE OWNER.**

PAY ITEM	MODIFICATION TO LUMP SUM PRICE (INDICATE +/-)
BASE BID	
ADDITIVE ALTERNATE NO. 1 (METAL ROOFING)	
ADDITIVE ALTERNATE NO. 2 (UPGRADED FLOOR FINISHES)	

**DO NOT REVEAL ORIGINAL BID AMOUNTS**

**ADDENDA**

**THE FOLLOWING ADDENDA HAVE BEEN RECEIVED. THE MODIFICATIONS TO THE BID DOCUMENTS BELOW HAVE BEEN CONSIDERED AND ALL COSTS ARE INCLUDED IN THE BID SUM.**

**ADDENDUM # 1** \_\_\_\_\_ **DATED** \_\_\_\_\_.

**ADDENDUM #2** \_\_\_\_\_ **DATED** \_\_\_\_\_.

**ADDENDUM #3** \_\_\_\_\_ **DATED** \_\_\_\_\_.

**ADDENDUM #4** \_\_\_\_\_ **DATED** \_\_\_\_\_.

**END OF SECTION**

**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

A. City of Angoon

**1.02 FOR:**

A. Angoon Visitor Center

**1.03 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

A. Bidder's Full Name \_\_\_\_\_

1. Address \_\_\_\_\_

2. City, State, Zip \_\_\_\_\_

**1.05 OFFER**

A. Having examined the documents and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by MRV Architects, including site conditions, for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Base Bid Work for the Price listed in this bid form of:

B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

**1.06 ALTERNATES BID OFFER**

A. The following amounts shall be added to the base bid to reflect the addition of identified alternate work items. See Specifications for details of work scope.

1. DEDUCTIVE ALTERNATIVE # 1 (Owner provided lumber)

a. \_\_\_\_\_ dollars

2. ADDITIVE ALTERNATIVE # 2 (Upgraded Floor Finishes)

a. \_\_\_\_\_ dollars

3. ADDITIVE ALTERNATIVE # 3 (Metal roofing)

a. \_\_\_\_\_ dollars

**1.07 ACCEPTANCE**

A. This offer shall be open to acceptance and is irrevocable for 100 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.

2. Furnish the required bonds within seven days of receipt of Notice of Award.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to

Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.08 CONTRACT TIME**

- A. If this Bid is accepted, we will:
  - 1. Perform the contract in accordance with the dates and conditions described in the Supplementary Conditions.

**1.09 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.10 BID FORM SUPPLEMENTS**

- A. The alternates Form 004323 is attached to this Bid Form and is considered and integral part.

**1.11 BID FORM SIGNATURE(S)**

- A. \_\_\_\_\_
- B. (Bidder - print the full name of your firm)
- C. \_\_\_\_\_
- D. (Authorized signing officer, Title)

**END OF SECTION**

**SECTION 007200  
GENERAL CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. SEE EXHIBIT A; AIA A101 - 2017, Insurance and bond
- B. SEE EXHIBIT B; Prevailing Davis-Bacon Wage rate determination.
- C. SEE EXHIBIT C; EDA Contracting Provisions for Construction Projects
- D. SEE EXHIBIT D; EDA "Notice of Requirements for Affirmative Action"
- E. SEE EXHIBIT E; Form CD-512, Lobbying Restriction Form
- F. SEE EXHIBIT F; EDA Site Sign Specifications

**END OF SECTION**

**SECTION 007300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.02 MODIFICATIONS TO GENERAL CONDITIONS**

- A. **COPIES OF DOCUMENTS.** The Owner shall furnish to the contractor final corrected PDF files of the conformed documents, integrating the original bid documents and addendum clarifications. Files will include PDFs for 11x17 drawings, 22x34 drawings, and 8 ½ x 11 specifications for architectural design and sheet specification for all other disciplines. All printing and utilization of the files will be the responsibility of the Contractor.
- B. **CONTRACT DURATION AND MILESTONES.** The following Contract performance dates will be required: Should Notice to Proceed not be achieved on the date indicated, all contract dates will be shifted equivalently, and as mutually agreeable.
  - 1. Bid Advertising: Feb. 9, 2024
  - 2. Bid Opening: March 7, 2024
  - 3. Contractor Notice to Proceed (by Owner): March 23, 2024
  - 4. Substantial Completion: Oct. 18, 2024 (208 days)
  - 5. Final Completion: Nov 18, 2024 (30 days)
- C. **PAYMENT RETAINAGE PROVISION:** Each monthly pay application will include a 5% reduction in calculated payment, reflecting a retainage held by the project until final completion is achieved. The total retainage value paid to the Contractor at the successful completion will include a payment of interest on the retained amount, calculated monthly based on an annual yearly interest rate of 7%.
- D. **LIQUIDATED DAMAGES.** Penalties for late completion will be assessed for each day that the project construction extends beyond the stipulated date to achieve Substantial and Final Completion, as determined by the Architect.
  - 1. In the case that the Substantial Completion date is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$150/ day until beneficial occupancy of the facility can be granted, as determined by the Architect.
  - 2. In the case that the Final Completion date is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$50/day until all work is complete.
- E. **INSURANCE AMOUNTS.** The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts:
  - 1. Workers' Compensation: Under the General Conditions as in accordance with AS 23.30.045:
  - 2. Applicable Federal (e.g., Longshore): Statutory
  - 3. Employer's Liability
    - a. Bodily Injury by Accident: \$1,000,000.00
    - b. Each Bodily Injury by Disease: \$1,000,000.00

4. Contractor agrees to waive all rights of subrogation against the Owner, and the Architect for work performed under Contract.
  5. If Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the Contract.
  6. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):
    - a. Combined Single Limit: \$3,000,000.00 Each Occurrence, \$4,000,000.00 Annual Aggregate
    - b. General Policy: \$2,000,000.00 Each Occurrence, \$3,000,000.00 Annual Aggregate
    - c. Personal Injury: \$2,000,000.00 Each Occurrence
  7. Builders Risk Insurance: Coverage for fire, natural disaster, and theft of materials and tools.
  8. Comprehensive Automobile Liability, including Owned, Hired, and Non-Owned Vehicles: Combined Single Limit, Bodily Injury: \$1,000,000.00; and Property Damage: \$100,000.00.
  9. All policies will provide for 30 days written notice prior to any cancellation or non-renewal of insurance policies required under Contract.
  10. City of Angoon shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.
  11. With regards to maintaining insurance as denoted within Article 11 of the General Conditions, add the following sentence to the end of the paragraph: Failure by the Contractor to keep such insurance in effect for the time period specified shall be deemed Defective Work and resolved in accordance with the Contract Documents.
- F. PERMITS: The Owner shall apply for, and obtain, the necessary construction permits for this project. The Contractor is responsible for scheduling and coordinating all necessary inspections and resolving on-site issues that are identified.
- G. CONTRACTOR'S WORK SCHEDULE LIMITATIONS. The Contractor shall not operate any excavators, drills, pneumatic hammer, derrick, power hoist, or conduct similar noisy construction activities before 7:00 a.m. or after 9:00 p.m., Monday through Friday, or before 8:00 a.m. or after 8:00 p.m., Saturday, or before 12:30 p.m. or after 8:00 p.m. Sunday, unless a special permit has been obtained from the City of Angoon, based upon a determination that extended hours are necessary and will not result in unreasonable disturbance to surrounding residents.
- H. USE OF PREVAILING RATES: AS 36.05.010. A contractor or subcontractor who performs work on public construction in the state as defined by AS 36.95.010 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.
- I. MAXIMUM MARKUPS FOR OVERHEAD AND PROFIT: Change Orders and cost changes developed for changed or expanded construction scope shall include a maximum of 20% added to actual costs reflecting overhead, 8% markup on subcontractors, and a maximum overall mark-up of 6% for profit.

**1.03 ADDITIONAL REQUIREMENTS**

A. Additional materials which will govern the contract of the Angoon Visitor Center are attached for use by all parties. In case of a conflict with specifications or AIA reference documents, identified EDA requirements shall supersede AIA or other specification provisions.

