

### STATE OF ALASKA

Department of Corrections Division of Administrative Services 802 3<sup>rd</sup> Street, Suite 224 Douglas, AK 99824

# Invitation to Bid

# No. ITB # 230006085

Date of Issue: July 25, 2023

Project:

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion

# Juneau, Alaska

Bidders Are Not Required to Return This Form.

Michael Lim Procurement Officer Department of Corrections Clif Reagle Facilities Manager / Project Manager Department of Corrections

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(Bound Separately)

IMPORTANT NOTICE: All contractors will need to contact Michael Lim at 907-465-6014 or Michael.lim@alaska.gov\_to pick up the drawings from Department of Corrections, 802 3<sup>rd</sup> Street, Suite 220, Douglas, AK, 99824. Drawings will not be posted online, faxed, or provided to any plans room.



# **INVITATION TO BID**

for Construction Contract

Date July 25, 2023

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion Project Number: 230006085

	ITUJECE	Tumper. 250000005
The Department invite project described below Street, Douglas Alask	<b>Proje</b> es bidders to submit bids for furnis w. <b>Bids will be opened publicly at</b> <b>xa, on <u>August 16, 2023.</u></b>	ct Name and Number shing all labor, equipment, and materials and performing all work for the 2 <u>2:00 PM</u> local time, in the Douglas Island Building, Suite 224, 802 3 <sup>rd</sup>
Location of Project:	Department of Corrections, Doug	glas Island Building, 802 3 <sup>rd</sup> Street, Douglas, Alaska 99824
Contracting Officer:	Michael Lim	
Issuing Office:	Alaska Department of Correction 802 3 <sup>rd</sup> Street, Suite 224 Douglas, Alaska 99824	15
Description of Work: This State funded proj spaces for approximate (JCO) in Douglas, Ala	State Funded ect that will require the contractor t ely 7000 square feet of space on the ska. The intent of this contract is t	Federal Aid o provide all labor, materials, equipment, travel cost to build out office e second floor of the Department of Corrections, Juneau Central Office o build out office spaces identified in the scope of work.
Project DBE Utilizatio	n Goal: 🛛 Race-Neutral	
The Engineer's Estima	nte is around \$320,000 - \$350,000	
All work shall be com The Department will in The apparent successfu amount of 100% of the	pleted in N/A Calendar Days, or by dentify interim completion dates, if al bidder must furnish a payment be e contract as security conditioned for	<b>December 29, 2023</b> Tany, in the Special Provisions. Tond in the amount of 100% of the contract and a performance bond in the per the full, complete and faithful performance of the contract. The
apparent successful bid	dder must execute the said contract	and bonds within <b>ten</b> (10) calendar days, or such further time as may be
anowed in writing by	Submissio	on of Bidding Documents
ALL HAND DELIVERED BIDS SHALL BE SUBMIT	BIDS, INCLUDING ANY AMEDMENTS TED ON THE FORMS FURNISHED ANI	OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO BID OPENING. D MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:
Bidding Documents Department of Cor Juneau Central Of Douglas, Alaska Project No. 230006	for Project: rections fice (JCO) Expansion 085	ATTN: Michael Lim State of Alaska Department of Corrections 802 3 <sup>rd</sup> Street, Suite 224 Douglas, Alaska 99824 <u>OR</u> Submit a bid via email to: <u>erin.messing@alaska.gov</u>
ENSURE T	HAT YOU PUT YOUR <u>RETURN BUSIN</u>	ESS NAME AND ADDRESS ON THE SEALED ENVELOPE AS WELL.
It is incumbent upon the before the deadline state the Department at this	ne bidder to ensure its bid, any ame ted above. A bidder sending a bid a email address: <u>Erin.messing@alas</u>	ndments, and/or withdrawal arrive, in its entirety, at the location and amendment or withdrawal via email must transmit its documentation to <u>ka.gov</u> or phone number: (907) 465-8169.
To be responsive, a bid of determining the 5% supplemental bid items	d must include a bid guaranty equal value of the bid guaranty, a bidder s, if any.)	to 5% of the amount bid. ( <i>When calculating the bid amount for purposes</i> shall include its base bid amount, plus the amount bid for alternate and
The Department hereby Disadvantaged Busine grounds of race, color,	y notifies all bidders that it will affin ss Enterprises will be afforded ful national origin, or sex in considera	matively ensure that in any contract entered into pursuant to this Invitation, l opportunity to submit bids and will not be discriminated against on the ation for an award.

# **NOTICE TO BIDDERS**

Bidders are hereby notified that date to assist in preparing bids is available as follows:

DOC Form 25D-3, Information to Bidders, is part of these bid documents.

**QUESTIONS AND PLANS / SPECIFICATIONS:** one copy per contractor at no charge: (Additional copies may be purchased at .25 cents per page.) All questions relating to this project and solicitation shall be directed to:

<u>Michael Lim, DOC Procurement Officer</u> Phone: (907) 465-6014 Email: <u>Michael.lim@alaska.gov</u>

#### **QUESTIONS:**

Questions pertaining to the project requirement and specifications should be in writing and received by the procurement officer no later than close of business <u>August 8, 2023</u>, to allow adequate time for the issuance of an addendum; if needed

#### **OTHER INFORMATION:**

*Construction Schedule and Liquidated Damages:* See 00800 Supplemental Conditions.

DOC JCO On-Site Work Schedule Limitations: On-site work shall be 5 days a week, from 7:00AM until 5:00 PM.

<u>**Pre-Bid Inspection of Site Meeting:</u>** A Pre-Bid site visit is schedule for August 2, 2023 at 9:00 A.M.. local time (HIGHLY RECOMMENDED). Interested vendors must contact: Project Manager: Clif Reagle, phone (907) 269-7354 or <u>Clifton.reagle@alaska.gov</u> to register for the inspection. Vendors are to meet with the Project Manager in the Commissioner's Office at Suite 201, Douglas Island Building.</u>

<u>Special Needs</u>: If you require special accommodation due to a disability in order to inspect the property, please notify Clif Reagle at 907-269-7354 at least 48 hours in advance of site visit.

<u>Authorities:</u> This Invitation to Bid is being solicited by the Department of Corrections (DOC) under delegated authority from the Department of Transportation and Public Facilities (DOT/PF). AS 36.30 and DOT/PF forms, policies and procedures will be used in the award and administration of this contract. However, where the "DOT/PF" is referenced, it should be considered as referencing the Department of Corrections under delegated authority from DOT/PF.

# **INFORMATION TO BIDDERS**

This Information to Bidders outlines requirements that a bidder must follow when submitting a bid. The Department will reject a noncompliant bid.

# **100.01 BIDDERS QUALIFICATIONS**

A bidder shall:

Submit evidence of a valid Department of Commerce, Community, and Economic Development certificate of Contractor Registration (Contractor Registration), under AS 08.18, and submit evidence of a valid Alaska Business License prior to award; and

When requested, submit a completed Contractor's Questionnaire (Form 25D-8) stating previous experience in performing comparable work, business and technical organization, financial resources, and equipment available to be used in performing the work.

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

# **100.02 CONTENTS OF BID PACKAGE**

Upon request, the Department will furnish prospective bidders with a bid package, at the price stated in the Invitation To Bid.

The bid package includes the following:

- 1) Location and description of the project;
- 2) Time in which the work must be completed;
- 3) Amount of the bid guaranty;
- 4) Date, time, and place when bids are due;
- 5 Plans and specifications; and
- 6) Bid forms.

Unless otherwise stated in the bid package, the Plans, Contract Provisions and Specifications, Standard Modifications, Special Provisions, permits, forms and any other documents designated in the bid package are considered a part of the bid whether attached or not.

# **100.03 EXAMINATION OF CONTRACT REQUIREMENTS**

Bidders are responsible for carefully examining the plans, specifications and all other documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the

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specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

# **100.04 CONDITIONS AT SITE OF WORK**

Bidders are responsible for visiting the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

# **100.05 PREPARATION OF BIDS**

A. A bidder shall prepare its bid using the Department provided bid forms or legible copies of the Department's forms.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer or agent with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

- B. The bid schedule contains empty space(s) that call for the bidder to enter its proposed price for each corresponding item which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.
- C. The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.
- D. Neither conditional nor alternative bids will be considered unless called for.

# **100.06 BID SECURITY**

All bids shall be accompanied by a bid security in the amount specified on the Invitation to Bid. The bid security shall be unconditionally payable to the State of Alaska and shall be in the form of an acceptable Bid Bond (Form 25D-14), or a certified check, a cashier's check or a money order made payable to the State of Alaska.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond (Form 25D-14).

A Bid Bond must be accompanied by a legible Power of Attorney.

An individual surety will not be accepted as a bid security.

# **100.07 ADDENDA REQUIREMENTS**

The Department will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid due date are needed. The Department may send addenda by any reasonable

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method such as fax, email, or may post the addenda on its website or online bidding service. Unless picked up in person or included with the bid documents, addenda or notice that an addendum has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the email address or fax number on the plan holders' list. Notwithstanding the Department's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation To Bid. Bidders must acknowledge all addenda on the Bid Forms, by fax, or by email before the deadline stated in the Invitation to Bid.

# **100.08 DELIVERY OF BIDS**

Bids shall be submitted in a sealed envelope. When bids are submitted in a sealed envelope, the envelope shall clearly indicate its contents and the address of the Department's designated contracts office, as specified on the Invitation to Bid. Bids for other work may not be included in the envelope. Emailed or faxed bids will not be considered, unless specifically called for in the Invitation to Bid.

# **100.09 WITHDRAWAL OR REVISION OF BIDS**

Bids may be withdrawn or revised in writing delivered by mail, fax, or email, provided that the Department's designated office receives the withdrawal or revision before the deadline stated in the Invitation To Bid. Withdrawal requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder. Revisions shall include both the modification of the unit bid price and the total modification of each item modified but shall not reveal the amount of the total original or revised bids.

# **100.010 PROTEST OF INVITATION TO BID**

An interested party, as defined in AS 36.30.699, may protest an Invitation to Bid before the bid opening in accordance with AS 36.30.560 and AS 36.30.565. The interested party must submit a protest to the Contracting Officer.

# **100.011 RECEIPT AND OPENING OF BIDS**

The Department will only consider bids, revisions, and withdrawals received before the deadline stated in the Invitation to Bid.

The Department will assemble, open, and publicly announce bids at the time and place indicated in the Invitation to Bid, or as soon thereafter as practicable. The Department is not responsible for prematurely opening or for failing to open bids that are improperly addressed or identified.

# 100.012 NONRESPONSIVE BIDS

1. A bid shall be rejected as nonresponsive if it:

- a. Is not properly signed by an authorized representative of the bidder and in a legally binding manner;
- b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
- c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award,

- d. Fails to include an acceptable bid guaranty with the bid;
- e. Is materially unbalanced; or
- f. Fails to meet any other material requirement of the Invitation To Bid.
- 2. A bid may be rejected as nonresponsive, in the Department's discretion, if it:
  - a. Is not typed or completed in ink;
  - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
  - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

# **100.013 BIDDERS INTERESTED IN MORE THAN ONE BID**

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

# **100.014 ELECTRONIC MAIL**

Within its submitted bid, a bidder must include a current electronic mail (email) address of bidder's representative who possesses authority to receive, process, and respond to Department emails regarding the advertised project.

The Department may send notices and information to a bidder by using the furnished email address of the bidder's authorized representative.

A bidder shall notify the Department if the bidder requests the Department to send email notices or information to an address different from the email address initially provided in its bid forms. The bidder shall notify the Department of such change by sending a request in writing to the Contract's point of contact identified on the Invitation to Bid that is signed by a representative who is authorized and empowered to legally bind the bidder.

Delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30 pm shall be deemed to have occurred at the opening of business on the next working day.

If needed, the Department may demonstrate proof of email delivery by affidavit or certification that includes the following:

- 1. The date and time that the Department sent the email message;
- 2. The email address from which the Department sent the message;
- 3. The name and email address to which the Department sent the message;
- 4. A statement that the Department sent the email message and that the person signing the affidavit or certification believes the transmission to have been complete and without error; and
- 5. An attached copy of the subject email.

# 100.015 CONSIDERATION OF BIDS

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Until the Award, the Department may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the Department, in its discretion, determines that to do so is in the best interests of the State.

A bidder may request withdrawal of a bid after opening and before the Award only in accordance with AS 36.30.160(b) and State procurement regulations. The bidder must submit the request to the Contracting Officer.

An interested party, as defined in AS 36.30.699, may protest a proposed Award of contract as per AS 36.30.560 and AS 36.30.565. The bidder must submit the protest to the Contracting Officer.

WHOLLY STATE-FUNDED PROJECTS. On wholly state-funded projects, determination of the low bidder will include bidder preferences as required under AS 36.30.321, according to subsections 1-3 below. Alaska Bidder Preference, Alaska Veteran Preference, and Alaska Product Preference are not applicable on projects with federal funding.

1. <u>Alaska Bidder Preference</u>: A bidder claiming this preference shall provide with their bid an Alaska Bidder Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Bidder Preference according to AS 36.30.

If the bidder qualifies as an Alaska bidder, a five percent (5%) preference will be applied to the price of the bid. "Alaska bidder" means a person who:

- a. holds a current Alaska business license;
- b. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
- c. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
- d. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state; and
- e. If a joint venture, is composed entirely of ventures that qualify under (a) through (d), above.
- 2. <u>Alaska Veteran Preference</u>: A bidder claiming this preference shall provide an Alaska Veteran Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Veteran preference according to AS 36.30.

If a bidder qualifies as an Alaska bidder and is a qualifying entity, an Alaska Veteran Preference of 5 percent shall be applied to the bid price. The preference may not exceed \$5,000 (AS 36.30.321). A "qualifying entity" means a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

d. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- 1) served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- 2) was separated from service under a condition that was not dishonorable.
- 3. <u>Alaska Product Preference</u>: A bidder claiming this preference shall complete and sign the Alaska Product Preference Worksheet, according to the worksheet instructions, and submit the completed worksheet with their bid.

Except for timber, lumber and manufactured lumber products used in the construction project under AS 36.30.322(b), an Alaska products preference will be given as required under AS 36.30.326 - 36.30.332 when the bidder designates the use of Alaska products.

If the successful bidder/contractor proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful bidder/contractor according to AS 36.30.330(a).

Each Alaska product declared on the Alaska Product Preference Worksheet must have an "Approval" date on the Alaska Product Preference Program List, that is on or before the bid opening date for this contract, and that does not expire before the bid opening date for this contract.

# 100.016 RESPONSIBILITY OF BIDDERS

The Department may find a bidder is nonresponsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- 1. Evidence of bid rigging or collusion;
- 2. Fraud or dishonesty in the performance of previous contracts;
- 3. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- 4. Unsatisfactory performance on previous or current contracts;
- 5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- 6. Uncompleted work that, in the judgment of the Department, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- 7. Failure to reimburse the State for monies owed on any previous contracts;
- 8. Default under previous contracts;

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- 9. Failure to submit evidence of registration and licensing;
- 10. Failure to comply with any qualification requirements of the Department;
- 11. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
- 12. Failure to satisfy the responsibility standards set out in state regulations;
- 13. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- 14. Lack of legal capacity to contract.

Nothing contained in this section deprives the Department of its discretion in determining the lowest responsible bidder.

### **100.017 SUBCONTRACTOR LIST**

The apparent low bidder shall submit a completed Subcontractor List, Form 25D-5, within five working days following receipt of written notification by the Department that it is the low bidder.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security. The Department will then consider the next lowest bidder for award of the Contract.

If a bidder fails to list a subcontractor, or lists more than one subcontractor for the same portion of work, and the value of that work is in excess of one-half of one percent of the total bid amount, the bidder agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

A bidder who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A bidder or Contractor may, without penalty, replace a listed subcontractor who:

- 1) Fails to comply with licensing and registration requirements of AS 08.18;
- 2) Fails to obtain a valid Alaska business license;
- 3) Files for bankruptcy or becomes insolvent;
- 4) Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
- 5) Fails to obtain bonding acceptable to the Department;
- 6) Fails to obtain insurance acceptable to the Department;
- 7) Fails to perform the subcontract work for which the subcontractor was listed;
- 8) Must be replaced to meet the bidder's required state or federal affirmative action requirements;
- 9) Refuses to agree or abide with the bidder's labor agreement; or

10) Is determined by the Department to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new subcontractor or replace a listed subcontractor. The Department will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the State.

A bidder or Contractor shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Contracting Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a bidder violates this subsection, the Contracting Officer may:

- 1) Cancel the Contract after Award without any damages accruing to the Department; or
- 2) After notice and a hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.

# 100.018AWARD OF CONTRACT

The Department will award the Contract to the lowest responsible and responsive bidder unless it rejects all bids. The Department will notify all bidders in writing via email, fax, or U.S. Mail of its intent to award.

In order to establish a clear and definitive basis of award for contracts with additive alternates, the State has established a budgeted amount from which the order of bidders will be determined. The amount will be disclosed when timely received bids are announced. The low bid will be determined by considering the basic bid and additive alternate(s) in the order listed on the Bid Schedule up to a total not to exceed the budgeted amount. The State reserves the right to reject all bids. The State also reserves the right to award the contract above or below the budgeted amount to the low bidder based on any combination of alternate(s) or no alternate(s), providing that the low bidder remains unchanged.

The Department will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 40 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

# **100.019 RETURN OF BID SECURITY**

The Department will return bid securities, other than bid bonds:

- 1. To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and
- 2. To the two lowest responsive and responsible bidders immediately after Contract award.

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# **100.020 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Department for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the Department with security assets located in Alaska equal to the penal amount of either the performance bond or the payment bond. Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the Department be liable for these costs.

Individual sureties shall provide security by one, or a combination, of the following methods:

- 1. Escrow Account, with a federally insured financial institution, in the name of the Department. Acceptable securities include, but are not limited to, cash, treasury notes, bearer instruments having a specific value, or money market certificates.
- 2. Irrevocable letters of credit, from a financial institution approved by the Contracting Officer, with the Department named as beneficiary.
- 3. Cashier's or certified check made payable to the State of Alaska issued by financial institutions approved by the Contracting Officer.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under General Conditions, Subsection 12.7.

The Department may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Department if an individual Surety or the Surety on any bond furnished in connection with the Contract:

- 1. Becomes insolvent or is declared bankrupt;
- 2. Loses its right to do business in any state affecting the work;
- 3. Ceases to meet Contract requirements;
- 4. Fails to furnish reports of financial condition upon request; or
- 5. Otherwise becomes unacceptable to the Department.

When approved by the Contracting Officer, the Contractor may replace:

- 1. An individual surety with a corporate surety; or
- 2. Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.



# **REQUIRED DOCUMENTS**

State Funded Contracts

# Alaska Department of Corrections, Juneau Central Office

# (JCO) Expansion

### Project Numbers: 230006085

**REQUIRED FOR BID**. Bids will not be considered responsive if the following documents are not filled out and submitted at the time of bid opening:

- 1. Bid Proposal (Form 25D-9)
- 2. Bid Schedule
- **3.** Bid Modification (Form 25D-16) (Any bid revisions must be submitted by the bidder prior to bid opening on this form.)
- 4. Bid Bond (Form 25D-14)
- 5. Alaska Bidder Preference Certification (Form 25D-19) (If applicable)
- 6. Alaska Product Preference (Form SPC-007) (If applicable)
- 7. Bids received that do not meet these requirements shall be considered non-responsive.

**REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER**. The apparent low bidder must complete and submit the following document within <u>5 working days</u> after receipt of written notification:

1. **Subcontractor List (Form 25D-5)** (Sub-contractors utilized in this project must have valid/current Alaska Business license and contractor's certificate of registration at the time of bid opening)

**REQUIRED FOR AWARD**. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

- 1. Construction Contract (Form 25D-10A)
- 2. Payment Bond (Form 25D-12)
- 3. Performance Bond (Form 25D-13)
- 4. Contractor's Questionnaire (Form 25D-8)
- 5. Certificate of Insurance (from carrier and as cited on Appendix B1)
- 6. Sub-Contractors List (Form 25D-5)
- 7. Sub-Contractor(s) Certifications
- 8. Sub-Contractor(s) Certificate of Insurance
- 9. Submittals (if applicable)
- 10. Alaska Business License
- 11. Contractor's License



# **BID FORM**

for

### Alaska Department of Corrections, Juneau Central Office (JCO) Expansion Douglas, Alaska PROJECT # 230006085

by

**Company Name** 

Company Address (Street or PO Box, City, State, Zip)

Company Alaska Business License No:

**Company Contractor's Registration No:** 

# TO THE CONTRACTING OFFICER, DEPARTMENT OF CORRECTIONS:

In compliance with your Invitation to Bid dated **July 25, 2023** the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near **Douglas, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of one sheet, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid and it is hereby mutually understood and agreed that in case the Undersigned does not, The accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Corrections as Liquidated damages and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days after the effective date of the Notice to Proceed and to complete all work by **December 29, 2023** 

The Undersigned proposes to furnish Payment Bond in the amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Nui	denda mber	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
			NON-COLLUSIO	N DECLARATI	ON	
e Undersig sociation, c rticipated in s bid.	gned declar or corporat n any collu	res, under penal- ion of which he ision, or otherwi	ty of perjury under e is a member, has, ise taken any action	the laws of the U either directly o in restraint of fre	nited States, that no r indirectly, entered e competitive biddi	either he nor the firi d into any agreemen ng in connection wi
e Undersi						
gnature bel	igned has low:	read the foreg	going and hereby	agrees to the co	nditions stated the	erein by affixing h
nature be	igned has low:	read the foreg	going and hereby	agrees to the co	nditions stated the	erein by affixing h
nature be	igned has low:	read the foreg	going and hereby	agrees to the co thorized Company I	nditions stated the	erein by affixing h
nature bel	igned has low:	read the foreg	going and hereby Signature of Au Typed Name an	agrees to the co thorized Company F d Title	nditions stated the	erein by affixing h
nature bel	igned has low:	read the foreg	Signature of Au Typed Name an () Phone Number	agrees to the co thorized Company F d Title	nditions stated the Representative () Fax Number	erein by affixing h
nature bel	igned has low:	read the foreg	Signature of Au Typed Name an () Phone Number Email:	agrees to the co thorized Company F d Title	nditions stated the Representative () Fax Number	erein by affixing h
nature bel	igned has low:	read the foreg	Signature of Au Typed Name an () Phone Number Email:	agrees to the co thorized Company H d Title	nditions stated the Representative () Fax Number	erein by affixing h

### ALASKA PRODUCT PREFERENCE WORKSHEET

(See Reverse Side for Instructions)

Project Name and Number:	Juneau Central	Office (JCO)	) Expansion #230006085	
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Bid Phase:

\_Bidder:\_\_\_\_\_

By applying my signature below, I certify under penalty of perjury that:

- 1. This worksheet accurately reports the type and quantity of product(s) that: (a) qualify for application of the Alaska Product Preference under AS 36.30.321 *et seq.* and (b) this bidder will use in performing the advertised project, if awarded the contract; and
- 2. All listed product(s) are specified for use on the project and will be permanently incorporated; and
- 3. I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal.

By (signature)

Date

PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTION AMOUNT
			TOTAL	

#### INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

**Special Notice:** All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening or the proposal due date. A product with expired certification at the bid opening or proposal due date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible.

#### The Alaska Product Preference Program List of certified products is available online at:

https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx or may be obtained by contacting Dept. of Commerce & Economic Development Alaska Division of Community and Regional Affairs, Alaska Products Preference Program, 550 W. 7th Ave., Suite 1650, Anchorage AK 99501-3510; Phone: (907) 269- 4501 Fax: (907) 269-4563, E-mail: <a href="madeinalaska@alaska.gov">madeinalaska@alaska.gov</a>

#### BIDDERS INSTRUCTIONS:

A. General. The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.

#### B. Form Completion – BASIC BIDS.

- (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
- (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
- (3) For each suitable product submitted under the "Basic Bid" enter:
  - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
  - The company name of the Alaska producer under the heading "Manufacturer", and
  - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/% heading.
- (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
  - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the
    manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of
    incorporating the product into the Work,) and
  - The resulting preference i.e. the preference percentage times the total declared value amount under the heading "REDUCTION AMOUNT".
- (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # \_\_\_\_ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
- (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
- (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
- (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.

#### C. Form Completion – ALTERNATE BIDS.

- (1) Enter project number and name, the words "ALTERNATE BID #\_\_\_", and CONTRACTOR'S name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #\_\_\_", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #\_\_\_."
- (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
- (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID \_\_\_\_\_ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE BID #\_\_\_\_ PREFERENCE GRAND" immediately before the word "TOTAL".
- (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #\_\_\_) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid



# **BID SCHEDULE**

# Project:Juneau Central Office (JCO) ExpansionLocation:Department of Corrections, Juneau Central Office, Douglas, AlaskaProject No.:230006085

Company Name: \_\_\_\_\_

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", "Supplementary Information to Bidders", and the following:

The Bidder shall insert a fixed price in figures opposite each pay item that appears in the bid schedule. No price is to be entered or tendered for any item not appearing in the bid schedule. Write out the dollar amount in the space below the figure.

Conditioned or qualified bids will be considered non-responsive.

<u>NOTICE</u>: In order to establish a clear and definitive basis of award, the State has established a budgeted project amount from which the order of bidders will be determined. The amount will be announced just prior to opening bids. The low bid will be determined by considering the total bid as adjusted for Alaska Bidders Preference (col. b), Alaska Veteran's Preference (col. c) and Alaska Products Preference (col. d) in the order listed up to a total not to exceed budgeted Award amount less the low bidder's preferences. The state reserves the right to reject all bids. The state also reserves the right to award the contract above or below the budgeted amount to the low bidder. The final contract award will be for the unadjusted amount(s).

Description	(a) <b>Bid Amount</b> (figures)	<ul><li>(b) Alaska Bidder</li><li>Preference (figures),</li><li>5% of Column (a)</li></ul>	<ul><li>(c) Veterans Preference</li><li>(5%) of (col a) not to</li><li>exceed \$5,000</li></ul>	(d) Alaska Products Preference (figures)	(e) Adjusted Bid Amount (figures): (a) - (b) - (c) -(d)
All work required as described in Section 01000, 1.03. A and the Contract Documents Section 01000 A. Contractor must submit breakdown of the total bid amount					
TOTAL PROJECT BID AMOUNT					

**ITB Dated:** July 25, 2023



# ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: \_\_Juneau Central Office (JCO) Expansion, # 230006085 Bidder/Proposer (company name): \_\_\_\_\_\_

#### **Operation of Alaska Bidder Preference**

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.990(2), if a bidder is an eligible "Alaska Bidder", the Department will apply a five percent preference to the price of the bidder's proposal.

#### Instructions regarding Alaska Bidder Preference

A bidder that claims the Alaska Bidder Preference must review and then certify that each statement appearing under the heading "Alaska Bidder Certification" is true. The individual that signs the certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit a signed certification, the Department will not apply the claimed preference.

### Alaska Bidder Certification

The bidding entity for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the bidder's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the proposal;
- (D) Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State; and
- (E) If a joint venture, is composed entirely of ventures that qualify under the four preceding paragraphs of this Alaska Bidder Certification.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal, and that the foregoing statements are true and correct.

By (signature)

Date

Printed name

Alaska Business License Number

Title:



# **BID BOND**

for

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion Project # 230006085

# Department of Corrections, Juneau Central Office, Douglas, Alaska

**Project Name and Number** 

DATE BOND EXECUTED:

PRINCIPAL (Legal name and business address):

TYPE OF	ORGANIZATION:

[	] Individual
ſ	] Joint Venture

] Partnership] Corporation

ſ

STATE OF INCORPORATION:

SURETY(IES) (Name and business address):

SORE I (IES) (Name and business address).					
Δ	B	С			
11.	<b>D</b> ;	e.			
PENAL SUM OF BOND		DATE OF BID <sup>.</sup>			
		Diffe of Bib.			

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

### PRINCIPAL

	See Instructions on Re	verse	Corporate Seal
Name(s) & Title(s) (Typed)	1.	2.	3.
Signature(s)	1.	2.	3.

Surety A	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.		
				Corporate
Name(s) & Titles (Typed)	1.	2.		Seal
Surety B	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.		
				Corporate
Name(s) & Titles (Typed)	1.	2.		Seal
Surety C	Name of Corporation		State of Incorporation	Liability Limit

2.

Re: Project # 230006085, Juneau Central Office (JCO) Expansion

Name(s) & Titles (Typed)

1.

Corporate

Seal

# INSTRUCTIONS

- 1. This form shall be used whenever a bid bond is submitted.
- 2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
- 3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
- 4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
- 5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
- 6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
- 7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
- 9. The date that bond is executed must not be later than the bid opening date.
- Re: Project # 230006085, Juneau Central Office (JCO) Expansion



# **BID MODIFICATION**

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion

Department of Corrections, Juneau Central Office, Douglas, Alaska Project # 230006085

Project # 23000808

**Project Name and Number** 

Modification Number:

Note: Use this form to modify Manual (paper) bids only.

- Group Items and provide subtotals by bid schedule section.
- All revisions shall be made to the unadjusted bid amount(s).
- Changes to the adjusted bid amounts will be computed by the Department.

ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO	REVISION TO BID AMOUNT +/-

# TOTAL REVISION: \$\_\_\_\_\_

Name of Bidding Firm

**Responsible Party Signature** 

Date

This form may be duplicated if additional pages are needed.



# SUBCONTRACTOR LIST

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion Project # 230006085

Project Name and Number

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

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsive and may be required to forfeit the bid security.

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

Check as applicable:

All Work on the above-referenced project will be accomplished without subcontracts

[ ] Subcontractor List is as follows:

### LIST FIRST TIER SUBCONTRACTORS ONLY

[ [ ] ]

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED
CONTINU	E SUBCONTRACTOR INFORMATION (	ON REVERSE

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor's Registration were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

**Company Name** 

Company Address (Street or PO Box, City, State, Zip)

Date

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



# **CONSTRUCTION CONTRACT**

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion Department of Corrections, Juneau Central Office, Douglas, Alaska Project Numbers: <u>230006085</u>

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF CORRECTIONS, herein called the Department, acting by and through its Contracting Officer, and

**Company Name** 

Company Address (Street or PO Box, City, State, Zip)

a/an [] Individual [] Partnership [] Joint Venture [] Sole Proprietorship [] Corporation incorporated under the laws of the State of <u>Alaska</u>, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating **not to exceed** the sum of **\$**\_\_\_\_\_ and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: November 30, 2023 for Substantial Completion Date and December 29, 2023 for the Final Completion Date. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover the following amounts:

### LIQUIDATED DAMAGES:

- Five Hundred Dollars (500.00) per day for each calendar day elapsing between the time stipulated for the <u>sub-completion date</u> and in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.
- Nighty Dollars & Sixty-Four Cents (90.64) per day for each calendar day elapsing between the time stipulated for the <u>final completion date</u> and in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

CONTRACTOR	
	-
Representative	-
	_
	(Corporate Star)
STATE OF ALASKA DEPARTMENT OF CORRECTIONS	
	-
	_
	Representative



# **PAYMENT BOND**

PRIDE 1 CO 4LASKA		
	Bond No	
Alaska Department	of Corrections, Juneau Central Office (JCO)	Expansion
	Project # 230006085	
Departm	nent of Corrections, Juneau Central Office Douglas, Alaska	
	Derfect Manager I.M. aller	
KNOW ALL WHO SHALL SEE TH	HESE PRESENTS:	
That		
of		as Principal,
and		Coursetor
		as Surety,
firmly bound and held unto the State	e of Alaska in the penal sum of	Dollars
(\$) g	ood and lawful money of the United States of America for the payment wh	nereof,
well and truly to be paid to the Stat jointly and severally, firmly by these	te of Alaska, we bind ourselves, our heirs, successors, executors, adminis e presents.	strators, and assigns,
WHEREAS, the said Principal has e A.D., 20 , for construction of t	entered into a written contract with said State of Alaska, on the	of f said contract.
of law and pay, as they become due under said contract, whether said la subcontract, or any and all duly aut	of the foregoing obligation are such that if the said Principal shall comply e, all just claims for labor performed and materials and supplies furnished bor be performed and said materials and supplies be furnished under the thorized modifications thereto, then these presents shall become null and	with all requirement upon or for the worl original contract, any void: otherwise they
of law and pay, as they become due under said contract, whether said la subcontract, or any and all duly au shall remain in full force and effect. IN WITNESS WHEREOF, we have this	of the foregoing obligation are such that if the said Principal shall comply e, all just claims for labor performed and materials and supplies furnished bor be performed and said materials and supplies be furnished under the thorized modifications thereto, then these presents shall become null and hereunto set our hands and seals at A.D., 20	with all requirements upon or for the work original contract, any l void; otherwise they ,
of law and pay, as they become due under said contract, whether said la subcontract, or any and all duly au shall remain in full force and effect. IN WITNESS WHEREOF, we have this	of the foregoing obligation are such that if the said Principal shall comply e, all just claims for labor performed and materials and supplies furnished bor be performed and said materials and supplies be furnished under the thorized modifications thereto, then these presents shall become null and hereunto set our hands and seals at A.D., 20 Principal:	with all requirements upon or for the work original contract, any l void; otherwise they ,
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of law and pay, as they become due under said contract, whether said la subcontract, or any and all duly au shall remain in full force and effect. IN WITNESS WHEREOF, we have this	of the foregoing obligation are such that if the said Principal shall comply         e, all just claims for labor performed and materials and supplies furnished         bor be performed and said materials and supplies be furnished under the         thorized modifications thereto, then these presents shall become null and         hereunto set our hands and seals at day of         Principal:         Address:         By:	with all requirements upon or for the worl original contract, any l void; otherwise they ,
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# INSTRUCTIONS

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



# **PERFORMANCE BOND**

4LASKA	Bond 1	No
Alacka Dopartr	For For Corrections Luncou Control Office (10	20) Expansion
<u>Alaska Deparu</u>	Douglas, Alaska	<u>JU) Expansion</u>
	Project # 230006085	
	Project Name and Number	
KNOW ALL WHO SHALL SE	E THESE PRESENTS:	
That		
of		as Principal,
of		as Surety,
firmly bound and held unto the	State of Alaska in the penal sum of	
	-	Dollars
(\$	_) good and lawful money of the United States of America for the pa	ayment whereof,
well and truly to be paid to the jointly and severally, firmly by	e State of Alaska, we bind ourselves, our heirs, successors, executors these presents.	, administrators, and assigns,
WHEREAS, the said Principal I A.D., 20, for construction	has entered into a written contract with said State of Alaska, on then of the above-named project, said work to be done according to the ter	of rms of said contract.
IN WITNESS WHEREOF, we have this	void; otherwise they shall remain in full force and effect.         have hereunto set our hands and seals at         day of         A.D., 20	,
	Principal:	
	Address:	
	By:	
	Contact Name:	
	Phone: ( )	
Surety:		
Address:		
By:	<u>.</u>	
Contact Name:		
Phone: ( )		
The offe	ered bond has been checked for adequacy under the applicable statutes and reg	ulations:
Alaska Department of Correction	ons Authorized Representative D	ate
	See Instructions on Reverse	

# INSTRUCTIONS

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



# **CONTRACTOR'S QUESTIONNAIRE**

# Alaska Department of Corrections, Juneau Central Office (JCO) Expansion

Project # 230006085 Project Name and Number

#### A. FINANCIAL

Have you ever failed to complete a contract due to insufficient resources?
 No [] Yes If YES, explain:

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

### B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project.

ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE
	1		I	I	<u> </u>

2.	What percent of the total value of this contract do you intend to subcontract?%			
3.	Do you propose to purchase any equipment for use on this project? []No []Yes If YES, describe type, quantity, and approximate cost:			
4.	Do you propose to rent any equipment for this work? []No [] Yes If YES, describe type and quantity:			
5.	Is your bid based on firm offers for all materials nee []Yes []No If NO, please explain:	cessary for this project?		
<b>C.</b> 1.	<b>EXPERIENCE</b> Have you had previous construction contracts or subc []Yes []No Describe the most recent or current contract, its comp	ontracts with the State of Alaska?		
-				
2.	List, as an attachment to this questionnaire, other cons scope of work, and total contract amount for each pro-	struction projects you have completed, the dates of completion, ject completed in the past 12 months.		
	I hereby certify that the above statements	are true and complete.		
Name	of Contractor Business	Name and Title of Person Signing (authorized)		
Signat	ure	Date		
# STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES DOCUMENT 00700 -ISSUED DECEMBER 2011

# GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

# **ARTICLE 1 - DEFINITIONS**

# ARTICLE 2- AUTHORITIES AND LIMITATIONS

- 2.1 Authorities and Limitations
- 2.2 Evaluations by Contracting Officer
- 2.3 Means and Methods
- 2.4 Visits to Site

## ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Incomplete Contract Documents
- 3.2 Copies of Contract Documents
- 3.3 Scope of Work
- 3.4 Intent of Contract Documents
- 3.5 Discrepancy in Contract Documents
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- 4.1 Availability of Lands
- 4.2 Visit to Site/Place of Business
- 4.3 Explorations and Reports
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- 4.5 Damaged Utilities
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- 5.4 Insurance Requirements
- 5.5 Indemnification

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- 6.1 Supervision of Work
- 6.2 Superintendence by CONTRACTOR
- 6.3 Character of Workers
- 6.4 CONTRACTOR to Furnish
- 6.5 Materials and Equipment
- 6.6 Anticipated Schedules
- 6.7 Finalizing Schedules
- 6.8 Adjusting Schedules
- 6.9 Substitutes or "Or-Equal" Items
- 6.10 Substitute Means and Methods
- 6.11 Evaluation of Substitution
- 6.12 Dividing the Work
- 6.13 Subcontractors
- 6.14 Use of Premises
- 6.15 Structural Loading
- 6.16 Record Documents