1. SEE EXHIBIT A: Unexecuted construction contract/agreement, AIA101
2. SEE EXHIBIT B; Prevailing Davis-Bacon Wage rate determination.
3. SEE EXHIBIT C; EDA Contracting Provisions for Construction Projects
4. SEE EXHIBIT D; EDA "Notice of Requirements for Affirmative Action"
5. SEE EXHIBIT E; Form CD-512, Lobbying Restriction Form
6. SEE EXHIBIT F; EDA Site Sign Specifications

**END OF SECTION**



# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 14 » day of « December » in the year « 2023 »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« » « City of Angoon »  
« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« » « »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« » « Angoon Visitor's Center »  
« »  
« »

The Architect:  
(Name, legal status, address and other information)

« » « MRV Architects, PC »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- « »** The date of this Agreement.
- « »** A date set forth in a notice to proceed issued by the Owner.
- « »** Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*  
 **« »**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

<< >>

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

<< >> % << >>

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

<< >>

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

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<< >>

<< >>

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<< >>

<< >>

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ « » ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

« »

\_\_\_\_\_  
(Printed name and title)



"General Decision Number: AK20230001 10/13/2023

Superseded General Decision Number: AK20220001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023
3	04/14/2023
4	05/05/2023
5	05/19/2023
6	06/23/2023
7	07/21/2023
8	08/25/2023
9	09/01/2023
10	10/13/2023

ASBE0007-006 02/27/2023

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 41.35	16.46
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 37.38	19.55

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BOIL0502-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 47.03	30.59

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BRAK0001-002 07/01/2020

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

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CARP1281-001 09/01/2022

	Rates	Fringes
CARPENTER Including Lather and Drywall Hanging.....	\$ 43.34	28.86

-----  
CARP1281-002 09/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 46.48	24.32

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CARP2520-003 09/01/2022

	Rates	Fringes
Diver		
Stand-by.....	\$ 47.65	28.32
Tender.....	\$ 46.65	28.32
Working.....	\$ 87.45	28.32
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under

pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 ELEC1547-004 04/01/2023

	Rates	Fringes
CABLE SPLICER.....	\$ 44.44	3%+28.39
ELECTRICIAN.....	\$ 44.44	3%+28.39

-----  
 ELEC1547-005 04/01/2023

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 63.44	3%+31.90
Linemen (Including Equipment Operators, Technician).....	\$ 61.29	3%+30.98
Powderman.....	\$ 61.44	3%+32.69
TREE TRIMMER.....	\$ 40.71	3%+28.05

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 ELEV0019-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.83	37.335+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

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 ENGI0302-002 04/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

GROUP 1.....	\$ 47.74	27.20
GROUP 1A.....	\$ 49.64	27.20
GROUP 2.....	\$ 46.91	27.20
GROUP 3.....	\$ 46.13	27.20
GROUP 4.....	\$ 39.42	27.20
TUNNEL WORK		
GROUP 1.....	\$ 52.51	27.20
GROUP 1A.....	\$ 54.60	27.20
GROUP 2.....	\$ 51.60	27.20
GROUP 3.....	\$ 50.74	27.20
GROUP 4.....	\$ 43.36	27.20

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

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 \* IRON0751-003 07/01/2023

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 42.99	37.38
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 42.99	37.38
FENCE, BARRIER INSTALLER....	\$ 39.49	37.38
GUARDRAIL INSTALLERS.....	\$ 40.49	37.38
GUARDRAIL LAYOUT MAN.....	\$ 40.23	37.38
HELICOPTER, TOWER.....	\$ 43.99	37.38

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 LAB00341-001 04/01/2023

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 36.00	32.56
GROUP 2.....	\$ 37.00	32.56
GROUP 3.....	\$ 37.90	32.56
GROUP 3A.....	\$ 41.78	32.56
GROUP 3B.....	\$ 47.36	28.51
GROUP 4.....	\$ 25.57	32.56
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 39.60	32.56
GROUP 2.....	\$ 40.70	32.56
GROUP 3.....	\$ 41.69	32.56
GROUP 3A.....	\$ 45.96	32.56
GROUP 3B.....	\$ 52.10	28.51

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signaller; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of

Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.



GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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 LAB00942-001 04/01/2023

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 36.00	32.56
GROUP 2.....	\$ 37.00	32.56
GROUP 3.....	\$ 37.90	32.56
GROUP 3A.....	\$ 41.78	32.56
GROUP 3B.....	\$ 47.36	28.51
GROUP 4.....	\$ 25.57	32.56
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 39.60	32.56
GROUP 2.....	\$ 40.70	32.56
GROUP 3.....	\$ 41.69	32.56
GROUP 3A.....	\$ 45.96	32.56
GROUP 3B.....	\$ 52.10	32.56

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or

Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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 PAIN1959-001 07/01/2022

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 36.08	25.45
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 36.60	25.45

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 PAIN1959-002 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 32.64	25.95
Industrial Painter.....	\$ 32.74	25.95
Taper / Paper & Vinyl Hanger.....	\$ 32.64	25.95

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 PAIN1959-003 12/01/2021

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.16	28.16

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PAIN1959-004 07/01/2019

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 28.75	14.44

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PAIN1959-006 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.37	27.25

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PLAS0528-006 04/01/2023

	Rates	Fringes
PLASTERER		
North of the 63rd parallel..	\$ 44.43	22.13
South of the 63rd parallel..	\$ 44.43	22.13

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PLAS0528-007 04/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
North of the 63rd parallel..	\$ 44.43	22.13
South of the 63rd parallel..	\$ 44.43	22.13

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PLUM0262-002 01/01/2023

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.50	27.62

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PLUM0367-002 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.00	27.95

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\* PLUM0375-002 07/01/2023

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 46.86	32.50
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PLUM0669-002 04/01/2023		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 54.01	30.22
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ROOF0189-006 04/01/2023		

	Rates	Fringes
ROOFER.....	\$ 47.62	18.53
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SHEE0023-003 07/01/2023		

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.05	29.41
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SHEE0023-004 07/01/2023		

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 51.93	30.16
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TEAM0959-003 04/01/2023		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 46.84	24.33
GROUP 1A.....	\$ 48.19	24.33
GROUP 2.....	\$ 45.51	24.33
GROUP 3.....	\$ 44.64	24.33
GROUP 4.....	\$ 44.02	24.33
GROUP 5.....	\$ 43.22	24.33

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached

trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type

Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in



the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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**U. S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS  
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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## 1. **DEFINITIONS**

*Agreement* – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

*Architect/Engineer* - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

*Contract* – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

*Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

*Contractor* – The individual or entity with whom the Owner has entered into the Agreement.

*Drawings or Plans* – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

*EDA* - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

*Owner* – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

*Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

*Recipient* – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

*Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

*Subcontractor* – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

*Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## 2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

## 3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.



9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**  
**(as required by section 602 of PWEDA)**

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.



16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek 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 hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

Economic Development Administration  
Contracting Provisions for Construction Projects

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

- (a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.
- (b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- (c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.
- (e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- (f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

## 21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

## 22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not



including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Economic Development Administration Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

*See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.*

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Timetables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
	%	<b>6.9%</b>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of \_\_\_\_\_

County of \_\_\_\_\_

City of \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

## EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

### EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “EDA Grant Recipient” in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

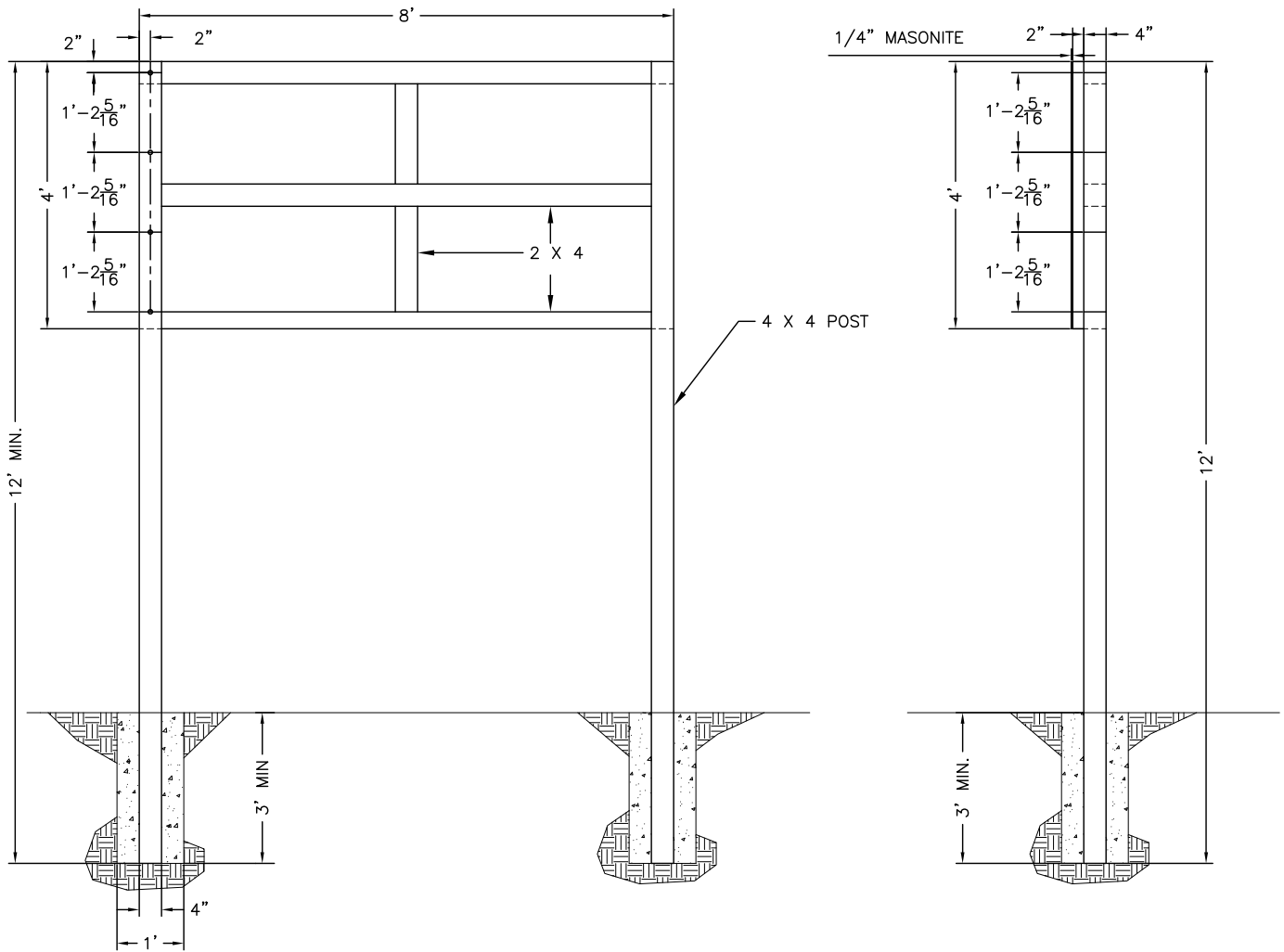
“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT  
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use Univers™ 55 Oblique - *Univers 55*