- 6.17 Safety and Protection
- 6.18 Safety Representative
- 6.19 Emergencies
- 6.20 Shop Drawings and Samples
- 6.21 Shop Drawing and Sample Review
- 6.22 Maintenance During Construction
- 6.23 Continuing the Work
- 6.24 Consent to Assignment
- 6.25 Use of Explosives
- 6.26 Contractor's Records
- 6.27 Load Restrictions

# ARTICLE 7- LAWS AND REGULATIONS

- 7.1 Laws to be Observed
- 7.2 Permits, Licenses, and Taxes
- 7.3 Patented Devices, Materials and Processes
- 7.4 Compliance of Specifications and Drawings
- 7.5 Accident Prevention
- 7.6 Sanitary Provisions
- 7.7 Business Registration
- 7.8 Professional Registration and Certification
- 7.9 Local Building Codes
- 7.10 Air Quality Control
- 7.11 Archaeological or Paleontological Discoveries
- 7.12 Applicable Alaska Preferences
- 7.13 Wages and Hours of Labor
- 7.14 Overtime Work Hours and Compensation

### **ARTICLE 8- OTHER WORK**

- 8.1 Related Work at Site
- 8.2 Access, Cutting, and Patching
- 8.3 Defective Work by Others
- 8.4 Coordination

### **ARTICLE 9- CHANGES**

- 9.1 Department's Right to Change
- 9.2 Authorization of Changes within the General Scope
- 9.3 Directive
- 9.4 Change Order
- 9.5 Shop Drawing Variations
- 9.6 Changes Outside the General Scope; Supplemental Agreement
- 9.7 Unauthorized Work
- 9.8 Notification of Surety
- 9.9 Differing Site Conditions
- 9.10 Interim Work Authorization

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- 10.1 Contract Price
- 10.2 Claim for Price Change
- 10.3 Change Order Price Determination
- 10.4 Cost of the Work
- 10.5 Excluded Costs
- 10.6 CONTRACTOR's Fee
- 10.7 Cost Breakdown
- 10.8 Cash Allowances

- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices

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- 11.1 Commencement of Contract Time; Notice to Proceed
- 11.2 Starting the Work
- 11.3 Computation of Contract Time
- 11.4 Time Change
- 11.5 Extension Due to Delays
- 11.6 Essence of Contract
- 11.7 Reasonable Completion Time
- 11.8 Delay Damages

# ARTICLE 12 - QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 Uncovering Work
- 12.5 DEPARTMENT May Stop the Work
- 12.6 Correction or Removal of Defective Work
- 12.7 One Year Correction Period
- 12.8 Acceptance of Defective Work
- 12.9 DEPARTMENT may Correct Defective Work

# ARTICLE 13- PAYMENTS TO CONTRACTOR AND COMPLETION

- 13.1 Schedule of Values
- 13.2 Preliminary Payments
- 13.3 Application for Progress Payment
- 13.4 Review of Applications for Progress Payments
- 13.5 Stored Materials and Equipment
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- 13.7 Withholding of Payments
- 13.8 Retainage
- 13.9 Request for Release of funds
- 13.10 Substantial Completion
- 13.11 Access Following Substantial Completion
- 13.12 Final Inspection
- 13.13 Final Completion and Application for Payment
- 13.14 Final Payment
- 13.15 Final Acceptance
- 13.16 CONTRACTOR's Continuing Obligation
- 13.17 Waiver of Claims by CONTRACTOR
- 13.18 No Waiver of Legal Rights

# ARTICLE 14- SUSPENSION OF WORK AND TERMINATION

- 14.1 DEPARTMENT May Suspend Work
- 14.2 Default of Contract
- 14.3 Rights or Remedies
- 14.4 Convenience Termination

# ARTICLE 15- CLAIMS AND DISPUTES

- 15.1 Notification
- 15.2 Presenting the Claim
- 15.3 Claim Validity, Additional Information & DEPARTMENT's Action
- 15.4 Contracting Officer's Decision
- 15.5 Fraud and Misrepresentation in Making Claims

# ACKNOWLEDGMENT

"The State of Alaska, General Conditions of the Construction Contract for Buildings" is based on the "Standard General Conditions of the Construction Contract" as published by the National Society of Professional Engineers (document number 1910-8, 1983 edition) on behalf of the Engineers Joint Construction Documents Committee. Portions of the NSPE General Conditions are reprinted herein by the express permission of NSPE. Modifications to the NSPE text are made to provide for State laws, regulations, and established procedures.

The granting of permission by NSPE to allow the State of Alaska to preprint portions of the NSPE document 1910-8, 1983 edition does not constitute approval of the State of Alaska General Conditions of the Construction Contract for Buildings.

### **ARTICLE 1 - DEFINITIONS**

Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference.

Terms not defined below shall have their ordinary accepted meanings within the context which they are used. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are to be interpreted as defined.

Addenda- All clarifications, corrections, or changes issued graphically or in writing by the DEPARTMENT after the Advertisement but prior to the opening of Proposals.

Advertisement- The public announcement, as required by law, inviting bids for Work to be performed or materials to be furnished.

**Application for Payment** - The form provided by the DEPARTMENT which is to be used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval - 'Approved' or 'Approval' as used in this contract document shall mean that the Department has received a document, form or submittal from the contractor and that the Department has taken "No exceptions" to the item submitted. Unless the context clearly indicates otherwise, approved or approval shall not mean that the Department approves of the methods or means, or that the item or form submitted meets the requirements of the contract or constitutes acceptance of the Contractor's work. Where approved or approval means acceptance, then such approval must be set forth in writing and signed by the contracting officer or his designee.

Architect - Where used in the contract documents, "ARCHITECT" shall mean the DEPARTMENT'S ENGINEER.

Architect/Engineer - Where used in the contract documents, "ARCHITECT/ENGINEER" shall mean the DEPARTMENT'S ENGINEER.

A.S. - Initials which stand for Alaska Statute.

Award - The acceptance, by the DEPARTMENT, of the successful bid.

Bid Bond - A type of Proposal Guaranty.

**Bidder** - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the DEPARTMENT directing changes to the Contract Documents, within their general scope.

**Consultant** - The person, firm, or corporation retained directly by the DEPARTMENT to prepare Contract Documents, perform construction administration services, or other Project related services.

**Contingent Sum Work Item -** When the bid schedule contains a Contingent Sum Work Item; the Work covered shall be performed only upon the written Directive of the Project Manager. Payment shall be made as provided in the Directive.

**Contract** - The written agreement between the DEPARTMENT and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

**Contract Documents** -The Contract form, Addenda, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings furnished by the DEPARTMENT to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer, for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

**Contracting Officer** - The person authorized by the Commissioner to enter into and administer the Contract on behalf of the DEPARTMENT. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the construction Contract.

**CONTRACTOR** - The individual, firm, corporation or any acceptable combination thereof, contracting with the DEPARTMENT for performance of the Work.

**Contract Price** - The total moneys payable by the DEPARTMENT to the CONTRACTOR under the terms of the Contract Documents.

**Contract Time** - The number of Calendar Days following issuance of Notice-to-Proceed in which the project shall be rendered Substantially Complete, or if specified as a calendar date, the Substantial Completion date specified in the Contract Documents

Controlling Item - Any feature of the Work on the critical path of a network schedule.

Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents.

**DEPARTMENT -** The Alaska Department of Transportation and Public Facilities. References to "Owner", "State", "Contracting Agency", mean the DEPARTMENT.

**Directive** - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

**Drawings** - The Drawings which show the character and scope of the Work to be performed and which have been furnished by the DEPARTMENT or the DEPARTMENT's Consultant and are by reference made a part of the Contract Documents.

**ENGINEER** - The DEPARTMENT'S authorized representative of the Contracting Officer, as defined in the DEPARTMENT'S *delegation of authority letter* to be issued after notice-to-proceed, who is responsible for administration of the contract.

Equipment - All machinery together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Final Acceptance - The DEPARTMENT's written acceptance of the Work following Final Completion and the performance of all Contract requirements by the CONTRACTOR.

Final Completion - The Project (or specified part thereof) has progressed to the point that all required Work is complete as determined by the Contracting Officer.

Furnish- To procure, transport, and deliver to the project site materials, labor, or equipment, for installation or use on the project.

General Requirements - Sections of Division 1 of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

00700-2

Holidays - In the State of Alaska, Legal Holidays occur on:

- 1. New Year's Day- January 1
- 2. Martin Luther King's Birthday- Third Monday in January
- 3. President's Day-Third Monday in February
- 4. Seward's Day-Last Monday in March
- 5. Memorial Day-Last Monday in May
- 6. Independence Day- July 4
- 7. Labor Day-First Monday in September
- 8. Alaska Day-October 18
- 9. Veteran's Day November 11
- 10. Thanksgiving Day- Fourth Thursday in November
- 11. Christmas Day December 25
- 12. Every Sunday
- 13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the Holiday should fall on a Sunday, except (12) above, Sunday and the following Monday are both legal Holidays. See Title 44, Alaska Statutes.

**Inspector** - The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

**Interim Work Authorization -** A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

Invitation for Bids - A portion of the bidding documents soliciting bids for the Work to be performed.

Laboratory- The official testing laboratories of the DEPARTMENT or such other laboratories as may be designated by the Engineer or identified in the contract documents.

Materials -Any substances specified for use in the construction of the project.

**Notice of Intent to Award-** The written notice by the DEPARTMENT to all Bidders identifying the apparent successful Bidder and establishing the DEPARTMENT's intent to execute the Contract when all conditions required for execution of the Contract are met.

**Notice to Proceed** - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

**Payment Bond** - The security furnished by the CONTRACTOR and his Surety to guarantee payment of the debts covered by the bond.

**Performance Bond** - The security furnished by the CONTRACTOR and his Surety to guarantee performance and completion of the Work in accordance with the Contract.

**Preconstruction Conference -** A meeting between the CONTRACTOR and the Engineer, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

**Project** - The total construction, of which the Work performed under the Contract Documents, is the whole or a part, where such total construction may be performed by more than one CONTRACTOR.

**Project Manager** - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

Proposal - The offer of a Bidder, on the prescribed forms, to perform the Work at the prices quoted.

**Proposal Guaranty** - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if his Proposal is accepted by the DEPARTMENT.

**Quality Assurance (QA)**-Where referred to in the technical specifications (Divisions 2 through 16), Quality Assurance refers to measures to be provided by the CONTRACTOR as specified.

**Quality Control (QC)** - Tests and inspections by the CONTRACTOR to insure the acceptability of materials incorporated into the Work. QC test reports are used as a basis upon which to determine whether the Work conforms to the requirements of the Contract Documents and to determine its acceptability for payment.

Regulatory Requirements - Laws, rules, regulations, ordinances, codes and/or orders.

**Schedule of Values -** The DEPARTMENT's document, submitted by the CONTRACTOR and reviewed by the Contracting Officer, which shall serve as the basis for computing payment and for establishing the value of separate items of work which comprise the Contract Price.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work. Where used in the Contract Documents, "Shop Drawings" shall also mean "Submittals".

**Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR or any other Subcontractor sublets part of the Contract.

**Substantial Completion** - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Contracting Officer, as evidence by the DEPARTMENT's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

**Supplemental Agreement -** A written agreement between the CONTRACTOR and the DEPARTMENT covering work that is not within the general scope of the Contract.

**Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, distributor, materialman or vendor of materials or equipment.

**Surety** - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

**Traffic Control Plan (TCP)** - A drawing of one or more specific plans that detail the routing of pedestrian, and/or vehicular traffic through or around a construction area.

Unit Price Work - Work to be paid for on the basis of unit prices.

Using Agency - The entity who will occupy or use the completed Project.

**Utility** - The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway or street drainage, and other similar commodities, including publicly owned fire and police signal systems, street lighting systems, and railroads which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary."

**Work** - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

# **ARTICLE 2-AUTHORIZATION AND LIMITATIONS**

# 2.1 Authorities and Limitations

- 2.1.1 The Contracting Officer alone shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified.
- 2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the DEPARTMENT as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

### 2.2 Evaluations by Contracting Officer:

- 2.2.1 The Contracting Officer will decide all questions which may arise as to:
  - a. Quality and acceptability of materials furnished;
  - b. Quality and acceptability of Work performed;
  - c. Compliance with the schedule of progress;
  - d. Interpretation of Contract Documents;
  - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".

When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).

2.2.3 The use of any such term or adjective shall not be effective to assign to the DEPARTMENT any duty of authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

# 2.3 Means & Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

# 2.4 Visits to Site/Place of Business:

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

# ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### 3.1 Incomplete Contract Documents:

The submission of a bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The DEPARTMENT expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.

### **3.2** Copies of Contract Documents:

The DEPARTMENT shall furnish to the CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

#### 3.3 Scope of Work:

The Contract Documents comprise the entire Contract between the DEPARTMENT and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

# 3.4 Intent of Contract Documents:

- 3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.
- 3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the DEPARTMENT and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

### 3.5 Discrepancy in Contract Documents:

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the work, the CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this

determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the DEPARTMENT for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.5.2 Discrepancy- Order of Precedence:

When conflicts errors or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

Contents of Addenda Supplementary Conditions General Conditions General Requirements Technical Specifications Drawings Recorded dimensions will govern over scaled dimensions Large scale details over small scale details Schedules over plans Architectural drawings over structural drawings Structural drawings over mechanical and electrical drawings

#### 3.6 Clarifications and Interpretations:

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

#### 3.7 Reuse of Documents:

Neither the CONTRACTOR nor any Subcontractor, or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the DEPARTMENT shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the DEPARTMENT and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the DEPARTMENT.

# **ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS**

### 4.1 Availability of Lands:

The DEPARTMENT shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the DEPARTMENT, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The CONTRACTOR shall provide all waste and disposal areas, including disposal areas for hazardous or contaminated materials, at no additional cost to the DEPARTMENT.

### 4.2 Visit to Site:

The submission of a bid by the CONTRACTOR is considered a representation that the CONTRACTOR has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

#### 4.3 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the DEPARTMENT in preparation of the Contract Documents. The CONTRACTOR may for his purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

#### 4.4 Utilities:

The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the DEPARTMENT by the owners of such underground utilities.

- 4.4.2 The CONTRACTOR shall have full responsibility for:
  - a. Reviewing and checking all information and data concerning utilities.
  - b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the work.
  - c. Coordination of the Work with the owners of all utilities during construction.
  - d. Safety and protection of all utilities as provided in paragraph 6.17.
  - e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.
- 4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.
- 4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service has been approved by the local fire

authority.

# 4.5 Damaged Utilities:

When utilities are damaged by the CONTRACTOR, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the DEPARTMENT, all materials, equipment and labor necessary to complete repair of the damage:

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.
- d. All visible utilities.
- e. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

# 4.6 Utilities Not Shown or Indicated:

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground utility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented in accordance with paragraph 9.2 and to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

# 4.7 Survey Control:

The DEPARTMENT will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes shall be provided to the DEPARTMENT at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes.

# **ARTICLE 5-BONDS, INSURANCE, AND INDEMNIFICATION**

## 5.1 Delivery of Bonds:

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

# 5.2 Bonds:

The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the DEPARTMENT (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.

# 5.3 Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the DEPARTMENT, or if any such Surety fails to furnish reports as to his financial condition as requested by the DEPARTMENT, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to DEPARTMENT.

An individual Surety may be replaced by a corporate Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the DEPARTMENT may, at its option, accept substitute collateral.

### 5.4 Insurance Requirements:

- 5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the DEPARTMENT covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the DEPARTMENT of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.
- 5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of the Work under this agreement the following policies and minimum limits of liability. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.
  - a. <u>Workers' Compensation Insurance</u>: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include:
    - 1. Waiver of subrogation against the State and Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.

- 2. If the 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.
- 3. Whenever the Work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.
- b. <u>Comprehensive or Commercial General Liability Insurance</u>: Such insurance shall cover all operations by or on behalf of the CONTRACTOR and provide insurance for bodily injury and property damage liability including <u>coverage</u> for:

Premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 5.5, Indemnification; broad form property damage; and personal injury liability.

The minimum limits of liability shall be:

1. If the CONTRACTOR carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:

\$1,000,000 each occurrence \$2,000,000 aggregate

2. If the CONTRACTOR carries a *Commercial General Liability* policy, the limits of liability shall not be less than:

\$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage) \$1,000,000 for Personal Injury Liability

\$2,000,000 aggregate for Products-Completed Operations \$2,000,000 general aggregate

The State of Alaska, DEPARTMENT of Transportation and Public Facilities shall be named as an "Additional Insured" under all liability coverages listed above.

### c. Automobile Liability Insurance:

Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following:

\$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage.)

d. Builder's Risk Insurance:

Coverage shall be on an "All Risk" completed value basis including "quake and flood" and protect the interests of the DEPARTMENT, the CONTRACTOR and his Subcontractors. Coverage shall include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site, in transit from port of arrival to job site and while temporarily located away from the Project site.

In addition to providing the above coverages the CONTRACTOR shall ensure that Subcontractors provide insurance coverages as noted in clauses a., b., and c. of this subparagraph. Builders Risk Insurance will only be required of subcontractors if so stated in the Supplementary Conditions.

e. <u>Other Coverages:</u>

As specified in the Supplementary Conditions.

5.4.3 In addition to providing the above coverages the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of insurance shall be furnished to the Department prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number)"

# 5.5 Indemnification:

The CONTRACTOR shall indemnify, save harmless, and defend the DEPARTMENT, its agents and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the CONTRACTOR's performance of this Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the DEPARTMENT's negligence.

## **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

### 6.1 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

## 6.2 Superintendence by CONTRACTOR:

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the DEPARTMENT. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

# 6.3 Character of Workers:

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

#### 6.4 CONTRACTOR to Furnish:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance testing, start-up and completion of the Work.

### 6.5 Materials and Equipment:

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

#### 6.6 Anticipated Schedules:

6.6.1 Within fourteen (14) calendar days after the date of tlle Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work. No individual stage of work shall exceed fourteen (14) calendar days.

- 6.6.2 Within twenty one (21) days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated schedule of Shop Drawing submissions
- 6.6.3 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit for review and approval:

Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

# 6.7 Finalizing Schedules:

Prior to processing the first Application for Payment the Contracting Officer and the CONTRACTOR will finalize schedules required by paragraph6.6. The finalized progress schedule will be acceptable to the DEPARTMENT as providing information related to the orderly progression of the Work to completion within the Contract Time; but such acceptance will neither impose on the DEPARTMENT nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acknowledgment by the DEPARTMENT as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acknowledgment by the DEPARTMENT as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the DEPARTMENT or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the prosecution of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

### 6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request the CONTRACTOR shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

# 6.9 Substitutes or "Or-Equal" Items:

- 6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.
- 6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.

- 6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
- 6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed substitute. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.
- 6.9.5 Substitutions shall be permitted during or after the bid period as allowed and in accordance with Document 00020- Invitation for Bids, Document 00700-General Conditions, and Document 01630- Product Options and Substitutions.

### 6.10 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.9 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

#### 6.11 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written Approval which will be evidenced by either a Change Order or a Shop Drawing Approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute.

# 6.12 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

### 6.13 Subcontractors:

The CONTRACTOR may utilize the services of appropriately licensed Subcontractors on those parts of the Work which, under normal contracting practices, are performed by Subcontractors, in accordance with the following conditions:

- 6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract. All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the DEPARTMENT to reject Defective Work.
- 6.13.2 The CONTRACTOR shall be fully responsible to the DEPARTMENT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- 6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the DEPARTMENT and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.
- 6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the DEPARTMENT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the DEPARTMENT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The DEPARTMENT will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.
- 6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.
- 6.13.6 The CONTRACTOR shall include on his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

# 6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the DEPARTMENT by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall hold the DEPARTMENT harmless.

### 6.15 Structural Loading:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### 6.16 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all Approved samples and a counterpart of all Approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

### 6.17 Safety and Protection:

The CONTRACTOR alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Ali damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

### 6.18 Safety Representative:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

### 6.19 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DEPARTMENT, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the DEPARTMENT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

### 6.20 Shop Drawings and Samples:

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and Approval of each such variation. All variations of the proposed Shop Drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or Contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the DEPARTMENT of his intent. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The DEPARTMENT.

# 6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.
- 6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a

specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. Approval by the Contracting Officer will not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.

- 6.21.3 The DEPARTMENT shall be responsible for all DEPARTMENT review costs resulting from the initial submission and the forms resubmittal. The CONTRACTOR shall, at the discretion of the Contracting Agency, pay all review costs incurred by the DEPARTMENT as a result of any additional re-submittals.
- 6.21.4 Where a Shop Drawing or ample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

#### 6.22 Maintenance During Construction:

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

### 6.23 Continuing the Work:

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the DEPARTMENT. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

### 6.24 Consent to Assignment:

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

### 6.25 Use of Explosives:

- 6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.
- 6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.
- 6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

# 6.26 CONTRACTOR's Records:

6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract

### Documents.

- 6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.
- 6.26.3 Records of all communications between the DEPARTMENT and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The DEPARTMENT or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

### 6.27 Load Restrictions

The CONTRACTOR shall comply with all load restrictions as set forth in the "Administrative Permit Manual", and Title 17, Chapter 25, of the Alaska Administrative Code in the hauling of materials on public roads, beyond the limits of the project, and on all public roads within the project limits that are scheduled to remain in use upon completion of the project.

Overload permits may, at the discretion of the State, be issued for travel beyond the project limits for purposes of mobilization and/or demobilization. Issuance of such a permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to any type of construction will not be permitted. No overloads will be permitted on the base course or surface course under construction. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for ail damage done by his equipment.

# **ARTICLE 7- LAWS AND REGULATIONS**

# 7.1 Laws to be Observed

The CONTRACTOR shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the DEPARTMENT and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the DEPARTMENT shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

# 7.2 Permits, Licenses, and Taxes

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all federal, state and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the DEPARTMENT under this Contract.
- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the *Release of Contract*) will be verified with the Department of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

### 7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the DEPARTMENT, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the DEPARTMENT for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

### 7.4 Compliance of Specifications and Drawings:

If the CONTRACTOR observes that the Specifications and Drawings supplied by the DEPARTMENT are at variance with any Regulatory Requirements, CONTRACTOR shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the DEPARTMENT are in accordance with such Regulatory Requirements.

### 7.5 Accident Prevention:

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

### 7.6 Sanitary Provisions:

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and DEPARTMENT representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

# 7.7 Business Registration:

Comply with AS 08.18.011, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or venturers whose name appears in the name under which the partnership or venture does business is registered."

# 7.8 Professional Registration and Certification:

All craft trades, architects, engineers and land surveyors, electrical administrators, and explosive handlers employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48,-08.40, and 08.52. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

# 7.9 Local Building Codes:

The CONTRACTOR shall comply with AS 35.10.025 which requires construction in accordance with applicable local building odes to include the obtaining of required permits.

# 7.10 Air Quality Control:

The CONTRACTOR shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

### 7.11 Archaeological or Paleontological Discoveries:

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra Work, such shall be covered by an appropriate Contract change document.

### 7.12 Applicable Alaska Preferences:

7.12.1 In determining the low bidder for State funded projects, a 5% bid preference has been given to "Alaska bidders", as required under AS 36.30.170. "Alaska bidder" means a person who:

(1) holds a current Alaska business license;

(2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license

(3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;

(4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) through (4), above.

7.12.2 In determining the low bidder for State funded projects, an "Alaska products" preference has been given as required under AS 36.30.326 - 36.30.332, when the bidder designates the use of Alaska products. The Bidder shall complete the Alaska Products Preference Worksheet per its instructions and submit it with the Bid

Proposal. If the successful Bidder/CONTRACTOR proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful Bidder/CONTRACTOR in an amount equal to the product preference percentage granted to the successful Bidder/CONTRACTOR plus one percent multiplied by the total declared value of the Alaska products proposed but not used.

- 7.12.3 Pursuant to AS 36.15.050 and AS 36.30.322, "agricultural/wood" products harvested in Alaska shall be used in State funded projects whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state, when such products are not utilized, the CONTRACTOR shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products that fail to meet the requirements of this section shall be subject to the provisions of paragraphs 12.6 through 12.9 relating to Defective Work.
- 7.12.4 The CONTRACTOR shall maintain records, in a format acceptable to the Contracting Officer, which establish the type and extent of "agricultural/wood" and "Alaska" products utilized. All record keeping and documentation associated with the requirements 7.12.2 and 7.12.3 of this paragraph must be provided to the DEPARTMENT upon written request or as otherwise provided within the Contract Documents.

# 7.13 Wages and Hours of Labor:

- 7.13.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor and, upon request, to the Contracting Officer to assure to assure compliance with AS 36.05.040, *Filing Schedule of Employees Wages Paid and Other Information*. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the Work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR's certified payrolls. Regardless of project funding source, copies of all certified payrolls supplied to the State Department of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors.
- 7.13.2 The following labor provisions shall also apply to this Contract:
  - a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
  - b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
  - c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
  - d. the DEPARTMENT shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
    - 1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
    - 2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.13.3 Within three calendar days of award of a construction contract, the CONTRACTOR shall file a "Notice of Work" with the Department of Labor and shall pay all related fees. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to the State Department of Labor. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.

## 7.14 Overtime Work Hours and Compensation:

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060-.110, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the *Contract Work Hours and Safety Standards Act* unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the DEPARTMENT for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

# **ARTICLE 8 - OTHER WORK**

### 8.1 Related Work at Site:

- 8.1.1 The DEPARTMENT reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the Work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the DEPARTMENT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

# 8.2 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the DEPARTMENT (or the DEPARTMENT, if the DEPARTMENT is performing the additional work with the DEPARTMENT's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the Work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the DEPARTMENT and other contractors.

### **8.3 Defective Work by Others:**

If any part of the CONTRACTOR's Work depends for proper execution or results upon the Work of any such other contractor, utility owner, or the DEPARTMENT, the CONTRACTOR shall inspect and promptly report to the Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

### 8.4 Coordination:

If the DEPARTMENT contracts with others for the performance of other work at the site, Contracting Officer will have authority and responsibility for coordination of the activities among the various prime contractors.

# **ARTICLE 9- CHANGES**

# 9.1 DEPARTMENT's Right to Change:

Without invalidating the Contract and without notice to any Surety, the DEPARTMENT may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In State-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work

# 9.2 Authorization of Changes within the General Scope:

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized by one or more of following ways:

- 9.2.1 Directive (pursuant to paragraph 9.3)
- 9.2.2 A Change Order (pursuant to paragraph 9.4)
- 9.2.3 DEPARTMENT's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

# 9.3 Directive:

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (Pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.19).
- 9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.
- 9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the Work basis" as provided in 10.4

### 9.4 Change Order:

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11. A Change Order shall be considered executed when it is signed by the DEPARTMENT.

# 9.5 Shop Drawing Variations:

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

### 9.6 Changes Outside the General Scope; Supplemental Agreement:

Any change which is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by a Supplemental Agreement signed by the appropriate representatives of the DEPARTMENT and the CONTRACTOR.

# 9.7 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

## 9.8 Notification of Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable bond will be adjusted accordingly.

### 9.9 Differing Site Conditions:

- 9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an adjustment shall be made and the Contract modified in writing accordingly. An adjustment in compensation shall be computed under Article 10.
- 9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the Work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

# 9.10 Interim Work Authorization:

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and Price. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the Cost of the Work shall be documented pursuant to Article 10.4, to establish a basis for negotiating a lump sum price for the Change Order.
#### **ARTICLE 10- CONTRACT PRICE; COMPUTATION AND CHANGE**

#### 10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or Supplemental Agreement.

#### **10.2** Claim for Price Change:

Any claim for an increase or decrease in the Contract Price shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless notice requirements of this Contract have been met.

#### **10.3 Change Order Price Determination:**

The value of any Work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).
- 10.3.2 By mutual acceptance of a lump sum (fixed price) which includes overhead and profit. The lump sum (fixed price) shall be negotiated based on the estimated "cost of the Work" in accordance with Articles 10.4 and 10.5. The following maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be used in the negotiation of a Lump Sum Change Order:
  - a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's fee shall be twenty percent;
  - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit for itself and all Subcontractors and multiple tiers thereof shall be fifteen percent of the cost incurred by the subcontractor actually performing the Work;
  - c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
  - d. The amount of credit to be allowed by the CONTRACTOR to the DEPARTMENT for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an amount equal to twenty percent of the net decrease; and
  - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 10.3.2.a through 10.3.2.d, inclusive
- 10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the "cost of the Work" (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.6).
- 10.3.4 Before a Change Order or Supplemental Agreement is Approved, the CONTRACTOR shall submit cost or pricing data regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

#### 10.4 Cost of the Work:

The term "cost of the Work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the DEPARTMENT, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in subparagraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the DEPARTMENT and the CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the DEPARTMENT.
- 10.4.2 Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the DEPARTMENT deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the DEPARTMENT. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the DEPARTMENT, and the CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the DEPARTMENT, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the DEPARTMENT who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the Work" plus a fee, the Subcontractor' "cost of the Work" shall be determined in the same manner as the CONTRACTOR's "cost of work" as described in paragraphs 10.4 through 10.5; and the Subcontractor's fee shall be established as provided for under subparagraph 10.6.2 clause b. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- 10.4.5 Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the Workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
  - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements Approved by the DEPARTMENT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

For any machinery or special equipment (other than small tools) which has been authorized by the Project

Manager, the CONTRACTOR shall receive the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment", published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, CA 95131. Hourly rental rates shall be determined as follows:

The established hourly rental rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

The adjusted monthly rate is that resulting from application of the rate adjustment formula in order to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Attachments shall not be included unless required for the time and materials work.

For equipment not listed in The Blue Book, the CONTRACTOR shall receive a rental rate as agreed upon before such work is begun. If agreement cannot be reached, the DEPARTMENT reserves the right to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates in the area.

These rates shall apply for equipment used during the CONTRACTOR's regular shift of 10 hours per day. Where the equipment is used more than 10 hours per day, either on the CONTRACTOR's normal work or on time and materials, and either on single or multiple shifts, an overtime rate, computed as follows, shall apply:

The hourly overtime rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

Equipment which must be rented or leased specifically for work required under this section shall be authorized in writing by the Project Manager. The CONTRACTOR shall be paid invoice price plus 15%.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for time and materials, work, the actual cost of transferring the equipment to the site of the Work and return will be allowed as an additional item of expense. Where the move is made by common carrier, the move-in allowance will be limited to the amount of the freight bill or invoice. If the CONTRACTOR hauls the equipment with his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related work.

Equipment ordered to be on a stand-by basis shall be paid for at the stand-by rental rate for the number of hours in the CONTRACTOR'S normal work shift, but not to exceed 8 hours per day. The stand-by rental rate shall be computed as follows:

# The hourly stand-by rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, all multiplied by the area adjustment factor.

Time will be recorded to the nearest one-quarter hour for purposes of computing compensation to the CONTRACTOR for equipment utilized under these rates.

The equipment rates as determined above shall be full compensation, including overhead and profit, for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance costs. Cost of repairs, both major and minor, as well as charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

- d. Sales, consumer, use or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the DEPARTMENT. No such losses, damages and expenses shall be included in the "cost of the Work" for the purpose of determining the CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the DEPARTMENT in accordance with Article 5.

#### 10.5 Excluded Costs:

The term "cost of the Work" shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5. 1 above).
- 10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

#### 10.6 CONTRACTOR's Fee:

The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows.

- 10.6.1 A mutually acceptable fixed fee; or if none can be agreed upon.
- 10.6.2 A fee based on the following percentages of the various portions of the "cost of the Work":
  - a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's fee shall be fifteen percent;
  - b. For costs incurred under paragraph10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the Work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit for itself and all Subcontractors and multiple tiers thereof shall be fifteen percent of the cost incurred by the subcontractor actually performing the Work;
  - c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
  - d. The amount of credit to be allowed by the CONTRACTOR to the DEPARTMENT for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an amount equal to fifteen percent of the net decrease; and
  - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.a through 10.6.2.d, inclusive.

#### 10.7 Cost Breakdown:

Whenever the cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in a form acceptable to the DEPARTMENT an itemized cost breakdown together with supporting data.

#### **10.8 Cash Allowances:**

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

- 10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
- 10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due the CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 10.9 Unit Price Work:

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the

#### DEPARTMENT in accordance with paragraph 10.10.

- 10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.
- 10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted; except as provided below:
  - a. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more than 25 percent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above 125 percent of the quantity stated in the bid schedule.
  - b. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally bid for the item.

#### **10.10** Determinations for Unit Prices:

The Contracting Officer will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Contracting Officer will review with the CONTRACTOR preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Contracting Officer's acknowledgment thereof will be final and binding on the CONTRACTOR, unless, within 10 days after the date of any such decisions, the CONTRACTOR delivers to the Contracting Officer written notice of intention to appeal from such a decision.

#### ARTICLE 11- CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 Starting the Work:

No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after Award has been made, to permit them to order long lead materials which could cause delays in Project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

- 11.3 Computation of Contract Time:
- 11.3.1 When the Contract Time is specified on a Calendar Day basis, all Work under the Contract shall be completed within the number of Calendar Days specified. The count of Contract Time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein.

Calendar Days shall continue to be counted against Contract Time until and including the date of Substantial Completion of the Work.

- 11.3.2 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Substantial Completion.
- 11.3.3 The Contract Time shall be as stated on form 25D-9, Proposal.

#### 11.4 Time Change:

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

#### 11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the DEPARTMENT in its contractual capacity, acts of another contractor in the performance of a contract with the DEPARTMENT, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

#### 11.6 Essence of Contract:

All time limits stated in the Contract Documents are of the essence of the Contract.

#### 11.7 Reasonable Completion Time:

It is expressly understood and agreed by and between the CONTRACTOR and the DEPARTMENT that the date of

beginning and the time for Substantial Completion of the Work described herein are reasonable times for the completion of the Work.

#### 11.8 Delay Damages:

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his Sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time.

Liquidated and actual damages for delay shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT in the amount as specified in the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the time required by the Contract, or any extension thereof. If a listing of incidents resulting from a delay and expected to give rise to actual or liquidated damages is not established by the Contract Documents, then the CONTRACTOR and his Surety shall be liable to the DEPARTMENT for any actual damages occasioned by such delay. The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages are intended as compensation for losses anticipated to arise, and include those items enumerated in the Supplementary Conditions.

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or DEPARTMENT costs, fees, and charges related to reprocurement. If a default termination occurs, the CONTRACTOR or his Surety shall pay <u>in addition to</u> these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

#### ARTICLE 12 - QUALITY ASSURANCE

#### 12.1 Warranty and Guaranty:

The CONTRACTOR warrants and guarantees to the DEPARTMENT that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this article.

#### 12.2 Access to Work:

The DEPARTMENT and the DEPARTMENT's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

#### 12.3 Tests and Inspections:

- 12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or Approvals.
- 12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with DEPARTMENT's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The DEPARTMENT may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.
- 12.3.4 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.
- 12.3.5 Neither observations nor inspections, tests or Approvals by the DEPARTMENT or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

#### 12.4 Uncovering Work:

12.4.1 If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for the Contracting Officer's observation and replaced at the CONTRACTOR's expense.

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

#### 12.5 DEPARTMENT May Stop the Work:

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR or any other party.

#### 12.6 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other-professionals) made necessary thereby.

#### 12.7 One Year Correction Period:

If within one year after the date of Substantial Completion of the relevant portion of the Work or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the CONTRACTOR shall promptly, without cost to the DEPARTMENT and in accordance with the Contracting Officer's written instructions, either correct such Defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the DEPARTMENT may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the DEPARTMENT before Substantial Completion of all the Work, the correction period for that item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

#### 12.8 Acceptance of Defective Work:

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. If the DEPARTMENT has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT.

#### 12.9 DEPARTMENT May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the DEPARTMENT may, after 7 days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the DEPARTMENT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials-and equipment stored at the site or approved remote storage sites or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the DEPARTMENT in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of time because of any delay in performance of the Work attributable to the exercise, by the Contracting Officer, of the DEPARTMENT's rights and remedies hereunder.

#### ARTICLE 13 -PAYMENTS TO CONTRACTOR AND COMPLETION

#### 13.1 Schedule of Values:

The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Contracting Officer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### **13.2** Preliminary Payments:

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Price as stated in the Contract.

#### **13.3** Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis.

#### **13.4** Review of Applications for Progress Payment:

Contracting Officer will either indicate in writing a recommendation of payment or return the Application for Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

#### 13.5 Stored Materials and Equipment:

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the DEPARTMENT has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the DEPARTMENT's interest therein, all of which will be Satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

#### 13.6 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the DEPARTMENT no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

#### **13.7** Withholding of Payments:

The DEPARTMENT may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.

- 13.7.2 The Contract Price has been reduced by Change Order,
- 13.7.3 The DEPARTMENT has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The DEPARTMENT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1. a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the DEPARTMENT or against the funds held by the DEPARTMENT on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the DEPARTMENT to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
- 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

#### 13.8 Retainage:

At any time the DEPARTMENT finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Contracting Officer finds that satisfactory progress is being made.

#### 13.9 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the DEPARTMENT, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the DEPARTMENT shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

#### **13.10** Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer does not consider the Work substantially complete, and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

The DEPARTMENT shall be responsible for all DEPARTMENT costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the DEPARTMENT resulting from re-

inspections, thereafter.