(Name of) “EDA Grant Recipient” use Univers™ Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A  
MASONITE SIGN  
SCALE: 3/8" = 1'

PROJECT - SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION





# EDA

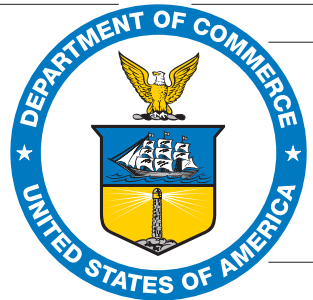
U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

*In partnership with*

**<EDA Grant Recipient Name>**



Black  
Blue= PMS300  
Gold= PMS7406



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

*In partnership with*

**<EDA Grant Recipient Name>**

2.25"

13.5"

1.75"

1.75"

10"

2.0"

1.5"

4.0"

3.0"

3.0"

3.75"

15.0"

48"



**AIA**<sup>®</sup>

# Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

**BOND AMOUNT:**

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(Contractor as Principal)* *(Seal)*  
*(Witness)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)* *(Seal)*  
*(Witness)*

\_\_\_\_\_  
*(Title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**SECTION 011000  
SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: Angoon Visitor Center
- B. Owner's Name: City Of Angoon.
- C. Architect's Name: MRV Architects.
- D. The Project consists of the construction of Angoon Visitor Center.

**1.02 PROJECT DESCRIPTION**

- A. A single construction contract will be entered between the Contractor and the City of Angoon to perform new construction of a visitor center.

The Contractor may develop a construction approach and sequence that works beneficially for the project, with flexibility afforded the contractor on site access, staging, and sequence of work operations, so long as stipulated dates for completion are met.

The work will include a new facility containing a café, artist space, and interpretive areas. See full drawings and specifications for complete work items.

The project will be located on a lot with existing utilities. Work will consist of site grading, installation of utilities and construction of a new visitor center facility.

Structural rock fill will be available for purchase from the city. D1, 3 inch minus and 6 inch minus is planned and is available at \$40 per cubic yard for D1 and \$32 per cubic yard for the 3" and 6"

A 5-yard dump truck, backhoe and small excavator will be available to use by the city as a contribution to the project. The city will charge a small maintenance fee to use the equipment and local operators are available for hire.

Housing for workers will be available in a 3 bedroom unit from the Chatham School District and will be available for a monthly cost, approximately \$2,500 a month. Unit can house up to 4 crew members and will be available June 1<sup>st</sup>, 2024 through the project.

**1.03 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 005200 - Agreement Form.

**1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings. Care will be taken to minimize disruption to adjoining residential properties.
- B. Arrange use of site and premises to allow unimpeded access to the site and premises by the Owner after Substantial Completion.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

**1.05 GOVERNING CODES**

General: International Building Code, 2021

Electrical: National Electric Code, 2021

Mechanical: International Mech Code, 2021

- A. Plumbing: UPC 2015, and as amended by 8 AAC 63.010

- B. Fire: IFC 2012
- C. Energy: ASHRAE 90.1

**END OF SECTION**

**SECTION 012300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.

**1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on the Bid Form will be reviewed and accepted in this order:
  - 1. Deductive Alternate 1, owner provided lumber. Owner provided architectural lumber to include siding, interior finishes, fascias, trim, and columns. See A001 for complete lumber cut sheet.
  - 2. Alternate 2, Upgraded architectural finishes. Upgraded finishes to include a 3'-6" wood wainscot in the café area. See drawings for wainscot locations. Carpet flooring in the interpretive area and area. See drawings for extent of carpet. Carpet flooring approximately 742sf. See specification for carpet. ½", 1' -0" clear fir ply kick plate under bar.
  - 3. Alternate 3, Metal standing seam roof. 1" standing seam metal roofing system installed with snow guards in lieu of asphalt roofing tiles. Metal roofing system per spec. section.
- B. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.03 RELATED REQUIREMENTS**

- A. Document 002113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 004323 - Alternates Form: List of Alternates as supplement to Bid Form.

**END OF SECTION**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**2.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

**2.02 RESOLUTION**

- A. The architect or engineer may request additional information as they determine relevancy.

**2.03 ACCEPTANCE**

- A. If n the sole opinion of the Architect or Engineer the requested substitution fully meet the contract intent, it will be accepted.

**END OF SECTION**

**SECTION 016000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

**1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 016116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 016116.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 012500 - Substitution Procedures.

**3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

**3.03**

**STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**



**SECTION 030516  
UNDERSLAB VAPOR BARRIER**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sheet vapor barrier under concrete slabs on grade.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Preparation of subgrade, granular fill, placement of concrete.

**1.03 REFERENCE STANDARDS**

- A. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs 2018a.
- B. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs 2017 (Reapproved 2023).

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Underslab Vapor Barrier:
  - 1. Water Vapor Permeance: Not more than 0.010 perms (0.6 ng/(s m<sup>2</sup> Pa)), maximum.
  - 2. Thickness: 10 mils (\_\_\_\_ mm).
  - 3. Basis of Design:
    - a. Stego Industries LLC; Stego Wrap Vapor Barrier (15-mil): [www.stegoindustries.com/#sle](http://www.stegoindustries.com/#sle).
- B. Accessory Products: Vapor barrier manufacturer's recommended tape, adhesive, mastic, etc., for sealing seams and penetrations in vapor barrier.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that surface over which vapor barrier is to be installed is complete and ready before proceeding with installation of vapor barrier.

**3.02 INSTALLATION**

- A. Install vapor barrier in accordance with manufacturer's instructions and ASTM E1643.
- B. Install vapor barrier under interior slabs on grade; lap sheet over footings and seal to foundation walls.
- C. Lap joints minimum 6 inches (150 mm).
- D. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions.
- E. No penetration of vapor barrier is allowed except for reinforcing steel and permanent utilities.
- F. Repair damaged vapor retarder before covering with other materials.

**END OF SECTION**

**SECTION 033511  
CONCRETE FLOOR FINISHES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface treatments for concrete floors and slabs.
- B. Concrete stains and dyes.
- C. Clear coatings.
- D. Clear penetrating sealers.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Finishing of concrete surface to tolerance; floating, troweling, and similar operations; curing.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with concrete floor placement and concrete floor curing.

**1.04 QUALITY ASSURANCE**

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's sealed packaging, including application instructions.

**1.06 FIELD CONDITIONS**

- A. Maintain light level equivalent to a minimum 200 W light source at 8 feet (2.5 m) above the floor surface over each 20 foot (6 m) square area of floor being finished.
- B. Do not finish floors until interior heating system is operational.
- C. Maintain ambient temperature of 50 degrees F (10 degrees C) minimum.

**1.07 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two-year period commencing on the Date of Substantial Completion.
- C. Manufacturer Warranty: Provide two-year manufacturer warranty for \_\_\_\_\_ commencing on the Date of Substantial Completion.
- D. Finish Warranty: Provide five-year manufacturer warranty against excessive degradation of finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

**PART 2 PRODUCTS**

**2.01 CONCRETE FLOOR FINISH APPLICATIONS**

- A. Unless otherwise indicated, all concrete floors are to be finished using penetrating sealer.
- B. Concrete Stain:
  - 1. Use at following locations: As indicated on drawings..
- C. Clear Coating:
  - 1. Use at following locations: All locations..

**2.02 COATINGS**

- A. Concrete Stain or Dye: Translucent, penetrating compound for interior or exterior use; must be finished with a topical sealer.
  - 1. Number of Coats: Minimum of two.
  - 2. Primary Color: Coronado, in a formulation to match approved mock-up.
  - 3. Application:
    - a. Primary Color: Spray applied.
  - 4. Composition: Water-based, nonreactive.

- a. Products:
  - 1) Behr, Premium Solid Color Concrete Stain, basis of design.
- B. High Gloss Clear Coating: Transparent, nonyellowing, acrylic polymer-based coating.
  - 1. Composition: Solvent-based.
- C. Low Gloss Clear Coating: Transparent, nonyellowing, acrylic polymer-based coating.
  - 1. Composition: Solvent-based.
- D. Clear Coating: Clear coating recommended by manufacturer for finishing concrete floors and slabs.
  - 1. Gloss: Matte.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that floor surfaces are acceptable to receive the work of this section.
- B. Verify that flaws in concrete have been patched and joints filled with methods and materials suitable for further finishes.

#### **3.02 GENERAL**

- A. Apply materials in accordance with manufacturer's instructions.

#### **3.03 COATING APPLICATION**

- A. Verify that surface is free of previous coatings, sealers, curing compounds, water repellents, laitance, efflorescence, fats, oils, grease, wax, soluble salts, residues from cleaning agents, and other impediments to adhesion.
- B. Verify that water vapor emission from concrete and relative humidity in concrete are within limits established by coating manufacturer.
- C. Protect adjacent non-coated areas from drips, overflow, and overspray; immediately remove excess material.
- D. Apply coatings in accordance with manufacturer's instructions, matching approved mock-ups for color, special effects, sealing and workmanship.

**END OF SECTION**

**SECTION 062000  
FINISH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Interior Finish carpentry items.
- B. Wood door frames, glazed frames.
- C. Wood casings and moldings.
- D. Hardware and attachment accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 081416 - Flush Wood Doors.
- B. Section 099123 - Interior Painting: Painting of finish carpentry items.

**1.03 REFERENCE STANDARDS**

- A. NHLA G-101 - Rules for the Measurement and Inspection of Hardwood and Cypress; 2023.
- B. PS 1 - Structural Plywood; 2023.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with plumbing rough-in, electrical rough-in, installation of associated and adjacent components.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Samples: Submit two samples of finish plywood, 6x6 inch illustrating wood grain and specified finish.
- C. Samples: Submit two samples of wood trim 6 inch long.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver factory-fabricated units to project site in original packages, containers or bundles bearing brand name and identification.
- B. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.
- C. Protect from moisture damage.
- D. Handle materials and products to prevent damage to edges, ends, or surfaces.

**PART 2 PRODUCTS**

**2.01 FINISH CARPENTRY ITEMS**

- A. Interior Woodwork Items:
  - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Clear Western Hemlock; prepare for clear polyurethane finish.
  - 2. Door Frames: Clear Western Hemlock.
  - 3. Window Sills: Clear Western Hemlock.
  - 4. Suspended Wood Ceiling System: Live edge spruce, kiln dried, clear poly finish when moisture reading <9%.

**2.02 LUMBER MATERIALS**

- A. Softwood Lumber: Spruce species, plain sawn, maximum moisture content of 9 percent; with vertical grain, of quality suitable for transparent finish.
  - 1. Grading: In accordance with rules certified by ALSC; [www.alsc.org](http://www.alsc.org).
- B. Hardwood Lumber: Western Hemlock species, plain sawn, maximum moisture content of 11 percent ; with vertical grain , of quality suitable for transparent finish.

1. Grading: In accordance with NHLA G-101 Grading Rules; [www.nhla.org](http://www.nhla.org).

### **2.03 SHEET MATERIALS**

- A. Softwood Plywood, Exposed to View: Face species as indicated, plain sawn, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
  1. Grading: Certified by the American Plywood Association.

### **2.04 ACCESSORIES**

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Lumber for Shimming and Blocking: Softwood lumber of Doug Fir species.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

### **2.05 HARDWARE**

- A. Countertop Support Brackets: Fixed, L-shaped, corner reinforced, face-of-stud mounting.
  1. Material: Steel.
    - a. Finish: Manufacturer's standard, factory-applied, textured powder coat.
    - b. Color: Black.
  2. Products:
    - a. Substitutions: See Section 016000 - Product Requirements.
- B. Vanity Brackets: Fixed, ADA-Compliant, face-of-stud mounting.
  1. Material: Steel; formed compound shapes.
    - a. Finish: Manufacturer's standard, factory-applied, textured powder coat.
    - b. Color: Black.
  2. Support Length: 21-1/2 inches (546 mm).
  3. Products:
    - a. A&M Hardware, Inc; ADA Vanity Brackets: [www.aandmhardware.com/#sle](http://www.aandmhardware.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.

### **2.06 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

### **3.02 INSTALLATION**

- A. Set and secure materials and components in place, plumb and level.
- B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

### **3.03 SITE APPLIED WOOD TREATMENT**

- A. Apply finish in accordance with manufacturer's instructions.
- B. Brush apply two coats of finish treatment on wood in contact with cementitious materials. Treat site-sawn cuts.
- C. Allow finish to dry prior to erecting members.

### **3.04 PREPARATION FOR SITE FINISHING**

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 099113 and 099123.

**3.05 TOLERANCES**

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

**END OF SECTION**

**SECTION 064100  
ARCHITECTURAL WOOD CASEWORK**

**PART 2 PRODUCTS**

**1.01 CABINETS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

**1.02 WOOD-BASED COMPONENTS**

- A. Wood fabricated from old growth timber is not permitted.

**1.03 FABRICATION**

**END OF SECTION**

**SECTION 072100  
THERMAL INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Board insulation at perimeter foundation wall, underside of floor slabs, and exterior wall behind cedar plank wall finish.
- B. Batt insulation and vapor retarder in exterior wall, ceiling, and roof construction.
- C. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

**1.02 RELATED REQUIREMENTS**

- A. Section 072600 - Vapor Retarders: Separate vapor retarder materials.

**1.03 DEFINITIONS**

- A. Mineral Fiber Material Composition: Insulation referred to as mineral fiber block, board, and blanket insulation is composed of fibers from mineral based substances such as rock, slag, or glass and processed from the molten state into fibrous form.
  - 1. Based on type of insulation substance, the material will be referred to as a mineral fiber when having a rock or slag base, and glass fiber with a glass or silica sand base, also considered a mineral.
  - 2. Insulation blankets are flexible units consisting of felted, bonded, or unbonded fibers formed into rolls or flat cut pieces referred to as batts; rolls are simply longer versions of batts.
  - 3. For additional information about mineral fiber and the various classification types, refer to the following reference standards; ASTM C553, ASTM C612, ASTM C665, and ASTM C726.

**1.04 REFERENCE STANDARDS**

- A. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications 2013 (Reapproved 2019).
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation 2023.
- C. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation 2014 (Reapproved 2019).
- D. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2023.
- E. ASTM C726 - Standard Specification for Mineral Wool Roof Insulation Board 2017.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.
- G. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 °C 2022.

**PART 2 PRODUCTS**

**2.01 APPLICATIONS**

- A. Insulation Under Concrete Slabs: Extruded polystyrene (XPS) board.
- B. Insulation at Perimeter of Foundation: Extruded polystyrene (XPS) board.
- C. Insulation Over Wood Stud Framed Walls, Continuous: Extruded polystyrene (XPS) board.
- D. Insulation in Wood Framed Walls: Batt insulation with separate vapor retarder.
- E. Insulation in Wood Framed Ceiling Structure: Batt insulation with separate vapor retarder.
- F. Insulation Above Lay-In Acoustical Ceilings: Batt insulation with no vapor retarder.



## **2.02 FOAM BOARD INSULATION MATERIALS**

- A. Extruded Polystyrene (XPS) Board Insulation: Comply with ASTM C578 with either natural skin or cut cell surfaces.
  - 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
  - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
  - 3. Type and Thermal Resistance, R-value (RSI-value): Type IV, 5.0 (0.88), minimum, per 1 inch (25.4 mm) thickness at 75 degrees F (24 degrees C) mean temperature.
  - 4. Board Edges: Square.
  - 5. Type and Water Absorption: Type XII, 0.3 percent by volume, maximum, by total immersion.

## **2.03 MINERAL FIBER BLANKET INSULATION MATERIALS**

- A. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
  - 1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
  - 2. Thermal Resistance: R-value (RSI-value) of 20 (\_\_\_\_\_).

## **2.04 ACCESSORIES**

- A. Sheet Vapor Retarder: See Section 072600.
- B. Flashing Tape: Special reinforced film with high performance adhesive.
  - 1. Application: Window and door opening flashing tape.
  - 2. Width: As required for application.
- C. Sill Plate Sealer: Closed-cell foam tape with rubberized adhesive membrane; bridges gap between foundation structure and sill plate or skirt board.
  - 1. Width: 5-1/2 inches (140 mm).
  - 2. Ultraviolet (UV) and Weathering Resistance: Approved in writing by manufacturer for up to 30 days of weather exposure.
- D. Tape joints of rigid insulation in accordance with roofing and insulation manufacturers' instructions.
- E. Rigid Insulation Pronged Attachment Washers: Solid plastic cap washer with prongs and flexible perimeter seal attached with screws to substrate for attachment of rigid insulation and to help seal against air and moisture penetration through weather barrier assembly.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

### **3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER**

- A. Adhere a 6 inches (152 mm) wide strip of polyethylene sheet over construction, control, and expansion joints with double beads of adhesive each side of joint.
  - 1. Tape seal joints.
- B. Apply adhesive to back of boards:
- C. Install boards horizontally on foundation perimeter.
  - 1. Place boards to maximize adhesive contact.
  - 2. Butt edges and ends tightly to adjacent boards and to protrusions.
- D. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

### **3.03 BOARD INSTALLATION AT EXTERIOR WALLS**

- A. Install boards horizontally on walls.