#### 13.11 Access Following Substantial Completion:

The DEPARTMENT shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the DEPARTMENT shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### **13.12 Final Inspection:**

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate Consultant(s) and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the DEPARTMENT resulting from re-inspections.

#### 13.13 Final Completion and Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, and other documents - all as required by the Contract Documents; and after the Contracting Officer has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.18, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all remaining certificates, warranties, guarantees, releases, affidavits, and other documentation required by the Contract Documents.

#### 13.14 Final Payment:

- 13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation- all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the DEPARTMENT will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.
- 13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the DEPARTMENT for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted and accepted shall be submitted by the CONTRACTOR to the DEPARTMENT with the application for such payment. Such payment shall be made under the terms and conditions governing fma1 payment, except that it shall not constitute a waiver of claims.

#### 13.15 Final Acceptance:

Following certification of payment of payroll and revenue taxes, and final payment to the CONTRACTOR, the DEPARTMENT will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.17.

#### 13.16 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the DEPARTMENT, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the DEPARTMENT or Using Agency, nor any act of acceptance by the DEPARTMENT nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the DEPARTMENT will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

When it is anticipated that restarting, testing, adjusting, or balancing of systems will be required following Final Acceptance and said requirements are noted in Section(s) 01650, such Work shall constitute a continuing obligation under the Contract.

#### 13.17 Waiver of Claims by CONTRACTOR:

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the DEPARTMENT other than those previously made in writing and still unsettled.

#### 13.18 No Waiver of Legal Rights:

The DEPARTMENT shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The DEPARTMENT shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the DEPARTMENT, or any representative of the DEPARTMENT, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the DEPARTMENT, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver by the DEPARTMENT of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

#### ARTICLE 14- SUSPENSION OF WORK, DEFAULT AND TERMINATION

#### 14.1 DEPARTMENT May Suspend Work:

- 14.1.1 The DEPARTMENT may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefor as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.
- 14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or Approved remote storage sites.

#### 14.2 Default of Contract:

- 14.2.1 The Contracting Officer may give the CONTRACTOR and its surety a written Notice to Cure Default if the CONTRACTOR:
  - a. fails to begin work in the time specified,
  - b. fails to use sufficient resources to assure prompt completion of the Work,
  - c. performs the Work unsuitably or neglects or refuses to remove and replace rejected materials or work,
  - d. stops work,
  - e. fails to resume stopped work after receiving notice to do so,
  - f. becomes insolvent (except that if the CONTRACTOR declares bankruptcy, termination will be under Title 11 US Code 362 and/or 365. The CONTRACTOR'S bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the Work in a timely manner.
  - g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
  - h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
  - i. Disregards Regulatory Requirements of any public body having jurisdiction, or
  - j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
  - k. fails to comply with Contract minimum wage payments or civil rights requirements, or
  - 1. is a party to fraud, deception, misrepresentation, or
  - m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.
- 14.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the DEPARTMENT to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the DEPARTMENT. The DEPARTMENT will provide the CONTRACTOR or its surety with a written Notice of Default Termination that details the default and the failure to cure it.
- 14.2.3 If the CONTRACTOR or its Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the DEPARTMENT may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The DEPARTMENT may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be

used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the DEPARTMENT may deem expedient. The DEPARTMENT may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

- 14.2.4 The Contracting Officer may, by written notice to the CONTRACTOR and its Surety or its representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at its option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the DEPARTMENT for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the Contract Documents.
- 14.2.5 After the notice of termination is issued, the DEPARTMENT may take over the Work and complete it by contract or otherwise and may take possession of and use materials, appliances, equipment or plant on the Work site necessary for completing the Work.
- 14.2.6 Rather than taking over the Work itself, the DEPARTMENT may transfer the obligation to perform the Work from the CONTRACTOR to its surety. The surety must submit its plan for completion of the Work, including any contracts or agreements with third parties for completion, to the DEPARTMENT for approval prior to beginning work. The surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply.
- 14.2.7 On receipt of the transfer notice, the surety must take possession of all materials, tools, and appliances at the Work site, employ an appropriate work force, and complete the Contract work, as specified. The Contract specifications and requirements shall remain in effect. However the DEPARTMENT will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. The CONTRACTOR shall forfeit any right to claim for the same work or any part thereof. The CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract.
- 14.2.8 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.9 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the DEPARTMENT in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other reprocurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the DEPARTMENT and any amounts due to persons for whose benefit the DEPARTMENT has withheld funds, such excess shall be paid by the DEPARTMENT to the CONTRACTOR. If the damages, costs, and expenses due the DEPARTMENT exceed the unpaid balance, the CONTRACTOR and its Surety shall pay the difference.
- 14.2.10 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

#### 14.3 **Rights or Remedies:**

Where the CONTRACTOR's services have been so terminated by the DEPARTMENT, the termination will not affect any rights or remedies of the DEPARTMENT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the DEPARTMENT will not release the CONTRACTOR from liability.

#### **14.4** Convenience Termination:

- 14.4.1 The performance of the Work may be terminated by the DEPARTMENT in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the DEPARTMENT. Any such termination shall be effected by-delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the DEPARTMENT the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.
- 14.4.2 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:
  - a. Stop Work on the date and to the extent specified in the Notice of Termination;
  - b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
  - c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
  - d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
  - e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
  - f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the DEPARTMENT;
  - g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire any interest.
  - The CONTRACTOR shall proceed immediately with the performance of the above obligations.
- 14.4.3 When the DEPARTMENT orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15% with materials becoming the property of the DEPARTMENT- or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the DEPARTMENT shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost; freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancellation without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the DEPARTMENT. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.
  - a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:
    - 1. Loss of anticipated profits or consequential or compensatory damages

- 2. Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations
- 3. Bidding and project investigative costs
- 4. Direct costs of repairing equipment to render it operable for use on the terminated work
- 14.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90-day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- 14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.
- 14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:
  - a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
  - b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
  - c. So far as practicable, claims by the CONTRACTOR for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:
    - 1. Contractor-owned equipment usage, based on the CONTRACTOR'S ownership and operating costs for each piece of equipment as determined from the CONTRACTOR'S accounting records. Under no circumstance, may the CONTRACTOR base equipment claims on published rental rates.
    - 2. Idle or stand-by time for Contractor-owned equipment, based on the CONTRACTOR'S internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by equipment time.
    - 3. Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with the CONTRACTOR will be considered Contractor-owned equipment, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates the CONTRACTOR has agreed to pay and no more than forty percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.
- 14.4.7 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:
  - a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
  - b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;
  - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the

CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,

- d. All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.8 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or its Surety from liability.
- 14.4.9 The CONTRACTOR's termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the CONTRACTOR under Article 15.
- 14.4.10 The CONTRACTOR'S termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.
  - a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.
  - b. <u>Definitions</u>. In this Subsection 108-1.09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by the CONTRACTOR, actually reflected in its contemporaneously maintained accounting or other financial records and supported by original source documentation.
  - c. <u>Cost Principles</u>. The DEPARTMENT may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles."

#### ARTICLE 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES

#### 15.1 Notification

- 15.1.1 The CONTRACTOR shall notify the DEPARTMENT in writing as soon as the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The DEPARTMENT has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the CONTRACTOR has notified the DEPARTMENT in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.
- 15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which he basis his extension request, provide the DEPARTMENT with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The DEPARTMENT will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules under Section 13.10.
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the DEPARTMENT within the next 14 days.
- 15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The CONTRACTOR shall provide the DEPARTMENT access to any such records and furnish the DEPARTMENT copies, if requested. Equipment costs must be based on the CONTRACTOR's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the DEPARTMENT for additional time, compensation or both, the CONTRACTOR must prove actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the DEPARTMENT.
- 15.1.5 If the claim or dispute is not resolved by the DEPARTMENT, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledge of the receipt of the Claim.
- 15.1.6 The CONTRACTOR waives any right to claim if the DEPARTMENT was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

#### 15.2 Presenting the Claim

- 15.2.1 The Claim must include all of the following:
  - a. The act, event, or condition the claim is based on
  - b. The Contract provisions which apply to the claim and provide relief
  - c. The item or items of Contract work affected and how they are affected
  - d. The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated
  - e. A statement certifying that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of your knowledge and belief, and that the amount requested accurately reflects the Contract adjustment which the CONTRACTOR believes is due.

#### 15.3 Claim Validity, Additional Information, and DEPARTMENT's Action

- 15.3.1 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.
- 15.3.2 The DEPARTMENT can make written request to the CONTRACTOR at any time for additional information relative to the Claim. The CONTRACTOR shall provide the DEPARTMENT the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may be regarded as a waiver of the Claim.

#### 15.4 Contracting Officer's Decision

The CONTRACTOR will be furnished the Contracting Officer's Decision within 90 days, unless the Contracting Officer requests additional information or gives the CONTRACTOR notice that the time for issuing a decision is being extended for a specified period under AS 36.30.620. The Contracting Officer's decision is final and conclusive unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a Notice of . Appeal to the Appeals Officer. Procedures for appeals are covered under AS 36.30.625 and AS 36.30.630.

#### 15.5 Fraud and Misrepresentation in Making Claims

Criminal and Civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the CONTRACTOR if the CONTRACTOR makes or uses a misrepresentation in support of a claim or defraud or attempt to defraud the DEPARTMENT at any stage of prosecuting a claim under this Contract.

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### SECTION 00800-SUPPLEMENTARY CONDITIONS MODIFICATIONS TO THE GENERAL CONDITIONS

(CONSTRUCTION)

The following supplements modify, change, delete from, or add to Section 00700 "General Conditions of the Construction Contract for Buildings", revised December 2011. Where any article of the General Conditions is modified, or a Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

### **SC-1- DEFINITIONS**

- A. At General Conditions Article 1, definition of:
  - 1. Final Completion: Add the following sentence:

"This is the date that all punch list items on the Final Inspection Punch List are completed. If there are no punch list items, then this date is the same as the Final Inspection Date."

2. **QUALITY ASSURANCE (QA):** Delete the text of this definition in it's entirely and replace with the following:

"The control measures taken by the Owner, the Consultant, and the DEPARTMENT to verify that Quality Control measures, materials, workmanship, etc., complies with Contract Documents and the related CONTRACTOR'S Quality Control Program. The Technical Specifications Divisions 2 through 16) lists these control measures (indicated in the Quality Assurance paragraphs in the Individual Specification Sections). The CONTRACTOR, Subcontractor, and/or Supplier provide and pay for these control measures."

- B. Add the following definitions:
  - 1. **CFR** Initials that stand for the Code of Federal Regulations.
  - 2. **OWNER-** The State of Alaska, Department of Corrections.
  - 3. **QUALITY ASSURANCE ACCEPTANCE TESTING-** This is all sampling and testing performed by the DEPARTMENT to determine at what level the product or service will be accepted for payment. Qualified personnel and laboratories will perform sampling and testing. The DEPARTMENT pays for this testing.
  - 4. QUALITY ASSURANCE PROGRAM (QA PROGRAM)-An FHWA required program developed by the DEPARTMENT (see Section 01400). The QA program assures that materials and workmanship incorporated into each Federal-aid highway construction project conforms to the Contract Plans and Specifications, including changes. This QA Program consists of all those planned and systematic actions necessary to provide adequate confidence that the product or service will satisfy given requirements for quality. The QA Program includes the CONTRACTOR'S Quality Control Plan, acceptance testing, verification testing, independent assurance testing, and quality level analysis.
  - 5. QUALITY CONTROL PROGRAM (QC PROGRAM) The CONTRACTOR'S, Subcontractor's or Supplier's operational techniques and activities that maintain control of the manufacturing process to fulfill the Contract requirements. This may include materials handling, construction procedures, calibration and maintenance of equipment, production process control, material sampling, testing and inspection, and data analysis.

6. **RESIDENT ENGINEER OR INSPECTOR-** The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

### SC-2.4 - VISITS TO SITE/PLACE OF BUSINESS

At General Conditions Article 2.4, delete the first four words of the first sentence ("The Contracting Officer will ...") and replace with the following words "The Contracting Officer has the right to, but is not obligated to..."

## <u>SC-4.2 - VISIT TO SITE</u>

At General Conditions Article 4.2, delete this article in its entirety and replace with the following article:

- 4.2.1. Pre-bid site visit is schedule for August 2, 2023 at 9:00 a.m. local time.
- 4.2.2. The submission of a bid by the CONTRACTOR is considered a representation that the CONTRACTOR has reviewed and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents."

## SC-4.3 - EXPLORATIONS AND REPORTS

At General Conditions Article 4.3, add the following paragraph:

"All reports and other records (if available) are provided for informational purposes only to all plan holders listed with the DEPARTMENT as General Contractors and are available to other planholder's upon request. They are made available, so Bidders have access to the same information available to the DEPARTMENT. The reports and other records are not intended as a substitute for independent investigation, interpretation, or judgment of the Bidder. The DEPARTMENT is not responsible for any interpretation or conclusion drawn from its records by the Bidder. While referenced by or provided with the Contract Documents; the recommendations, engineering details, and other information contained in these reports of explorations shall not be construed to supersede or constitute conditions of the Contract Documents."

### SC-5.4.1 - INSURANCE REQUIREMENTS

At General Condition Article 5.4.1, delete the second to the last sentence and replace with the following: "The delivery to the DEPARTMENT of a written notice in accordance with the policy provisions is required before cancellation of any coverage or reduction in any limits of liability."

### SC-5.4.2a-WORKERS COMPENSATION INSURANCE

At General Condition Article 5.4.2a, delete paragraph "a" in its entirety and replace with the following:

- a. <u>Workers' Compensation Insurance</u>: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract. Coverage shall include:
  - 1. Waiver of subrogation against the State.
  - 2. Employer's Liability Protection in the amount of \$500,000 each accident *I* \$500,000 each disease.

- 3. If the 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.
- 4. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000."

## SC-5.4.2d - BUILDERS RISK INSURANCE (SUBCONTRACTORS)

At General Conditions Article 5.4.2d, delete the subsection in its entirety.

### SC-6.13 - SUBCONTRACTORS

A. Add the following paragraph:

6.13.7 The CONTRACTOR may, without penalty, replace a Subcontractor who:

- 1. Fails to comply with the licensing and registration requirements of AS 08.18;
- 2. Fails to obtain or maintain a valid Alaska Business License;
- 3. Files for bankruptcy or becomes insolvent;
- 4. Fails to execute a subcontract or performance of the work for which the Subcontractor was listed, and the CONTRACTOR has acted in good faith;
- 5. Fails to obtain bonding acceptable to the. DEPARTMENT;
- 6. Fails to obtain insurance acceptable to the DEPARTMENT;
- 7. Fails to perform subcontract work for which the Subcontractor was listed;
- 8. Must be replaced to meet the CONTRACTOR'S required state or federal affirmative action requirements.
- 9. Refuses to agree to abide by the CONTRACTOR'S labor agreement; or
- 10. Is determined by the DEPARTMENT to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new Subcontractor or replace a listed Subcontractor. The DEPARTMENT will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the state.

The contractor shall submit a written request to add a new Subcontractor or replace a listed Subcontractor to the Contracting Officer a minimum of five working days prior to the date the new Subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a CONTRACTOR violates this article, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the DEPARTMENT;

Or

2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue."
# SC-7.2 - PERMITS, LICENSES, AND TAXES

A. In Paragraph 7.2.1, add the following subparagraphs:

The terms, conditions, and stipulations in permits obtained either by the DEPARTMENT or by the CONTRACTOR is made part of this Contract.

- 1. The CONTRACTOR shall procure all other permits and licenses required to complete the project, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- 2. The CONTRACTOR shall obtain the State of Alaska Fire Marshal plan review.

# SC-7.12-APPLICABLE ALASKA PREFERENCES

A. Remove this section in its entirety. Alaska Preferences cannot be used in Federal Aid Projects.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

# **<u>SC-7.13-WAGES AND HOURS OF LABOR</u>** (Federal Wages/Hours not required)

A. In paragraph 7.13.3, delete this paragraph in its entirety and replace with the following

paragraphs: 7.13.3 Notice of Work and Completion; Withholding of Payment

- A. Within three calendar days of award of a construction contract, the CONTRACTOR Shall file a "Notice of Work" with the Department of Labor and Workforce Development (DOLWD) fees per AS 36.08.045. The CONTRACTOR lists all their Subcontractors who will perform any portion of work on the contract and the contract price being paid to each subcontractor. The primary contractor shall pay all filing fees for each subcontractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each subcontractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. The "Notice of Work" is available at http://www.labor.state.ak.us/lss/forms/notice-of- work.pdf
- B. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to DOLWD. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.
- C. Upon completion of all work, the primary contractor shall file with DOLWD a "Notice of Completion" together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after DOLWD's receipt of the primary contractor's notice of completion, DOLWD shall inform the DEPARTMENT of the amount, if any, to be withheld from the final payment. The "Notice of Completion Form" is available at; <u>http://www.labor.state.ak.us/lss/forms/not-comp-pub-wrks.pdf</u>"

At General Condition Article 9.1, ADD THE FOLLOWING SENTENCE;

Without invalidating the Contract and without notice to any Surety, the DEPARTMENT may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

# SC-9.4 – CHANGE ORDER

Changes in scope of work or cost must be pre-approved by Clif Reagle, Project Manager

### SC-10.3 – CHANGE ORDER PRICE DETERMINATION

Remove 10.6

## SC-10.6- CONTRACTORS FEE

Remove 10.6.2.

## SC-10.9.3 – UNIT PRICE WORK

Remove paragraphs a. & b.

## SC-11.8-DELAY DAMAGES

At General Condition Article 11.8, add the following paragraphs:

#### Liquidated Damages:

- Five Hundred Dollars (\$500.00) per day for each calendar day elapsing between the time stipulated for the <u>sub-completion date</u> and in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.
- Nighty Dollars & Sixty-Four Cents (\$90.64) per day for each calendar day elapsing between the time stipulated for the <u>final completion date</u> and in accordance with the terms hereof; such dedication to be made, or sum to be recovered, not as a penalty but as liquidated damages.

# SC-12.1-WARRANTY AND GUARANTEE

At General Condition Article 12.1, add the following sentence:

"The failure of the DEPARTMENT to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances."

#### END OF SECTION 00800

# **NOTICE TO BIDDERS**

In an attempt to save money and paper the department will no longer send hard copies out with solicitations on construction projects of the PAM 600. Instead we have provided web links and contact information below. If you are unable to view this links and would like a hard copy of these documents please contact the Procurement Officer for this project and request a copy.

# Pamphlet 600: Laborers' & Mechanics' Minimum Rates of Pay

http://labor.state.ak.gov/lss/pamp600.htm

# Pamphlet 400: Title 36 Public Contracts & 8 AAC Chapter 30

http://labor.state.ak.gov/lss/forms/Pam400.pdf

# Notice of Work / Notice of Completion (Required On All Projects Over \$25K)

You must submit these through "My Alaska" web link at <u>https://my.alaska.gov/</u> you must register if not already.