B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

**3.04 BOARD INSTALLATION UNDER CONCRETE SLABS**

A. Place insulation under slabs on grade after base for slab has been compacted.

B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

C. Prevent insulation from being displaced or damaged while placing vapor retarder and placing slab.

**3.05 BATT INSTALLATION**

A. Install insulation and vapor retarder in accordance with manufacturer's instructions.

B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.

C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.

D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

E. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches (152 mm) on center. Lap and seal sheet retarder joints over face of member.

F. Tape seal tears or cuts in vapor retarder.

G. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane; tape seal in place.

H. Coordinate work of this section with requirements for vapor retarder, see Section 072600.

**3.06 PROTECTION**

A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

**SECTION 072500  
WEATHER BARRIERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Water-resistive barriers.

**1.02 RELATED REQUIREMENTS**

- A. Section 061000 - Rough Carpentry: Water-resistive barrier under exterior cladding.
- B. Section 076200 - Sheet Metal Flashing and Trim: Metal flashings installed in conjunction with weather barriers.

**1.03 DEFINITIONS**

- A. Weather Barriers: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Water-Resistive Barrier: A material behind an exterior wall covering that is intended to resist liquid water that has penetrated behind the exterior covering from further intruding into the exterior wall assembly.

**1.04 REFERENCE STANDARDS**

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.
- B. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).

**PART 2 PRODUCTS**

**2.01 WATER-RESISTIVE BARRIER MATERIALS**

- A. Water-Resistive Barrier.
  - 1. Water Vapor Permeance: 45 perms ( $\frac{\text{ng}}{\text{Pa s sq m}}$ ), minimum, when tested in accordance with ASTM E96/E96M using Procedure A - Desiccant Method, at 73.4 degrees F (23 degrees C).
  - 2. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 3 months of weather exposure.
  - 3. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, Class A when tested in accordance with ASTM E84.
  - 4. Seam and Perimeter Tape: As recommended by sheet manufacturer.
  - 5. Products:
    - a. Basis of design: Vaproshield, WrapShield SA.
    - b. Substitutions: See Section 016000 - Product Requirements.

**2.02 ACCESSORIES**

- A. Sealants, Tapes, and Accessories Used for Sealing Water-Resistive Barrier and Adjacent Substrates: As indicated or complying with water-resistive barrier manufacturer's installation instructions.
- B. Sealant for Cracks and Joints In Substrates: Resilient elastomeric joint sealant compatible with substrates and weather barrier materials.
  - 1. Application: Apply at 30 to 40 mil, 0.030 to 0.040 inch (0.76 to 1.02 mm) nominal thickness.
  - 2. Color: Green.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that surfaces and conditions comply with requirements of this section.

### **3.02 PREPARATION**

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's installation instructions.

### **3.03 INSTALLATION**

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Water-Resistive Barriers: Install continuous water-resistive barrier over surfaces indicated, with sheets lapped to shed water but with seams not sealed.
- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.
- D. Mechanically Fastened Exterior Sheets:
  - 1. Install sheets shingle-fashion to shed water, with seams aligned horizontal.
  - 2. Overlap seams as recommended by manufacturer.
  - 3. Overlap at outside and inside corners as recommended by manufacturer.
  - 4. Install water-resistive barrier over jamb flashings.
  - 5. Install head flashings under water-resistive barrier.
  - 6. At framed openings with frames having nailing flanges, extend sheet into opening and over flanges; at head of opening, seal sheet over flange and flashing.
- E. Self-Adhered Sheets:
  - 1. Prepare substrate in accordance with sheet manufacturer's installation instructions; fill and tape joints in substrate and between dissimilar materials.
  - 2. Lap sheets shingle-fashion to shed water and seal laps airtight.
  - 3. Upon placement of sheets, firmly press onto substrate with resilient hand roller; ensure that laps are firmly adhered with no gaps or fishmouths.
  - 4. Use same material, or other material approved by sheet manufacturer, to seal sheets to adjacent substrates, and as flashing.
  - 5. At expansion joints, provide transition to joint assemblies approved by sheet manufacturer.
- F. Openings and Penetrations in Exterior Water-Resistive Barriers:
  - 1. Install flashing over sills, covering entire sill framing member, and extend at least 5 inches (127 mm) onto water-resistive barrier and at least 6 inches (152 mm) up jambs; mechanically fasten stretched edges.
  - 2. At openings filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches (100 mm) wide; do not seal sill flange.
  - 3. At openings filled with nonflanged frames, seal water-resistive barrier to each side of framing at opening using flashing at least 9 inches (230 mm) wide, and covering entire depth of framing.
  - 4. At head of openings, install flashing under water-resistive barrier extending at least 2 inches (50 mm) beyond face of jambs; seal water-resistive barrier to flashing.
  - 5. At interior face of openings, seal gaps between window and door frames and rough framing using appropriate joint sealant over backer rod.
  - 6. Service and Other Penetrations: Form flashing around penetrating items and seal to surface of water-resistive barrier.

### **3.04 PROTECTION**

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

**END OF SECTION**

**SECTION 072600  
VAPOR RETARDERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Vapor retarders.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.

**1.03 DEFINITIONS**

- A. Vapor Retarder: Airtight barrier made of material that is relatively water vapor impermeable, to degree specified, with seams and joints sealed to adjacent surfaces.
- B. Vapor Retarder Class: A measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class is defined using Procedure A, Desiccant Method at 73 degrees F (23 degrees C) and 50 percent Relative Humidity (RH), in accordance with ASTM E96/E96M and ICC (IBC)-2018, as follows:
  - 1. Class I: 0.1 perm or less.
  - 2. Class II: Greater than 0.1 perm to 1.0 perm.
  - 3. Class III: Greater than 1.0 perm to 10 perms.

**1.04 REFERENCE STANDARDS**

- A. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications 2016 (Reapproved 2023).
- B. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).
- C. ICC (IBC)-2018 - International Building Code 2018.

**1.05 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by materials manufacturers before, during, and after installation.

**PART 2 PRODUCTS**

**2.01 VAPOR RETARDERS**

- A. Underslab Vapor Retarders: See Section 033000.
- B. Vapor Retarder Sheet: Polyethylene sheeting complying with ASTM D4397, clear colored.
  - 1. Thickness: 6 mil, \_\_\_ inch (\_\_\_ mm), nominal.

**2.02 ACCESSORIES**

- A. Sealants, Tapes, and Accessories for Sealing Vapor Retarder and Adjacent Substrates: As indicated, complying with vapor retarder manufacturer's installation instructions.
- B. Sill Plate Sealer: Closed-cell foam tape with rubberized adhesive membrane; bridges gap between foundation structure and sill plate or skirt board.
  - 1. Width: 5-1/2 inches (140 mm).
  - 2. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 30 days of weather exposure.
- C. Vapor Retarder Tape: Coated polyester film with acrylic adhesive backing; pressure sensitive.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that surfaces and conditions comply with requirements of this section.

**3.02 PREPARATION**

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

**3.03 INSTALLATION**

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Vapor Retarders: Install continuous airtight barrier over surfaces indicated, with sealed seams and sealed joints to adjacent surfaces.
- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.
- D. Mechanically Fastened Sheets - Vapor Retarder On Interior:
  - 1. When insulation is installed within assembly, install vapor retarder over insulation.
  - 2. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, providing an airtight seal.
  - 3. Locate laps at framing members; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet in shingle fashion to shed water.
  - 4. Seal entire perimeter to structure, window and door frames, and other penetrations.
  - 5. Where conduits, pipes, wires, ducts, outlet boxes, and other items are installed within insulation cavity, pass vapor retarder sheet behind these items and over insulation to maintain airtight seal.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Owner's Inspection and Testing: Cooperate with Owner's testing agency.
  - 1. Allow access to work areas and staging.
  - 2. Notify Owner's testing agency in writing of schedule for work of this section to allow sufficient time for testing and inspection.
  - 3. Do not cover work of this section until testing and inspection is accepted.
- C. Take digital photographs of each portion of installation prior to covering up vapor retarders.

**END OF SECTION**

**SECTION 073113  
ASPHALT SHINGLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Asphalt shingle roofing.
- B. Flexible sheet membranes for eave protection, underlayment, and valley protection.
- C. Metal flashing.

**1.02 REFERENCE STANDARDS**

- A. ASTM D3462/D3462M - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules 2023.
- B. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings 2020a.
- C. ASTM F1667/F1667M - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples 2021a.
- D. NRCA (RM) - The NRCA Roofing Manual 2023.

**1.03 QUALITY ASSURANCE**

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store materials with labels intact in manufacturer's unopened packaging until ready for installation.
- B. When storing roofing materials on roofing system ensure that no damage occurs to supporting members and other materials.

**1.05 FIELD CONDITIONS**

- A. Do not install shingles, eave protection membrane, underlayment, or \_\_\_\_\_ when surface, ambient air, wind chill, or \_\_\_\_\_ temperatures are below 45 degrees F (7 degrees C).

**1.06 WARRANTY**

- A. Provide 5-year manufacturer's warranty for wind damage.
- B. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Asphalt Shingles:
  - 1. Malarkey Roofing Products; Legacy Shingle: [www.malarkeyroofing.com](http://www.malarkeyroofing.com).

**2.02 ASPHALT SHINGLES**

- A. Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D3462/D3462M.
  - 1. Fire Resistance: Class A, complying with ASTM E108.

**2.03 ACCESSORIES**

- A. Roofing Nails: Standard round wire shingle type, galvanized steel, stainless steel, aluminum roofing nails, or copper roofing nails, minimum 3/8-inch (9.5 mm) head diameter, 12-gauge, 0.109-inch (2.77 mm) nail shank diameter, 1-1/2 inches (38 mm) long and complying with ASTM F1667/F1667M.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Ridge Vent: Metal Sales; Eco-Perf Ridge Vent

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions prior to starting this work.
- B. Verify that roof deck is of sufficient thickness to accept fasteners.
- C. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- D. Verify roof openings are correctly framed.
- E. Verify deck surfaces are dry, free of ridges, warps, or voids.

### **3.02 PREPARATION**

- A. Seal roof deck joints wider than 1/16 inch (1.5 mm) as recommended by shingle manufacturer.
- B. At areas where eave protection membrane is to be adhered to substrate, fill knot holes and surface cracks with latex filler.
- C. Broom clean deck surfaces before installing underlayment or eave protection.
- D. Protect surrounding areas and adjacent surfaces from damage during execution of this work.
- E. Install eave edge flashings tight with fascia boards, weather lap joints 6" inches (\_\_\_\_ mm) and seal with roof cement, and secure flange with nails spaced 16 inches (\_\_\_\_ mm) on center.

### **3.03 INSTALLATION**

- A. Eave Protection Membrane:
  - 1. Install eave protection membrane from eave edge to minimum 48 inches (1,220 mm) up-slope beyond interior face of exterior wall.
- B. Underlayment:
  - 1. Roof Slopes Up to 4:12: Install two layers of underlayment over area not protected by eave protection, with ends and edges weather lapped minimum 4 inches (100 mm); stagger end laps of each consecutive layer and nail in place.
  - 2. Weather lap and seal watertight with plastic cement any items projecting through or mounted on roof.
- C. Valley Protection:
  - 1. At Exposed Valleys: Install one layer of sheet metal flashing, minimum 24 inches (600 mm) wide, centered over open valley and crimped to guide water flow. Weather lap joints minimum 2-inch (50 mm) wide band of lap cement along each edge of first layer, press roll roofing into cement, and nail in place minimum 18 inches (450 mm) on center and 1 inch (25 mm) from edges.
  - 2. At Exposed Valleys: Install minimum 36-inch (900 mm) wide roll roofing with mineral surface side up centered over first layer of protection. Apply 4-inch (100 mm) wide band of lap cement along each edge of first layer, press roll roofing into cement, nail in place minimum 18 inches (450 mm) on center and 1 inch (25 mm) from edges.
- D. Metal Flashing:
  - 1. Weather lap joints minimum 2 inches (50 mm) and seal weather tight with plastic cement.
  - 2. Secure in place with nails at \_\_\_\_ inches (\_\_\_\_ mm) on center, and conceal fastenings.
  - 3. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.
- E. Shingles:
  - 1. Install shingles in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
    - a. Fasten individual shingles using two nails per shingle, or as required by manufacturer and local building code, whichever is greater.
    - b. Fasten strip shingles using four nails per strip, or as required by manufacturer and local building code, whichever is greater.



2. Place shingles in straight coursing pattern with 5-inch (125 mm) weather exposure to produce double thickness over full roof area, and provide double course of shingles at eaves.
3. Project first course of shingles 3/4 inch (19 mm) beyond fascia boards.
4. Extend shingles 1/2 inch (13 mm) beyond face of gable edge fascia boards.
5. Complete installation to provide weathertight service.

**3.04 CLEANING**

- A. See Section 017000 - Execution and Closeout Requirements for additional requirements.
- B. Clean exposed work upon completion of installation; remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to finish.

**3.05 PROTECTION**

- A. Do not permit traffic over finished roof surface; protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged asphalt shingles or accessories before Date of Substantial Completion.

**END OF SECTION**

**SECTION 074113  
METAL ROOF PANELS**

**PART 1 GENERAL**

**1.01 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- B. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference 2005 (Reapproved 2017).

**1.02 DELIVERY, STORAGE, AND HANDLING**

- A. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Architectural Metal Roof Panel Manufacturers:
  - 1. Metal-Sales; <https://www.metalsales.us.com/>

**2.02 PERFORMANCE REQUIREMENTS**

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
  - 1. Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed L/180 of span length(L) when tested in accordance with ASTM E1592.
  - 2. Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
  - 3. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 100 degrees F (56 degrees C).

**2.03 METAL ROOF PANELS**

- A. Metal Roof Panels: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
  - 1. Steel Panels:
    - a. Zinc-coated steel complying with ASTM A653/A653M; minimum G60 (Z180) galvanizing.
    - b. Steel Thickness: Minimum 24 gauge, 0.024 inch (0.61 mm).
  - 2. Profile: Standing seam, with minimum 1-inch (25.4 mm) seam height; concealed fastener system for field seaming with special tool.
  - 3. Texture: Smooth, with intermediate ribs for added stiffness.
  - 4. Width: Maximum panel coverage of 24 inches (610 mm).

**2.04 ATTACHMENT SYSTEM**

- A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

**2.05 ACCESSORIES**

- A. Miscellaneous Sheet Metal Items: Provide flashings, trim, moldings, closure strips, preformed crickets, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.

- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
  - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
  - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
- D. Underlayment: Basis of Design: Grace "Ice and Water Shield"

**END OF SECTION**

**SECTION 076200  
SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, sheet metal roofing, exterior penetrations, \_\_\_\_\_, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.

**1.02 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 SHEET MATERIALS**

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch (0.61 mm) thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 22-gauge, \_\_\_-inch (\_\_\_ mm) thick base metal, shop pre-coated with PVDF coating.
  - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
  - 2. Color: As indicated on drawings.

**2.02 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

**2.03 GUTTERS AND DOWNSPOUTS**

- A. Gutters: Profile as indicated.

- B. Gutters and Downspouts: Size for rainfall intensity determined by a storm occurrence of 1 in 5 years in accordance with SMACNA (ASMM).
- C. Accessories: Profiled to suit gutters and downspouts.
  - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
  - 2. Gutter Supports: Brackets.
  - 3. Downspout Supports: Brackets.
- D. Seal metal joints.

**2.04 EXTERIOR PENETRATION FLASHING PANELS**

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

**2.05 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Underlayment: "Grace" Ice & Water Sheild.
- C. Primer Type: Zinc chromate.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- F. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

**3.02 INSTALLATION**

- A. Comply with drawing details.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.
- F. Secure gutters and downspouts in place with concealed fasteners.
- G. Slope gutters 1/4 inch per 10 feet (2.1 mm per m), minimum.

**END OF SECTION**

**SECTION 081416  
FLUSH WOOD DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Flush wood doors; flush configuration; non-rated.

**1.02 RELATED REQUIREMENTS**

- A. Section 062000 - Finish Carpentry: Wood door frames.

**1.03 REFERENCE STANDARDS**

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- D. Samples: Submit two samples of door veneer, 6 by 6 inches, illustrating wood grain, stain color, and sheen.
- E. Warranty, executed in Owner's name.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.

**1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide manufacturer's warranty on interior doors for the life of the installation. Complete forms in Owner's name and register with manufacturer.
  - 1. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Wood Veneer Faced Doors:
  - 1. Basis of Design; Lynden Door; [www.lyndendoor.com](http://www.lyndendoor.com).
  - 2. Substitutions: See Section 016000 - Product Requirements.

**2.02 DOORS AND PANELS**

- A. Doors: See drawings for locations and additional requirements.
  - 1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.
  - 1. Provide solid core doors at each location.
  - 2. Wood veneer facing with factory transparent finish.

### **2.03 DOOR AND PANEL CORES**

- A. Fire Rated Doors: Mineral core type, with fire resistant composite core (FD), plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.
- B. Door Core Construction: Engineered hardwood composite lumber LSL Type SCLC-5 (SCLC-7 not acceptable) at all non-rated and rated doors. 5-ply with stiles and rails bonded to core, then entire unit abrasive planed before faces and crossbands are applied.
- C. Top and bottom edges: Mill option hardwood.
- D. Vertical Edges: Mill option hardwood.
- E. Thickness: 1 3/4 inches, unless noted otherwise.
- F. Top rail of doors with glass shall not be less than 8 inches to glazing.

### **2.04 DOOR FACINGS**

- A. Veneer Facing for Transparent Finish: Natural birch, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), running match of spliced veneer leaves assembled on door or panel face.

### **2.05 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
- C. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- D. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- E. Provide edge clearances in accordance with the quality standard specified.