Once you have logged in, return to the home page under "Services for Businesses", click on "LSS-Online Filing Services".

https://certpay.dol.alaska.gov/portal.aspx

# **Employment Preference Determination** (July 1, 2017)

http://labor.alaska.gov/lss/forms/2017-employment-pref-determination.pdf

# DOL Alaska Employment Preference Information

http://labor.alaska.gov/lss/forms/2015-employment-info-sheet.pdf

# Alaska Wage and Hour Administration

Offices / Hours and Web links:

Anchorage:	Anchorage.lss-wh@alaska.gov
Phone:	907-269-4909
Fax:	907-269-4915
Juneau:	Juneau.lss-wh@alaska.gov
Phone:	907-465-4842
Fax:	907-465-3584
Fairbanks:	Fairbanks.lss-wh@alaska.gov
Phone:	907-451-2886
Fax:	907-451-2885

If you have questions or need further assistance please contact the Procurement Officer.

# SECTION 01000 GENERAL REQUIREMENTS

# PART 1 GENERAL

# 1.01 REQUIREMENTS INCLUDED

- A. Work Covered by Contract Documents
- B. Contract Method
- C. Building Permits and Inspections
- D. Substantial / Final Completion
- E. Contractor Use of the Premises
- F. Using Agency Occupancy
- G. Department Furnished Products
- H. Alternates
- I. Applications for Payment
- J. Reference Standards
- K. Preconstruction Conference
- L. Progress Meetings
- M. Submittals
- N. Shop Drawings
- O. Product Data
- P. Electricity, Lighting
- Q. Heat, Ventilation
- R. Water
- S. Sanitary Facilities
- T. Enclosures/Barriers
- U. Protection of Installed Work
- V. Cleaning During Construction
- W. Removal
- X. Closeout Procedures
- Y. Project Record Documents
- Z. Operation and Maintenance Data
- AA. Warranties
- BB. Spare Parts and Materials

# 1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General and Supplementary conditions.

# 1.03 WORK COVERED BY CONTRACT DOCUMENTS

Work covered by the contract document is located at the Douglas Island Building, Douglas, Alaska. Work on this Contract consists of all labor, materials, equipment, travel cost to build out offices spaces for approximately 7000 square feet of space on the second floor of the Department of Corrections, Juneau Central Office (JCO) in Douglas, Alaska. Contractor is to refer to the Scope of Work, provision for more detailed information; work is located at Douglas Island Building, 802 3<sup>rd</sup> Street, Douglas, Alaska 99824.

SCOPE OF WORK:

The Douglas Island Building is a two-story office building comprised of two full floors of approximately 20,600 square feet each, served with at-grade access to both levels and a centralized elevator. The building is naturally ventilated and is heated with an oil-fired boiler located in a 1330 sf basement. Comprehensive building renovation was completed in 2015.

The contractor shall provide all labor, materials, equipment, travel cost to build out office spaces for the Alaska Department of Corrections, including walls, door and finishes for approximately 7000 square feet of space on the second floor. Improvements affect heating/cooling and ventilation, sprinkler piping, fire alarms, electrical power and data distribution and security door controls, which shall be bid base on design requirements provided herein. Develop finishes of interior spaces in compliance with 2013 State of Alaska space standards, utilizing existing State contracts for provision of carpet and rubber base to match those used throughout existing facility.

- 1.04 CONTRACT METHOD
  - A. All work shall be performed under a single fixed-price contract.
- 1.05 BUILDING PERMITS AND INSPECTIONS
  - A. Contractor shall call for all building inspections required by the City of Juneau for this project and obtain all required permits for this project.

# 1.06 SUBSTANTIAL / FINAL COMPLETION

- A. Project shall be substantially completed by **November 30, 2023** after Award of Contract or Notice to Proceed is issued. Substantial Completion defined by "Work ready for its intended use by the Owner."
- B. Final Completion date is **December 29, 2023.**
- 1.07 CONTRACTOR USE OF PREMISES
  - A. Limit use of premises for Work and for construction operations, to allow for DOC occupancy and security.
  - B. Site availability to Contractor is to be coordinated through the On-Site Project Manager.

- C. Contractor is hereby advised that there is no equipment, there are no tools, and there are no materials at the facility available for the use of the Contractor.
  - 1. Project Manager will be Clif Reagle (907) 269-7354, Clifton.reagle@alaska.gov
  - 2. On-site Contact person, DOC Procurement Specialist, Erin Messing (907) 465-8169, erin.messing@alaska.gov

# 1.08 DEPARTMENT OF CORRECTIONS OCCUPANCY

- A. DOC will not directly occupy project area during the construction period. However, DOC will continue to occupy the facility and inmates and staff will require limited access in and around the construction area during the entire period of construction. Coordinate with the DOC on-site Project Manager to minimize conflict when needing to access construction area.
- 1.09 DEPARTMENT FURNISHED PRODUCTS Not Used
- 1.10 ALTERNATES None
- 1.11 APPLICATIONS FOR PAYMENT
  - A. Submit two copies of application on Application for Payment form provided by the Department or on contractor form acceptable to the Department.
  - B. Content & Format: Include contract number, period covered by the project. Identify portion of contract the invoice is for, i.e., Basic Bid and/or Change Order (if applicable).
- 1.12 REFERENCE STANDARDS
  - A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
  - B. The date of the standard is that in effect as of the Project Advertisement date, or Effective Date of the Contract when there was no advertisement, except when a specific date is specified.
  - C. Specific Required Reference Standards will be listed in each Specification Section.
- 1.13 PRE-BID SITE VISIT
  - A. The DOC has scheduled a pre-bid site visit for <u>August 3, 2023 at</u> <u>9:00 A.M.</u> local time, (HIGHLY RECOMMENDED).

# 01000-3

# 1.14 PROGRESS MEETINGS

A. Contractor to allow time each week to meet with the Project Manager or his representative to review the work in progress and his proposed schedule. This will be an informal meeting on a day and time convenient to both parties.

# 1.15 SUBMITTALS

A. Deliver one (1) copy plus the number required for the Contractor's use of Project submittals as directed. Transmit each item under Department accepted format. Apply contractor's review stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the contract documents. Identify variations from contract documents and products or system limitations.

B. After DOC review of submittal, revise and resubmit as required.

# 1.16 SHOP DRAWINGS

A. When required by the Contract Documents, submit the number of opaque reproductions that Contractor requires, plus four copies, which will be retained by DOC.

# 1.17 PRODUCT DATA

- A. Where required by the Contract Documents, mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Submit the number of copies that the Contractor requires, plus four copies that will be retained by the DOC.

# 1.18 ELECTRICITY, LIGHTING

- A. Connect to existing service; provide branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords. Department will pay costs of energy used. Take measures to conserve energy.
- B. Provide lighting for construction operations.
- C. Existing and permanent lighting may be used during construction. Maintain lighting and make routine repairs.
- 1.19 HEAT, VENTILATION

- A. Coordinate use of existing facilities with Department; extend and supplement with temporary units as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity. Department will pay costs of energy used.
- B. Prior to operation of permanent facilities for temporary purposes, verify that installation is approved for operation, and that filters are in place. Provide and pay for operation and maintenance.
- C. Provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.
- 1.20 WATER

A. N/A.

- 1.21 SANITARY FACILITIES
  - A. N/A.
- 1.22 ENCLOSURES / BARRIERS
  - A. Provide as required to prevent public entry to construction areas to provide for Department and Using Agency's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
  - B. Provide barricades as required by governing authorities for public rights-of-way and for public access to existing building.
  - C. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water, as required.

# 1.23 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic, as required, in immediate area to minimize damage
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.
- C. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped area.
- 1.24 CLEANING DURING CONSTRUCTION
  - A. Control accumulation of waste materials and rubbish, clean area and dispose of off-site.

B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

# 1.25 REMOVAL

- A. Remove temporary materials, equipment, services and construction prior to substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.

# 1.26 CONTRACT CLOSEOUT PROCEDURES

- A. Comply with procedure stated in the General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Using Agency will occupy Project for the purpose of conduct of business under provision stated in certificate of Substantial Completion.
- C. When Contractor considers work has reached Final Completion, submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and requesting Department inspection.
- D. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Price and sum due.
- E. Department will issue a summary Change Order reflecting final adjustments to Contract price not previously made by Change Order.
- 1.27 PROJECT RECORD DOCUMENTS Not Used.

# 1.28 OPERATION AND MAINTENANCE DATA

- A. Provide data for:
  - 1. Mechanical/Plumbing equipment and controls.
  - 2. Electrical equipment, controls and visual / audible alarms.
- A. Operation and maintenance instructions. For each system, give names, addresses, and phone numbers of Subcontractors and Suppliers.
  - 1. Appropriate design criteria.
  - 2. List of equipment.
  - 3. Parts list.
  - 4. Operating instructions.
  - 5. Maintenance instructions, equipment.

- 6. Maintenance instructions, finishes.
- 7. Shop drawings and product data.
- 8. Warranties.

# 1.29 WARRANTIES

- A. Contractor shall guarantee / warranty the work, material and labor for one (1) year from the date of project acceptance. Provide duplicate, notarized copies.
- B. Submit material prior to final application for payment. For equipment put into use with Department permission during construction, submit within 10 days after first operation. For items of work delayed materially beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- C. YEAR 2024 WARRANTY: The Contractor warrants that each hardware, software, or firmware product or item delivered or developed under this contract shall accurately process date data (including, but not limited to calculating, comparing, and sequencing) from, into, during, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the documentation provided by the Contractor.
  - 1. If the contract requires that specific products or items perform as a system, then this Year 2024 Warranty shall also apply to those listed items as a system.
  - 2. The duration and remedies available to the State for breach of the Year 2024 Warranty shall be as defined in, and subject to, the year 2024 terms and limitations of any general warranty provisions contained in this solicitation. In the absence of any such general warranty provision(s), the remedies available to the State shall include repair or replacement, without any cost to the State, of any listed product or item whose noncompliance is discovered and made known to the contractor in writing by **December 1, 2023**, or within one (1) year after acceptance, or within the time limits of the contractor's warranty, whichever is longer.
  - 3. Nothing in this Year 2024 warranty shall be construed to limit any rights or remedies the State may otherwise have under the Uniform Commercial Code, State or Federal law, or with respect to defects other than Year 2024 performance.
  - 4. The warranties contained herein are separate and distinct from any other warranties expressed or implied and are not subject to any disclaimer of warranty or limitation of the supplier's liability.
- 1.30 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, and maintenance materials from excess materials remaining from that used from construction of work. Coordinate with Department deliver to Project site and obtain receipt prior to final payment.
- PART 2 PRODUCTS Not Used.
- PART 3 EXECUTION Not Used

# **END OF SECTION**

### STATE OF ALASKA DEPARTMENT OF CORRECTIONS



# ALASKA VETERAN PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number \_\_\_\_\_

Bidder (Contractor)

# **Operation of Alaska Veteran Preference**

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.321, an eligible entity receives a five percent preference to the price of in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

- 1. an "Alaska Veteran";
- 2. a "Qualifying Entity"; and
- 3. an "Alaska Bidder".

Unless a bidder satisfies all three requirements and furnishes corresponding certifications, it is not eligible for the Alaska Veteran Preference. This preference may not exceed \$5,000.

## Instructions regarding Alaska Veteran Preference

A bidder that claims the Alaska Veteran Preference must review and complete the "Alaska Veteran Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit properly completed certifications, the Department will not apply the claimed preference.

# Alaska Veteran Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Veteran status. If bidder is a partnership, limited liability company, or corporation, then a majority of partners, members, or shareholders who are Alaska Veterans must sign this Alaska Veteran Certification for the Bidder to be eligible for this preference.)

I hereby represent to the Department that:

I served in the armed forces of the United States, a reserve unit of the United States armed forces, the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

I was separated from service under a condition that was not dishonorable; and

I am Alaska resident in that I am physically present in the State of Alaska with the intent to remain in the State indefinitely and to make a home in the State.

I certify under penalty of perjury that the foregoing statements are true and correct as they apply to me.

By (signature)

Date

Printed name

Title

# **Qualifying Entity Veteran Certification**

The bidding entity for which I am the duly authorized representative is a:

### (Check the appropriate box)

- □ sole proprietorship owned by an Alaska Veteran;
- □ partnership under AS 32.06 or AS 32.11 and a majority of the partners are Alaska Veterans;
- □ limited liability company organized under AS 10.50 and a majority of the members are Alaska Veterans; or
- □ corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning the proposal and that the statement I have acknowledged above by checking the appropriate box is true and correct.

By (signature)

Date

Printed name

Title

## Alaska Bidder Certification

(To complete your claim for the Alaska Veteran Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the AKDOT&PF's Bid Express Proposal page.)

ALASKI	State of Alaska Department of Corrections <b>REQUEST FOR CLEARANCE</b> Contractor/Contract Staff Background Check				
Date:					
Applicant Name:					
Mailing Address:					
Purpose of this check:					
Date of Birth:	Social Security # :				
Alaska driver's license #:					
Other states applicant has resided in	n and the dates:				
Prior criminal history (including the state the offense occurred in):					
Is applicant currently on probation Does applicant have any relatives o Corrections supervision? If	or parole? If yes, where? or acquaintances presently incarcerated in Alaska or under the Dept. of 'yes, state the person's name/location:				
Clearance requested by (Contractor	): Phone:				
The information that I have provide Department of Corrections to perfo warrants.	ed is true and accurate to the best of my knowledge. I authorize the rm a background investigation for any and all prior convictions or current				
Signature of applicant:	Date:				
Contractor's signature:	Date:				
DO NOT WRITE BELOW THIS SECTION					
* * * * * * * * * * * * * * * * * * * *					
APSIN/WANTS: Clear: NCIC/WANTS: Clear: Criminal History Check (AK) No Criminal History Check (other state	Wants:   See Attached:     Wants:   See Attached:     record found:   See Attached:     es)   No record found:				
Request Granted: Req	juest Denied:				
Reason for denial:					
Director/Superintendent (or design	ee): Date:				

# All SEXUAL BEHAVIOR IS PROHIBITED ZERO-TOLERANCE POLICY PRISON RAPE ELIMINATION ACT (PREA)

- 1. Alaska Department of Corrections Policy and Procedure 808.19 Prisoner Rights, Sexual Abuse / Sexual Assault and Reporting establishes a <u>zero-tolerance</u> policy toward sexual misconduct and provides guidelines and procedures consistent with the Prison Rape Elimination Act (PREA) to reduce the risk of sexual misconduct within the correctional setting.
- 2. Sexual assault, sexual misconduct, and sexual harassment, or any type of sexual behaviors are PROHIBITED.
- 3. Types of Sexual Assault, Misconduct, and Harassment
  - · Prisoner-on-employee/contract worker/volunteer
  - Employee/contract worker/volunteer-on-prisoner
  - Prisoner on prisoner
- 4. Acts of Sexual Assault, Misconduct, and Harassment
  - There is NO allowable consensual agreement between DOC employees, contract workers, volunteers, or offenders to engage in ANY sexual behavior or act.
  - The physical act
  - The attempt of the physical act, including inappropriate touching and exhibitionism.
  - Threats, intimidation, and actions/communications meant to coerce or pressure another to engage in the inappropriate act.
  - Retaliation against individuals reporting prohibited sexual behavior is prohibited and punishable.
- 5. All Department personnel, contractors or volunteers who receive information concerning prisoner sexual misconduct or have reasonable belief to suspect a prisoner is a victim of sexual misconduct or observe an incident or behavior shall immediately report the information to the most appropriate supervisory staff. The information shall be documented on an Incident Report form 809.03A.
- 6. Prisoners may report allegations of conduct prohibited by Policy and Procedures 808.09, including threats of sexual misconduct to any Department employee, contractor, or volunteer. The such allegation may be reported verbally, in writing, or may be made by a third party.
- 7. All reports of prohibited sexual behavior will be referred to a law enforcement agency for investigation and referral to the Alaska State Troopers by the Department of Corrections.
- 8. Privileged communications between ordained clergy, medical or mental health staff, and clients does not extend to the matter that threatens the safety of the institution, staff, or prisoners; if it contains a threat to public safety or if it is specifically addressed by state statutes.
- 9. Confidentiality: All information related to a victim of sexual abuse or sexual harassment shall be considered confidential and shall be released only to those who need the information to perform their official duties.

# I HAVE READ, UNDERSTOOD, AND AGREE WITH THE ABOVE RULES.

\* I also acknowledge that I have been informed of my Prison Rape Elimination Act Responsibilities.\*

# STATE OF ALASKA **Department of Corrections** FACILITIES

# SUBSTITUTION REQUEST FORM



Project: Juneau Central Office (JCO) Expansion Project No.: 230006085

Contractor:

Specified item for which substitution is requested (reference the specification section and paragraph):

The following product is submitted for substitution (describe proposed substitution and attach applicable catalog cuts):

l certify Yes	the follo No	wing:				
		The substitute will perform adequately and achieve the results called for by the general design				
		The substitute is similar, of equal substance, suited to the same use, and will provide the same warranty				
		The evaluation and approval of the proposed substitute will not delay the Substantial or Final Completion of the project.				
		Any change in the design necessitated by the proposed substitution will not delay the Substantial or Final Completion of the project.				
		The cost of any change in the design necessitated by the proposed substitution will be				
		The cost of any license fee or royalty necessitated by the proposed substitution will be paid by the contractor at no cost to the State.				
Signed:			Date:			
		Authorized Contractor Signature				
Architect/Engineer Recommendation:						
Accepted   Accepted as Noted Not Accepted Received Too Late						
Remarks:						
Architect/Engineer Signature:			Date:			
Recommend Acceptance Becommend Rejection		Date <sup>.</sup>				
Resident Engineer						
	Accepte	ed				
	Rejecte	d	Date:			
		Project Manager				

# SECTION 01045 CUTTING AND PATCHING

### PART 1 GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Requirements and limitations for cutting and patching of Work.

### 1.02 RELATED REQUIREMENTS

- A. Section 01010 Summary of Work.
- B. Section 01120 Alteration Project Procedures.
- C. Section 01600 Materials and Equipment: Substitutions.
- D. Individual Specifications Sections:
  - 1. Cutting and patching incidental to Work of the section.
  - 2. Advance notification to other Sections of openings required in Work of those Sections.
  - 3. Limitations on cutting structural members.

### 1.03 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant elements such as siding or roof systems.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Department or separate Contractor.
- B. Include in request:
  - 1. Identification of Project and Department's project number.
  - 2. Location and description, with photos of affected Work.
  - 3. Necessity for cutting or alteration.
  - 4. Description of proposed Work, and products proposed to be used.
  - 5. Alternatives to cutting and patching.
  - 6. Effect on Work of Department or separate Contractor.
  - 7. Written permission of affected separate Contractor.
  - 8. Date and time Work will be executed.
- C. Submit product data for replacement materials to be used in the work, including product description, specifications, recommended installation methods, and samples. Submittals shall cover all sight-exposed elements applicable, such as roofing, exterior siding, floor tile, ceiling tile, and wall covering.

#### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Materials used for replacement shall match existing materials removed. Interior or exterior finish materials shall visually match surrounding surface finishes. Replacement interior finish materials, such floor tile, wall tile, ceiling tile, or wall covering shall be of the same manufacturer and pattern as materials removed to assure compatibility. New doors and frames to be finished to match existing. Submittals to be approved prior to installation.
- B. Replacement gypsum wallboard surfaces are to be finished smooth or in a texture to match the existing wall or ceiling finish or Finish Schedule in drawings as required. Paint new exposed surfaces with two coats semi-gloss acrylic latex enamel in a color to match existing. New paint shall cover the entire plane of the area impacted and shall extend to the nearest joint or comer.
- C. Cut and patch work at roof assemblies shall provide a complete weather tight installation and shall be compatible with existing roofing materials. Contractor to verify manufacturer, materials, and warrantee of the existing roofing system and ensure work does not have a negative impact on the performance of the existing roof membrane or existing drainage pattern. Cut and patch work shall not have a negative impact on any active warrantee of the existing roofing system.
- D. For replacement of work removed, comply with specifications for type of work to be done, manufacturers' recommendations, and good construction practice.
- E. Provide materials for cutting and patching which will result in equal to or better than the work being cut and patched in terms of performance characteristics and visual effect where applicable.

#### PART 3 EXECUTION

#### 3.01 GENERAL

- A. Contractor shall be responsible for all cutting, fitting, and patching required to complete the work or to:
  - 1. Accommodate the installation or coordination of work.
  - 2. Remove and replace defective work.
  - 3. Remove and replace work not conforming to requirements of the Contract Documents.
  - 4. Uncover other work for access or inspection.
  - 5. Obtain samples for testing or similar purposes.
  - 6. Provide routine penetrations of nonstructural surfaces for installation of piping, ductwork, chimneys, vents, louvers, electrical conduit or other equipment included in the work.
- B. Contractor shall not cut or alter any existing structural members without the approval of the Department. If structural members must be cut or altered, the Contractor shall provide engineered details with structural engineer's stamp for review in the submittal process.
- C. Execute cutting, fitting, and patching to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other work.
  - 2. Uncover work to install ill-timed work.
  - 3. Remove and replace non-conforming and Defective Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical work.

D. Installation of replacement materials shall be in accordance with specifications for type of work to be done, manufacturers' recommendations, and good construction practice.

### 3.02 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
  - 1. Notify the Department immediately of any suspected hazardous materials.
- B. Do not cut and patch work which is exposed to view in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut and patch work. Remove and replace work judged by the Department to be visually unsatisfactory.
- C. After uncovering, inspect conditions affecting performance of Work.
- D. Beginning of cutting or patching means acceptance of existing conditions.

## 3.03 PREPARATION

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by cutting and patching operations, as directed. Return adjacent areas to condition existing prior to start of work.
- B. Provide supports to ensure structural integrity of surroundings; devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

#### 3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- B. For all new work, employ qualified installer to perform cutting and patching for weatherexposed and moisture resistant elements, and sight-exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill. Use wet-type core drill for all holes over 1/2" in diameter. Pneumatic/hammer tools or dry-type core drills not allowed without prior approval. Cutting structural reinforcement with heat is strictly forbidden without prior written approval.
- D. Restore Work with new products in accordance with requirements of Contract Documents.
- E. Fit Work tightly to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. Maintain all fire-rated wall or area separation construction per applicable codes. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element or in accordance with U.L. listed assembly requirements.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

### END OF SECTION

#### **SECTION 01560 - CLEANING**

#### PART 1 - GENERAL

#### 1.1 DESCRIPTION

A. Execute cleaning during progress of the Work and at completion of the Work.

#### 1.2 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

#### **PART - EXECUTION**

#### 3.1 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and wind blown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Properly remove waste materials, debris and rubbish from the site and legally dispose of.

#### 3.2 DUST CONTROL

A. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

#### 3.3 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion or Using Agency occupancy, the Contractor shall conduct an inspection of sight-exposed interior surfaces and all Work areas to verify that the entire Work is clean.

### END OF SECTION

PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers.
  - 2. Wood furring.
  - 3. Plywood backing panels.

#### 1.2 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

### PART 2 - PRODUCTS

- 2.1 WOOD PRODUCTS, GENERAL
  - A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
    - 1. Provide dressed lumber, S4S, unless otherwise indicated.
  - B. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
    - 1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

### 2.2 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade.
  - 1. Application: Interior partitions not indicated as load-bearing.
  - 2. Species:
    - a. Mixed southern pine; SPIB.
    - b. Northern species; NLGA.

- c. Eastern softwoods; NeLMA.
- d. Western woods; WCLIB or WWPA.

### 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine; No. 2 grade; SPIB.
  - 2. Eastern softwoods; No. 2 Common grade; NeLMA.
  - 3. Northern species; No. 2 Common grade; NLGA.
  - 4. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

#### 2.4 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

#### 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F1667
- C. Power-Driven Fasteners: NES NER-272.
- D. Bolts: Steel bolts complying with ASTM A 307, Grade A with ASTM A 563 hex nuts and, where indicated, flat washers.
- E. Lag Bolts (Screws): carbon steel lag bolts complying with the requirements of ANSI B18.2.1

### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- F. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

#### END OF SECTION 061000

### SECTION 079219 - ACOUSTICAL JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes acoustical joint sealants.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each acoustical joint sealant.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of acoustical joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Acoustical-Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant formulation.
  - 3. Joint-sealant color.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each kind of acoustical joint sealant, for tests performed by a qualified testing agency.
- B. Sample Warranties: For special warranties.

#### 1.5 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace acoustical joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish acoustical joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: 5 years from date of Substantial Completion.

### PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Provide acoustical joint-sealant products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies according to ASTM E 90.
- B. VOC Content of Interior Sealants: Sealants and sealant primers shall comply with the following:
  - 1. Acoustical sealants and sealant primers shall have a VOC content of 250 g/L or less.

### 2.2 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant complying with ASTM C 834.
  - 1. Colors of Exposed Acoustical Joint Sealants: As selected by Owner from manufacturer's full range of colors.

#### 2.3 MISCELLANEOUS MATERIALS

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

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

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

#### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing acoustical joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where recommended by acoustical-joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 3.3 INSTALLATION OF ACOUSTICAL JOINT SEALANTS

- A. Comply with acoustical joint-sealant manufacturer's written installation instructions unless more stringent requirements apply.
- B. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C 919, ASTM C 1193, and manufacturer's written recommendations for closing off sound-flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.
- C. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

#### 3.4 CLEANING

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

### 3.5 **PROTECTION**

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

# END OF SECTION 079219

### SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes hollow-metal work – hollow door and relight frames, Heavy-Duty Frames: SDI A250.8, Level 2.

#### B. Related Requirements:

- 1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.
- 2. Section 081416 "Flush Wood Doors" for coordination with Wood Doors
- 3. Section 088000 "Glazing" for glass view panels in flush wood doors.
- 4. Section 099123 "Interior Painting" for finishes at interior frames

#### 1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

#### 1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 2. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 3. Locations of reinforcement and preparations for hardware.
  - 4. Details of each different wall opening condition.

- 5. Details of anchorages, joints, field splices, and connections.
- 6. Details of accessories.
- 7. Details of moldings, removable stops, and glazing.
- 8. Details of conduit and preparations for power, signal, and control systems.
- C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.
- B. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

### 2.2 INTERIOR FRAMES (HM)

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Commercial Doors and Frames: NAAMM-HMMA 861. At locations interior location HM indicated in the Door and Frame Schedule.

- 1. Physical Performance: Level A according to SDI A250.4.
- 2. Frames:
  - a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm) for door openings 48 inches (1219 mm) or less; minimum thickness of 0.067 inch (1.7 mm) for door openings greater than 48 inches (1219 mm).
  - b. Materials: Uncoated steel sheet, minimum thickness of 0.067 inch (1.7 mm).
  - c. Sidelite and Transom Frames: Fabricated from same material as adjacent door frame.
  - d. Construction: Full profile welded.
- 3. Exposed Finish: Prime.

### 2.3 BORROWED LITES

- A. Hollow-metal frames of uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
  - 1. Construction: Face welded
  - 2. Exposed Finish: Prime

### 2.4 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
  - 2. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch (1.0 mm), and as follows:
  - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

### 2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

- 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- G. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- H. Glazing: Comply with requirements in Section 088000 "Glazing."
- I. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

### 2.6 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 1. Sidelite and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 3. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
  - 4. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
      - 1) Three anchors per jamb up to 60 inches (1524 mm) high.
      - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
      - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.

- 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
- b. Compression Type: Not less than two anchors in each frame.
- 5. Head Anchors: Two anchors per head for frames more than 42 inches (1067 mm) wide and mounted in metal-stud partitions.
- 6. Door Silencers: Except on weather-stripped or smoke-seal frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
- 7. Terminated Stops: Terminate stops 6 inches (152 mm) above finish floor with a 45degree angle cut, and close open end of stop with steel sheet closure. Cover opening in extension of frame with welded-steel filler plate, with welds ground smooth and flush with frame.
- C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- E. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with mitered hairline joints.
  - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollowmetal work.
  - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
  - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
  - 4. Provide loose stops and moldings on inside of hollow-metal work.
  - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

# 2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

#### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-rated openings, install frames according to NFPA 80.
    - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - c. Install frames with removable stops located on secure side of opening.
    - d. Install door silencers in frames before grouting.
    - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.

- g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
- 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
  - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
- 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
- 4. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
- 5. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
  - a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
  - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.
- 6. Smoke-Control frames: Install doors and gaskets according to NFPA 105.
- C. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollowmetal manufacturer's written instructions.
  - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

#### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- E. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.

F. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113
## SECTION 081416 - FLUSH WOOD DOORS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Solid-core doors with wood-veneer faces, Structural-Composite-Lumber core, Heavy Duty
  - 2. Factory finishing flush wood doors.
  - 3. Factory fitting flush wood doors to Hollow Metal frames and factory machining for hardware.
- B. Related Requirements:
  - 1. Section 0188883 "Hollow Metal Doors and Frames" for hollow metal frames.
  - 2. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.
  - 3. Section 088000 "Glazing" for glass view panels in flush wood doors.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction, louvers, and trim for openings. Include factory-finishing specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
  - 1. Dimensions and locations of blocking.
  - 2. Dimensions and locations of mortises and holes for hardware.
  - 3. Dimensions and locations of cutouts.
  - 4. Undercuts.
  - 5. Requirements for veneer matching.
  - 6. Doors to be factory finished and finish requirements.
  - 7. Fire-protection ratings for fire-rated doors.
- C. Samples for Initial Selection: For factory-finished doors.
- D. Samples for Verification:
  - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish. For each wood species and transparent finish,

provide set of three Samples showing typical range of color and grain to be expected in finished Work.

- 2. Corner sections of doors, approximately 8 by 10 inches (200 by 250 mm), with door faces and edges representing actual materials to be used.
  - a. Provide Samples for each species of veneer and solid lumber required.
- 3. Louver blade and frame sections, 6 inches (150 mm) long, for each material and finish specified.
- 4. Frames for light openings, 6 inches (150 mm) long, for each material, type, and finish required.

## 1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

### 1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

#### 1.7 WARRANTY

- A. A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
    - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
  - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
  - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

# PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Source Limitations: Obtain flush wood doors from single manufacturer.

## 2.2 FLUSH WOOD DOORS, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."
  - 1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.
  - 2. Contract Documents contain selections chosen from options in quality standard and additional requirements beyond those of quality standard. Comply with those selections and requirements in addition to quality standard.
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.
- C. WDMA I.S.1-A Performance Grade: Heavy Duty.
- D. WDMA I.S.1-A Performance Grade:
- E. Structural-Composite-Lumber-Core Doors:
  - 1. Structural Composite Lumber: WDMA I.S.10.
    - a. Screw Withdrawal, Face: 700 lbf (3100 N).
    - b. Screw Withdrawal, Edge: 400 lbf (1780 N).

### 2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors (WD):
  - 1. Grade: Premium, with Grade AA faces.
  - 2. Species: Select white maple (confirm match to recently provided new doors in facility)
  - 3. Cut: Rotary
  - 4. Match between Veneer Leaves: Slip match.
  - 5. Assembly of Veneer Leaves on Door Faces: Running match.
  - 6. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
  - 7. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.
  - 8. Exposed Vertical Edges: Same species as faces or a compatible species edge Type A
  - 9. Either glued wood stave or structural composite lumber.
  - 10. Construction: Five or seven plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering. Faces are bonded to core using a hot press.
  - 11. Adhesives: Type I per WDMA T.M.-6.
  - 12. WDMA I.S.1-A Performance Grade: Heavy Duty.
  - 13. Factory finish: Clear

### 2.4 LIGHT FRAMES AND LOUVERS

- A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.
  - 1. Wood Species: Same species as door faces
  - 2. Profile: Flush rectangular beads

### 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
  - 1. Comply with NFPA 80 requirements for fire-rated doors.
- B. 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, BHMA-156.115-W, and hardware templates.
  - 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
  - 2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- C. Openings: Factory cut and trim openings through doors.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."
  - 3. Louvers: Factory install louvers in prepared openings.

### 2.6 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  - 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors.
- C. Transparent Finish:
  - 1. Grade: Premium.
  - 2. Finish: AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" System 5, conversion varnish.
  - 3. Effect: Filled finish.
  - 4. Sheen: Semigloss.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
  - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
  - 1. Install smoke- and draft-control doors according to NFPA 105.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

## 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

## END OF SECTION 081416

### SECTION 087100 - DOOR HARDWARE

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- 1. Door hardware for wood doors.
- 2. Keyed cylinders as indicated.
- 3. Electrified door hardware.
- B. Related Sections:
  - 1. Section 061000 "Rough Carpentry" for framing and blocking.
  - 2. Section 084213 "Aluminum Framed Entrances" for interior aluminum doors and frames.
  - 3. Section 081113 "Hollow Metal Doors and Frames"
  - 4. Section 081416 "Flush Wood Doors".
  - 5. Section 281300 "Access Control" for access control devices installed at door openings and provided as part of a security system.
  - 6. Section 283111 "Digital, Addressable Fire-Alarm System" for connections to building fire-alarm system.
- C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
  - 1. Builders Hardware Manufacturing Association (BHMA)
  - 2. NFPA 101 Life Safety Code
  - 3. NFPA 80 -Fire Doors and Windows
  - 4. ANSI-A156.xx- Various Performance Standards for Finish Hardware
  - 5. UL10C Positive Pressure Fire Test of Door Assemblies
  - 6. ANSI-A117.1 Accessible and Usable Buildings and Facilities
  - 7. DHI /ANSI A115.IG Installation Guide for Doors and Hardware
  - 8. ICC International Building Code
- D. Intent of Hardware Groups
  - 1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
  - 2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 1. List groups and suffixes in proper sequence.
    - a. Completely describe door and list architectural door number.
    - b. Manufacturer, product name, and catalog number.
    - c. Function, type, and style.
    - d. Size and finish of each item.
    - e. Mounting heights.
    - f. Explanation of abbreviations and symbols used within schedule.
- B. Shop Drawings: Details of electrified door hardware, indicating the following:
  - 1. Wiring Diagrams: For power, signal, and control wiring and including the following:
    - a. Details of interface of electrified door hardware and building safety and security systems.
    - b. Schematic diagram of systems that interface with electrified door hardware.
    - c. Point-to-point wiring.
    - d. Risers.
    - e. Elevations doors controlled by electrified door hardware.
  - 2. Operation Narrative: Describe the operation of doors controlled by electrified door hardware.
- C. Samples for Initial Selection: For plastic protective trim units in each finish, color, and texture required for each type of trim unit indicated.
- D. Samples for Verification: For exposed door hardware of each type required, in each finish specified, prepared on Samples of size indicated below. Tag Samples with full description for coordination with the door hardware schedule. Submit Samples before, or concurrent with, submission of door hardware schedule.
  - 1. Sample Size: Full-size units or minimum 2-by-4-inch (51-by-102-mm) Samples for sheet and 4-inch (102-mm) long Samples for other products.
    - a. Full-size Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
- E. Other Action Submittals:
  - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
    - a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door

hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.

- b. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." Double space entries, and number and date each page.
- c. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
- d. Content: Include the following information:
  - 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
  - 2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
  - 3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
  - 4) Description of electrified door hardware sequences of operation and interfaces with other building control systems.
  - 5) Fastenings and other pertinent information.
  - 6) Explanation of abbreviations, symbols, and codes contained in schedule.
  - 7) Mounting locations for door hardware.
  - 8) List of related door devices specified in other Sections for each door and frame.
- 2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Architectural Hardware Consultant.
- B. Product Certificates: For electrified door hardware, from the manufacturer.
  - 1. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Warranty: Special warranty specified in this Section.

## 1.5 CLOSEOUT SUBMITTALS

- A. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.
  - 1. Operating and maintenance manuals: Submit 3 sets containing the following.
    - a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.

- b. Catalog pages for each product.
- c. Name, address, and phone number of local representative for each manufacturer.
- d. Parts list for each product.
- e. Copy of final hardware schedule, edited to reflect, "As installed".
- f. Copy of final keying schedule

## 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Door Hardware: 5 complete locksets, 10 butts, 5 door closers

### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
  - 1. Warehousing Facilities: In Project's vicinity.
  - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
  - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows:
  - 1. For door hardware, an Architectural Hardware Consultant (AHC) who is also an Electrified Hardware Consultant (EHC).
- C. Source Limitations: Obtain each type of door hardware from a single manufacturer.
  - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- D. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated.
- E. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meet requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.

- 1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at the tested pressure differential of 0.3-inch wg (75 Pa) of water.
- F. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- G. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- H. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
  - 2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
    - b. Sliding or Folding Doors: 5 lbf (22.2 N) applied parallel to door at latch.
    - c. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
  - 3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high
  - 4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.
- I. Keying Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." In addition to Owner, Owner, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware Consultant and Owner's security consultant. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
  - 1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
  - 2. Preliminary key system schematic diagram.
  - 3. Requirements for key control system.
  - 4. Requirements for access control.
  - 5. Address for delivery of keys.

# 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

## 1.9 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- E. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.
    - a. Electromagnetic and Delayed-Egress Locks: Five years from date of Substantial Completion.
    - b. Exit Devices Five years from date of Substantial Completion.
    - c. Manual Closers: 10 years from date of Substantial Completion.
    - d. Lockesets and Cylinders: Three Years
    - e. All other hardware: Two years

### 1.11 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Provide parts and supplies that are the same as those used in the manufacture and installation of original products.