### **2.06 FINISHES - WOOD VENEER DOORS**

- A. Factory finish doors in accordance with approved sample.
- B. Rated and non-rated doors shall comply with tolerance requirements of NFPA 80 for prefitting. Machine doors for hardware requiring cutting of doors. Comply with final hardware schedules and door frame shop drawings and with hardware templates and other essential information required to ensure proper fit of doors and hardware.
  - 1. Top and hinge edges: 1/8-inch maximum.
  - 2. Single door, lock edge: 1/8-inch maximum.
  - 3. Pair meeting edge: 1/16-inch per leaf maximum.
  - 4. Bottom (rated or non-rated):
    - a. 1/2-inch from decorative floor covering.
    - b. 3/4-inch maximum from top of noncombustible floor.
    - c. 3/8-inch maximum from top of noncombustible sill or threshold.
    - d. Doors with vertical rod exit devices, manual or automatic flush bolts shall be undercut for latching of bolts to a flush floor strike or threshold.
    - e. See Division 9, Interior Finish Schedule, for floor finish materials.
- C. Coordinate with the metal frame supplier the locations of hardware mortises in metal frames to verify dimensions and alignment before proceeding with machining in factory.
- D. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame, shop drawings, DHI A115-W series standards, and hardware templates.
- E. Wood door supplier shall be responsible for verifying with the General Contractor the floor type being furnished for coordination of the correct undercut of the doors.
- F. Light openings and other detail work where shown shall be in accordance with manufacturer's standard detail or as detailed on the drawings. Exceptions to details as indicated that may

affect the manufacturer's warranty of these doors shall be brought to the attention of the Owner's Representative in writing at the time of submission of shop drawings and manufacturer's statement of conformity to specification requirements.

## **2.07 ACCESSORIES**

- A. Wood Door Frames: See Section 062000.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine doors and installed door frames before hanging doors.
  - 1. Verify that opening sizes and tolerances are acceptable.
  - 2. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 3. Reject doors with defects.
- B. Verify existing conditions before starting work.
- C. Verify that opening sizes and tolerances are acceptable.
- D. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

### **3.02 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

### **3.03 TOLERANCES**

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

### **3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

**END OF SECTION**



**SECTION 081613  
FIBERGLASS DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fiberglass doors.
- B. Fiberglass door frames.
- C. Door hardware.
- D. Glazing.

**1.02 REFERENCE STANDARDS**

- A. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position 2022.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials in original packaging, under cover, protected from exposure to harmful weather conditions and from direct contact with water.
  - 1. Store at temperature and humidity conditions recommended by manufacturer.
  - 2. Do not use non-vented plastic or canvas shelters.
  - 3. Immediately remove wet wrappers.
- C. Store in position recommended by manufacturer, elevated minimum 4 inches (100 mm) above grade, with minimum 1/4 inch (6 mm) space between doors.

**1.04 FIELD CONDITIONS**

- A. Do not install doors until structure is enclosed.
- B. Maintain temperature and humidity at manufacturer's recommended levels during and after installation of doors.

**1.05 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 5-year manufacturer warranty covering materials and workmanship, including degradation or failure due to chemical contact. Complete forms in Owner's name and register with manufacturer.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Pultruded Fiberglass Reinforced Plastic (FRP) Doors:
  - 1. Cascadia Windows & Doors; CASCADIA UNIVERSAL SERIES  
Doors: [www.cascadiawindows.com/#sle](http://www.cascadiawindows.com/#sle).
  - 2. Substitutions: See Section 016000 - Product Requirements.

**2.02 DOOR AND FRAME ASSEMBLIES**

- A. Door and Frame Assemblies: Factory-fabricated, prepared and machined for hardware.
  - 1. Operation: Manual.
  - 2. Operation: Power operator.
  - 3. Screw-Holding Capacity: Tested to 890 pounds (404 kg), minimum.
  - 4. Surface Burning Characteristics: Flame spread index (FSI) of 0 to 25, Class A, and smoke developed index (SDI) of 450 or less, when tested in accordance with ASTM E84.
  - 5. Flammability: Self-extinguishing when tested in accordance with ASTM D635.

6. Sizes: As indicated on drawings.
7. Clearance Between Door and Frame: 1/8 inch (3 mm), maximum.
8. Clearance Between Bottom of Door and Finished Floor: 3/4 inch (19 mm), maximum; not less than 1/4 inch (6 mm) clearance to threshold.

## **2.03 COMPONENTS**

- A. Doors: Fiberglass construction with reinforced core.
  1. Type: As indicated on drawings, including swinging doors.
  2. Thickness: 1-3/4 inch (44 mm), nominal.
  3. Core Material: Manufacturer's standard core material for application indicated.
  4. Face Sheet Texture: Smooth.
  5. Door Panel Configuration: As indicated on drawings.
  6. Subframe and Reinforcements: Manufacturer's standard materials.
  7. Waterproof Integrity: Provide factory fabricated edges, cut-outs, and hardware preparations of fiberglass reinforced plastic (FRP); provide cut-outs with joints sealed independently of glazing, louver inserts, or trim.
  8. Hardware Preparations: Factory reinforce, machine, and prepare for door hardware including field installed items; provide solid blocking for each item; field cutting, drilling or tapping is not permitted; obtain manufacturer's hardware templates for preparation as necessary.
- B. Door Frames: Provide type in compliance with performance requirements specified for doors.
  1. Type: Factory assembled with chemically welded joints.
  2. Profiles: 5-3/4 inches (146 mm) deep, 2 inches (50 mm) wide at jambs, and 2 inches (50 mm) wide at headers.

## **2.04 FINISHES**

- A. Painted: Two-part aliphatic polyurethane, low VOC industrial coating.
  1. Thickness: Minimum 5 mils, 0.005 inch (0.127 mm) wet thickness.
  2. Color: As selected by Architect from manufacturer's custom line of colors.

## **2.05 HARDWARE**

- A. Door Hardware: Manufacturer's standard.

## **2.06 ACCESSORIES**

- A. Stops for Glazing and Louver: Fiberglass, unless otherwise indicated or required by fire rating; provided by door manufacturer to fit factory made openings, with color and texture to match door; fasteners shall maintain waterproof integrity.
  1. Exterior Doors: Provide non-removable stops on exterior side with continuous compression gasket weatherseal.
  2. Glazed Openings: Provide removable stops on interior side.
  3. Opening Sizes and Shapes: As indicated on drawings.
- B. Glazing: See Section 088000.
- C. Louvers for Non-Fire-Rated Doors: Same materials, construction, finish, and color as door; fixed vanes, 45 degree sloped vanes.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify actual dimensions of openings by field measurements before door fabrication; show recorded measurements on shop drawings.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.02 PREPARATION**

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. Clean and prepare substrate in accordance with manufacturer's directions.
- C. Protect adjacent work and finish surfaces from damage during installation.

**3.03 INSTALLATION**

- A. Install in accordance with manufacturer's instructions; do not penetrate frames with anchors.
- B. Set units plumb, level, and true-to-line, without warping or racking doors, and with specified clearances; anchor in place.
- C. Separate aluminum and other metal surfaces from sources of corrosion of electrolytic action at points of contact with other materials.

**3.04 ADJUSTING**

- A. Lubricate, test, and adjust doors to operate easily, free from warp, twist or distortion, and to fit watertight for entire perimeter.
- B. Adjust hardware for smooth and quiet operation.
- C. Adjust doors to fit snugly and close without sticking or binding.

**3.05 CLEANING**

**3.06 PROTECTION**

- A. Protect installed products from damage until Date of Substantial Completion.

**END OF SECTION**

**SECTION 085413  
FIBERGLASS WINDOWS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Factory fabricated fiberglass windows with fixed and operating sash.
- B. Operating hardware.
- C. Insect screens.

**1.02 REFERENCE STANDARDS**

- A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for Windows, Doors, and Skylights; 2022.
- B. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products; 2021.
- C. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors; 2002 (Reapproved 2018).
- D. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015 (Reapproved 2023).

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Protect finished surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond when exposed to sunlight or weather.
- B. Jig, brace, and box the window frame assemblies for transport to minimize flexing of members or joints.

**1.04 FIELD CONDITIONS**

- A. Do not install sealants when ambient temperature is less than 40 degrees F (5 degrees C).

**1.05 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Provide ten year manufacturer warranty for insulated glass units from seal failure, interpane dusting or misting, and replacement of same. Include coverage for degradation of color finish.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Fiberglass Windows:
  - 1. Milgard, Ultra Series, [www.milgard.com](http://www.milgard.com). Basis of Design, triple glazed base bid.

**2.02 WINDOW UNITS**

- A. Fiberglass Windows: Hollow, tubular, multi-layer fiber reinforced material; factory fabricated; with vision glass, related flashings, anchorage and attachment devices.
  - 1. Configuration: As indicated on drawings.
  - 2. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
  - 3. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.

**2.03 PERFORMANCE REQUIREMENTS**

- A. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 requirements for specific window type:
  - 1. Performance Class (PC): LC.

- B. Overall Thermal Transmittance (U-value): 0.25, maximum, including glazing, measured on window sizes required for this project.
- C. Wind Load Requirement: 130 mph

**2.04 COMPONENTS**

- A. Insect Screens: Fiberglass screen mesh.
  - 1. Color: Black.
- B. Operable Sash Weather Stripping: Vinyl compression bulb seal.
- C. Fasteners: Stainless steel.
- D. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.

**2.05 HARDWARE**

- A. Casement and Awning Sash: Zinc die-cast steel worm-gear operator with Painted finish.
- B. Horizontal Sliding Sash: Extruded PVC interfacing tracks, limit stops in head and sill track.
- C. Pivot Window Operator: Lever action handle fitted to projecting sash arms with limit stops.
- D. Finish For Exposed Hardware: Match window finish.

**2.06 GLAZING**

- A. Insulated Glass Units: ASTM E 774, Class A
  - 1. Glazing Type: Triple Glaze
  - 2. Gas FilledL
    - a. None

**2.07 FABRICATION**

- A. Fabricate framing, mullions and sash members with fusion welded corners and joints, in a rigid jig. Supplement frame sections with internal reinforcement where required for structural rigidity.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify wall openings and adjoining water-resistive barrier seal materials are ready to receive work of this section.

**3.02 INSTALLATION**

- A. Install windows in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Set sill members and sill flashing in continuous bead of sealant.
- E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- F. Install operating hardware.

**3.03 TOLERANCES**

- A. Maximum Variation from Level or Plumb: 0.06 inches every 3 ft (1.5 mm/m) non-cumulative or 0.5 inches per 100 ft (12 mm/30 m), whichever is less.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements for independent field testing and inspection requirements, and requirements for monitoring quality of specified product installations.

- B. Provide field testing of installed fiberglass windows by independent laboratory in accordance with AAMA 502 and AAMA/WDMA/CSA 101/I.S.2/A440 during construction process and before installation of interior finishes.
  - 1. Field test for water penetration in accordance with ASTM E1105 using Procedure B - cyclic static air pressure difference; test pressure shall not be less than 1.9 psf (91 Pa).
  - 2. Field test for air leakage in accordance with ASTM E783 with uniform static air pressure difference of 6.27 psf (300 Pa).
- C. Repair or replace fenestration components that have failed designated field testing, and retest to verify performance complies with specified requirements.

**3.05 ADJUSTING**

- A. Adjust hardware for smooth operation and secure weathertight closure.

**3.06 CLEANING**

- A. Remove protective material from pre-finished surfaces.
- B. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.
- C. Remove excess glazing sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.

**END OF SECTION**

**SECTION 088000  
GLAZING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Glazing units.

**1.02 REFERENCE STANDARDS**

- A. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- B. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass 2021a.
- C. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings 2016.
- D. NFRC 100 - Procedure for Determining Fenestration Product U-factors 2023.
- E. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence 2023.
- F. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems 2023.

**1.03 FIELD CONDITIONS**

- A. Do not install glazing when ambient temperature is less than 40 degrees F (4 degrees C).
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

**1.04 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.
- C. Heat Soaked Tempered Glass: Provide a five (5) year manufacturer warranty to include coverage for spontaneous breakage of fully tempered glass caused by nickel sulfide (NiS) inclusions.

**PART 2 PRODUCTS**

**2.01 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES**

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
  - 1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
  - 2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
  - 3. Glass thicknesses listed are minimum.
- B. Weather-Resistive Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure water-resistive barrier, vapor retarder, and/or air barrier.
  - 1. In conjunction with weather barrier related materials described in other sections, as follows:
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
  - 1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.

2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
3. Solar Optical Properties: Comply with NFRC 300 test method.

## **2.02 GLASS MATERIALS**

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
  1. Kind FT - Fully Tempered Type: Complies with ASTM C1048.
  2. Heat-Soak Testing (HST): Provide HST of fully tempered glass used on canopy, point-supported, spider wall, high-risk, sloping overhead, horizontal overhead, free-standing glass protective barrier, or other demanding applications of project, to reduce risks of spontaneous breakage due to nickel sulfide (NiS) induced fractures in accordance with industry established testing requirements.

## **2.03 BASIS OF DESIGN - INSULATING GLASS UNITS**

- A. Basis of Design - Insulating Glass Units: Vision glazing, with low-e coating.
  1. Applications: Exterior insulating glass glazing unless otherwise indicated.
  2. Space between lites filled with air.
  3. Total Thickness: 1 inch (25.4 mm).
  4. Thermal Transmittance (U-Value), Summer - Center of Glass: \_\_\_\_\_, nominal.
  5. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
  6. Spacer Color: Black.
  7. Edge Seal:
  8. Color: Black.
  9. Purge interpane space with dry air, hermetically sealed.

## **2.04 GLAZING UNITS**

- A. Monolithic Interior Vision Glazing:
  1. Applications: Interior glazing unless otherwise indicated.
  2. Glass Type: Fully tempered float glass.
  3. Tint: Clear.
  4. Thickness: 3/8" inch (\_\_\_\_\_ mm), nominal.

## **PART 3 EXECUTION**

### **3.01 VERIFICATION OF CONDITIONS**

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

### **3.02 PREPARATION**

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

### **3.03 INSTALLATION, GENERAL**

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.



**3.04 CLEANING**

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

**3.05 PROTECTION**

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

**END OF SECTION**

**SECTION 096813  
TILE CARPETING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Carpet tile, fully adhered.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors to receive adhesive-applied flooring.

**1.03 REFERENCE STANDARDS**

- A. CRI 104 - Standard for Installation of Commercial Carpet; 2015.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

**1.05 FIELD CONDITIONS**

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Tile Carpeting:
  - 1. Mohawk Group: [www.mohawkgroup.com/#sle](http://www.mohawkgroup.com/#sle).
  - 2. Substitutions: See Section 016000 - Product Requirements.

**2.02 MATERIALS**

- A. Tile Carpeting: Fusion bonded, manufactured in one color dye lot.
  - 1. Basis of Design: Renegade, Cool Hand manufactured by Moahwk Group.
  - 2. Tile Size: 24" by 24" inch nominal.

**2.03 ACCESSORIES**

- A. Subfloor Filler: recommended by flooring material manufacturer.
- B. Edge Strips: Rubber, color as selected by Architect.
- C. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that subfloor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.
- C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to subfloor surfaces.

**3.02 PREPARATION**

- A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- B. Remove subfloor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with subfloor filler.
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- D. Vacuum clean substrate.

**3.03      INSTALLATION**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Locate change of color or pattern between rooms under door centerline.
- G. Fully adhere carpet tile to substrate.
- H. Trim carpet tile neatly at walls and around interruptions.
- I. Complete installation of edge strips, concealing exposed edges.

**3.04      CLEANING**

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

**END OF SECTION**

**SECTION 099123  
INTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

**1.02 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

**1.04 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. A. MANUFACTURERS: EACH PAINT TYPE INCLUDES A SPECIFIC MANUFACTURER AND PRODUCT AS BASIS FOR DESIGN.

**2.02 PAINT, GENERAL**

- A. Gypsum Board substrates:
  - 1. 1. PT1- Satin latex over gwb (restrooms, exhibits, cafe, artist sales, lobby)
    - a. aPrime Coat: Interior latex primer/sealer.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex eggshell.
    - d. Basis of Design Product: "Regal Select 549", by Benjamin Moore.
- B. B. Gypsum Board substrates:

1. 1. PT2 - Eggshell (kitchenette, storage, janitor, mechanical)
  - a. Intermediate Coat: Interior latex matching topcoat.
  - b. bTopcoat: Interior latex eggshell.
  - c. Basis of Design Product: "Ultra Spec Scuff X Interior Satin Finish 486 ", by Benjamin Moore.
  - d. MPI Rating: 44, 138
  - e. VOC Level: 0.0
- C. Wood Trim/Exposed Wood Structure, clear finish: (luster to match existing)
  1. PT3 - Clear Satin Finish
    - a. Prime Coat: Self prime.
    - b. Finish Coat: 2 coats.
    - c. cBasis of Design Product: "Benwood Stays Clear Acrylic Polyurethane Low Luster 423", manufactured by Benjamin Moore.
    - d. Vehicle: Alkyd based
- D. Colors: As selected by Owner's Representative from manufacturer's full range. For bidding, assume the following: PT-1 - One primary color, PT-2 - One primary color

### **2.03 PRIMERS**

- A. Primers: Recommended by manufacturer of top coats.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
  1. Gypsum Wallboard: 12 percent.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

**3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

**3.05 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**

**SECTION 099300  
STAINING AND TRANSPARENT FINISHING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Field application of stains.
- B. Field application of transparent finishes.

**1.02 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of stain or transparent finish, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Stain and Transparent Finish Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

**1.04 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by manufacturer of stains and transparent finishes.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Provide finishes from the same manufacturer to the greatest extent possible.
- B. Transparent Finishes:
  - 1. Sherwin-Williams Company; \_\_\_\_: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).

**2.02 STAINS AND TRANSPARENT FINISHES - GENERAL**

- A. Finishes:
  - 1. Provide finishes capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. Supply each finish material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

**2.03 EXTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS**

- A. Finish on Wood:
  - 1. Stain: Exterior solid stain for wood, water based; MPI #16.
    - a. Products:
      - 1) Substitutions: Section 016000 - Product Requirements.
  - 2. Stain: Exterior semi-transparent stain for wood, water based.
    - a. Products:
      - 1) Behr Premium Transparent Waterproofing Stain.

## **2.04 INTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS**

- A. Finish on Wood:
  - 1. Top Coat: Polyurethane varnish, high build.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

#### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- E. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.

#### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Reinstall items removed prior to finishing.

#### **3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### **3.05 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**