# PART 2 - PRODUCTS

### 2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article and noted on Drawings to comply with requirements in this Section.
  - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products, products equivalent in function and comparable in quality to named products.
  - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.
  - 2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.
- C. The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

Item:	Basis Manufacturer:	Option:
Hinges	Stanley	Bommer, McKinney
Locksets	Corbin/Russwin	Best, Schlage
Cylinders	KABA Peaks	By Owner
Exit Devices	Von Duprin	Precision
Closers	Norton	Stanley QDC100
Automatic Operators	Norton	Stanley D-4990
Push/Pull Plates	Trimco	Hager, Rockwood
Push/Pull Bars	Trimco	Hager, Rockwood
Protection Plates	Trimco	Hager, Rockwood

Overhead Stops	ABH	Rixson, Glynn Johnson
Door Stops	Trimco	Hager, Rockwood
Threshold & Gasket	Pemko	National Guard, Reese

## 2.2 MATERIALS:

- A. Hinges: Shall be Five Knuckle Ball bearing hinges
  - 1. Template screw hole locations
  - 2. Bearings are to be fully hardened.
  - 3. Bearing shell is to be consistent shape with barrel.
  - 4. Minimum of 2 permanently lubricated non-detachable bearings on standard weight hinge and 4 permanently lubricated bearing on heavy weight hinges.
  - 5. Equip with easily seated, non-rising pins.
  - 6. Non Removable Pin screws shall be slotted stainless steel screws.
  - 7. Hinges shall be full polished, front, back and barrel.
  - 8. Hinge pin is to be fully plated.
  - 9. Bearing assembly is to be installed after plating.
  - 10. Sufficient size to allow 180-degree swing of door
  - 11. Furnish five knuckles with flush ball bearings
  - 12. Provide hinge type as listed in schedule.
  - 13. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
  - 14. Tested and approved by BHMA for all applicable ANSI Standards for type, size, function and finish
  - 15. UL10C listed for Fire rated doors.
- B. Mortise Type Locks and Latches:
  - 1. Tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C.
  - 2. Furnish UL or recognized independent laboratory certified mechanical operational testing to 4 million cycles minimum.
  - 3. Provide 9001-Quality Management
  - 4. Fit ANSI A115.1 door preparation
  - 5. Functions and design as indicated in the hardware groups
  - 6. Solid, one-piece, 3/4-inch (19mm) throw, anti-friction latchbolt made of self-lubricating stainless steel
  - 7. Deadbolt functions shall have 1 inch (25mm) throw bolt made of hardened stainless steel
  - 8. Latchbolt and Deadbolt are to extend into the case a minimum of 3/8 inch (9.5mm) when fully extended
  - 9. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated
  - 10. Provide sufficient curved strike lip to protect door trim
  - 11. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers that contain a hollow cavity are not acceptable
  - 12. Lock shall have self-aligning, thru-bolted trim
  - 13. Levers to operate a roller bearing spindle hub mechanism

- 14. Mortise cylinders of lock shall have a concealed internal setscrew for securing the cylinder to the lockset. The internal setscrew will be accessible only by removing the core, with the control key, from the cylinder body.
- 15. Spindle to be designed to prevent forced entry from attacking of lever
- 16. Provide locksets with 7-pin removable and interchangeable core cylinders
- 17. Each lever to have independent spring mechanism controlling it
- 18. Core face must be the same finish as the lockset.
- C. Cylinders:
  - 1. Provide the necessary cylinder housings, collars, rings & springs as recommended by the manufacturer for proper installation.
  - 2. Provide the proper cylinder cams or tail piece as required to operate all locksets and other keyed hardware items listed in the hardware sets.
  - 3. Coordinate and provide as required for related sections.
- D. Door Closers shall:
  - 1. Tested and approved by BHMA for ANSI 156.4, Grade 1
  - 2. UL10C certified
  - 3. Provide 9001-Quality Management
  - 4. Closer shall have extra-duty arms and knuckles
  - 5. Conform to ANSI 117.1
  - 6. Maximum 2 7/16 inch case projection with non-ferrous cover
  - 7. Separate adjusting valves for closing and latching speed, and backcheck
  - 8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
  - 9. Full rack and pinion type closer with  $1\frac{1}{2}$ " minimum bore
  - 10. Mount closers on non-public side of door, unless otherwise noted in specification
  - 11. Closers shall be non-handed, non-sized and multi-sized.
- E. Door Stops: Provide a dome floor or wall stop for every opening as listed in the hardware sets.
  - 1. Wall stop and floor stop shall be wrought bronze, brass or stainless steel.
  - 2. Provide fastener suitable for wall construction.
  - 3. Coordinate reinforcement of walls where wall stop is specified.
  - 4. Provide dome stops where wall stops are not practical. Provide spacers or carpet riser for floor conditions encountered
- F. Kickplates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.
- G. Smoke Seals: Seals shall be furnished as listed in schedule. Material shall be UL listed for labeled openings as applicable, but in this instance are provided for acoustic performance.

# 2.3 FINISH:

- A. Designations used in Schedule of Finish Hardware 3.05, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products
- B. Powder coat door closers to match other hardware, unless otherwise noted.
- C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.
- 2.4 KEYS AND KEYING:
  - A. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cylinders and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.
  - B. Permanent Cylinders, KABA Peaks furnished by Owner.
  - C. Furnish keys in the following quantities:
    - 1. 10 each Construction masterkeys
    - 2. 1 each Control keys
  - D. The Owner, or the Owner's agent, will install permanent cylinders and return the construction cylinders to the Hardware Supplier. Construction cylinders and keys remain the property of the Hardware Supplier.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

A. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

## 3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as directed by Owner.
  - 2. Furnish permanent cores to Owner for installation.
- E. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
  - 1. Configuration: Provide one power supply for each door opening with electrified door hardware.
- F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame. Mechanical door bottom where indicated by hardware group/door number

## 3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

- 1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
- 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
- 3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

# 3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

## 3.6 DOOR HARDWARE SCHEDULE

## Hardware Sets

### SET #1, door 251 - Suite Entry, Hollow Metal Frame, Wood Door

- 3 Hinges FBB168 4 1/2 X 4 1/2 NRP US26D ST
- 1 Lockset Storeroom ML2057 NSB 630 CR
- 1 Mortise Cylinder Provide construction cylinder 626 BE
- 1 Electric Strike 712-75-F-24D-LBMLCM W/TORX SCREWS 630FO
- 1 Closer PR7500689NO
- 1 Kick Plate KO050 10" x 2" LDW CSK 630 TR both sides
- 1 Wall Bumper 1270WX 630 TR
- 3 Smoke Seals Pemko SS88BL510

NOTE: Note: Coordinate provision of card reader, power supply, and wiring with electrical. Coordinate handing of door and card reader position with final hardware selection.

Description of operation: Presenting a authorized card to reader will electronically signal electric strike to momentarily unlock and will allow the door to be opened. Egress at all times on unsecured side of opening. Latch bolt monitoring and keeper open/close status in electric strike. Key access for emergencies.

SET #2, door 252A – Suite/Conference Room Entry, Hollow Metal Frame, Wood Door

- 3 Hinges FBB168 4 1/2 X 4 1/2 NRP US26D ST
- 1 Lockset Storeroom ML2057 NSB 630 CR
- 1 Mortise Cylinder Provide construction cylinder 626 BE
- 1 Electric Strike 712-75-F-24D-LBMLCM W/TORX SCREWS 630FO
- 1 Closer PR7500689NO
- 1 Kick Plate KO050 10" x 2" LDW CSK 630 TR both sides
- 1 Wall Bumper 1270WX 630TR
- 3 Smoke Seals Pemko SS88BL510
- 1 Automatic door bottom Pemko STC4131

NOTE: Note: Coordinate provision of card reader, power supply, and wiring with electrical. Coordinate handing of door and card reader position with final hardware selection.

Description of operation: Presenting a authorized card to reader will electronically signal electric strike to momentarily unlock and will allow the door to be opened. Egress at all times on unsecured side of opening. Latch bolt monitoring and keeper open/close status in electric strike. Key access for emergencies.

SET#3, doors 252B- Office function, Hollow Metal Frame, Wood Door

- 3 Hinges FBB179 4 1/2 X 4 1/2 US26D ST
- 1 Mortice Lockset Office ML2051 NSB 630 CR
- 1 Closer PR7500689NO
- 1 Kick Plate KO050 10" x 2" LDW CSK 630 TR both sides.
- 1 Wall Bumper 1270WX 630 TR
- 3 Smoke Seals Pemko SS88BL510
- 1 Automatic door bottom Pemko STC4131

## SET #4, doors 254, 255, 256 - Office function, Hollow Metal Frame, Wood Door

- 3 Hinges FBB179 4 1/2 X 4 1/2 US26D ST
- 1 Mortice Lockset Office ML2051 NSB 630 CR

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- 1 Kick Plate KO050 10" x 2" LDW CSK 630 TR both sides.
- 1 Wall Bumper 1270WX 630TR
- 3 Smoke Seals Pemko SS88BL510
- 1 Automatic door bottom Pemko STC4131

END OF SECTION 087100

SECTION 088000 - GLAZING

# PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes:
  - 1. Glass for interior windows, doors, interior borrowed lutes ALL INSTANCES TO BE LAMINATED GLASS FOR ACCOUSTIC PERFORMANCE.
  - 2. Glazing sealants and accessories.
- B. Related Requirements:
  - 1. Section 081113 "Hollow Metal Doors and Frames"
  - 2. Section 081416 "Wood Doors".
  - 3. Section 084213 "Aluminum Framed Entrances (Interior)" for glass in aluminum doors and relites.

## 1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

## 1.4 COORDINATION

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

## 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review temporary protection requirements for glazing during and after installation.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturers of insulating-glass units with sputter-coated, low-E coatings.
- B. Product Test Reports: For coated glass, insulating glass, and glazing sealants, for tests performed by a qualified testing agency.
  - 1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- C. Preconstruction adhesion and compatibility test report.
- D. Sample Warranties

### 1.8 QUALITY ASSURANCE

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

## 1.9 DELIVERY, STORAGE, AND HANDLING

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

#### 1.10 FIELD CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F (4.4 deg C).

### 1.11 WARRANTY

- A. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
- C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E 1300.
  - 1. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

# 2.3 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

- 1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Thickness: Where glass thickness is indicated, it is a minimum: Provide glass that complies with performance requirements and is not less than the thickness indicated.
  - 1. Minimum Glass Thickness for Lites:  $\frac{1}{4}$  (6 mm)
- D. Strength: Where annealed float glass is indicated, provide annealed float glass, heatstrengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heatstrengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.4 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- B. Clear Laminated Safety Glass: Clear; fully tempered with horizontal tempering.
  - 1. Laminated with 0.030 inch thick plastic interlayer; comply with ASTM C 1172 and the following:
  - 2. Interlayer: Polyvinyl butyral of thickness indicated with a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after laminating glass lites and installation.
    - For polyvinyl butyral interlayers, laminate lites in autoclave with heat plus pressure.
  - 3. Laminating Process: Fabricate laminated glass to produce glass free of foreign substances and air or glass pockets.

## 2.5 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

- 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- 3. Field-applied sealants at building interior shall have a VOC content of not more than 250 g/L.

## 2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
  - 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  - 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

## 2.7 GLAZING ACCESSORIES

- A. 3M Fasara<sup>TM</sup> Glass Finishes applied white polyester film
  - 1. Patern: Leise #SH2FGLS
  - 2. Locations: All door and sidelights. Full height and width of glazing, hallway side.
  - 3. Application method: wet

## 2.8 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

### 2.9 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
    - a. Temperature Change: 120 deg F (67 deg C), ambient; material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

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

## 3.2 PREPARATION

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

# 3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

# 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.

- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

## 3.5 CLEANING AND PROTECTION

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

#### 3.6 GLASS SCHEDULE

A. Glass Type - GL: Tempered clear safety glass at interior door lights and relights. Double up as insulated unit or install on both sides of a double-rabbet frame where indicated.

#### END OF SECTION 088000

### SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
  - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate nonload-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

# 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G40 (Z120) at interior assemblies, ASTM A 653/A 653M, G60 (Z180) at assemblies outboard of vapor retarder.
- B. Studs and Runners: ASTM C 645.
  - 1. Steel Studs and Runners:

- a. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm) or as indicated on the drawings.
- b. Depth: As indicated on Drawings
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
  - 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (51-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
  - 2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch- (51-mm-) deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
  - 3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- D. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  - 1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm)
- F. Cold-Rolled Channel Bridging: Steel, 0.053-inch (1.34-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
  - 1. Depth: As indicated on Drawings
  - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.
- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
  - 2. Depth: 7/8 inch (22.2 mm)] [1-1/2 inches (38 mm) or as indicated on the drawings.
- H. Resilient Furring Channels: 1/2-inch- (13-mm-) deep, steel sheet members designed to reduce sound transmission.
  - 1. Configuration: Asymmetrical or hat shaped.
- I. Cold-Rolled Furring Channels: 0.053-inch (1.34-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
  - 1. Depth: 3/4 inch (19 mm) or as required for span.
  - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch (0.8 mm).
  - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.

## 2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:
  - 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
    - a. Type: Postinstalled, expansion anchor.
  - 2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosionresistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch (25 by 5 mm) by length indicated
- E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch (1.34 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
  - 1. Depth: As indicated on Drawings or as required.
- F. Furring Channels (Furring Members):
  - 1. Cold-Rolled Channels: 0.053-inch (1.34-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges, 3/4 inch (19 mm) deep.
  - 2. Steel Studs and Runners: ASTM C 645.
    - a. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
    - b. Depth: As indicated on Drawings.
  - 3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch (22 mm) deep.
    - a. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
  - 4. Resilient Furring Channels: 1/2-inch- (13-mm-) deep members designed to reduce sound transmission.
    - a. Configuration: Asymmetrical or hat shaped.
- G. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.

### 2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
  - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
  - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

### PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

#### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
  - 2. Multilayer Application: 24 inches (610 mm) o.c. unless otherwise indicated.
  - 3. Backing Panels: 16 inches (406 mm) o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
  - 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- E. Direct Furring:
  - 1. Screw to wood framing.
  - 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

## F. Z-Furring Members:

- 1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-furring members spaced 24 inches (610 mm) o.c.
- 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
- 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (305 mm) from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

# 3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Hangers: 48 inches (1219 mm) o.c.
  - 2. Carrying Channels (Main Runners): 48 inches (1219 mm) o.c.
  - 3. Furring Channels (Furring Members): 24 inches (610 mm) o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.

- 5. Do not attach hangers to steel roof deck.
- 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
- 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
- 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

### SECTION 092900 - GYPSUM BOARD

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.
  - 2. Texture finishes.
- B. Related Requirements:
  - 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For the following products:
  - 1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.
  - 2. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.

#### 1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
- C. Low-Emitting Materials: For ceiling and wall assemblies, provide materials and construction identical to those tested in assembly and complying with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

### 2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

## 2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type C: ASTM C 1396/C 1396M. Manufactured to have increased fire-resistive capability and acoustic performance. Typical wall board.
  - 1. Thickness: As required by fire-resistance-rated assembly indicated on Drawings.
  - 2. Long Edges: Tapered.
- B. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
  - 1. Thickness: 1/2 inch (12.7 mm).
  - 2. Long Edges: Tapered.

## 2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.
- 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
- 2. Shapes:
  - a. Cornerbead.
  - b. L-Bead: L-shaped; exposed long flange receives joint compound.
  - c. U-Bead: J-shaped; exposed short flange does not receive joint compound.
  - d. Expansion (control) joint.

## 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Glass mesh or Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
  - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound or high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish.

#### 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  - 1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 2. Laminating adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

- 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
- 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
  - 1. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Acoustical panels: ½" sound boards intended for installation to face of stud with laminated gypsum board panel overlay. Product effectively reduces sound transmission through building construction as demonstrated by testing representative assemblies according to ASTM E 90. Meet or exceed ASTM E-84-07 parameters for 'Class A' Interior Wall & Ceiling Finish Category.
  - 1. Homosote 440 Sound Barrier, or equivalent acoustical board.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

# 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard Type C: Vertical surfaces unless otherwise indicated and where required for fire-resistance-rated assembly.
  - 2. Ceiling Type: Ceiling surfaces.
- B. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

- a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
- b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly. Back horizontal joints with solid blocking.
- 3. On sound bord, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints between framing members. Laminate screw to sound board, only to sound board not to framing supporting sound board.
- 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered or screwed to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations, coordinated with sound board manufacturers tested installation instructions. Temporarily brace or fasten gypsum panels until applicable fastening adhesive has set.

# 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
  - 2. U-Bead: Use at exposed panel edges

## 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 2: Panels that are substrate for plastic panels
  - 3. Level 3: At utility areas
  - 4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

- a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
- 5. Level 5: Ceiling surfaces exposed to view.
  - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

#### 3.6 **PROTECTION**

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## END OF SECTION 092900

### SECTION 096513 - RESILIENT BASE AND ACCESSORIES

The State of Alaska has a pre-existing flooring supply contract that will be used for this project, that includes carpet for patching where required and rubber base and accessories. Specification section 096513 Resilient Base and Accessories, and subsequent reference in the drawings and finish schedule, shall be for the purpose of coordination. Within this contract the Contractor shall provide new rubber base only where new walls are installed, and new materials shall match existing height, profile and color as found at the Douglas Island Building.

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Resilient base
  - 2. Resilient molding accessories.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long.
- E. Product Schedule: For resilient base and accessory products; wall base at all walls and cabinet bases, transition at all flooring transitions.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

## 1.5 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Coordinate mockups in this Section with mockups specified in other Sections.

### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

### 1.7 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. FloorScore Compliance: Resilient base, flooring transitions, and stair accessories shall comply with requirements of FloorScore certification.
- B. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

# 2.2 THERMOSET-RUBBER BASE (RB)

A. State of Alaska Universal Space Standard, Dated January 28, 2014, calls for Rubber Base by Roppe

- B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
  - 1. Style and Location:
    - a. Style A, Straight: Provide in areas with carpet.
    - b. Style B, Cove: Provide in areas with resilient flooring.
- C. Thickness: 0.125 inch (3.2 mm).
- D. Height: 2-1/2 inches (64 mm).
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed or preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors: 194 Burnt Umber

#### 2.3 RUBBER MOLDING ACCESSORY (Transition)

- A. Description: Rubber transition strips.
- B. Profile and Dimensions: 2"
- C. Locations: Provide rubber transition between carpet and linoleum tile, carpet and epoxy flooring, carpet and concrete.
- D. Color: 194 Burnt Umber

#### 2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
  - 1. Adhesives shall have a VOC content of 50 g/L or less except that adhesive for rubber stair treads shall have a VOC content of 60 g/L or less.
  - 2. Adhesives shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.

- D. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.
- E. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient stairtread manufacturer.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 10 pH.
  - 4. Moisture Testing: Proceed with installation only after substrates pass testing according to manufacturer's written recommendations, but not less stringent than the following:
    - a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
    - b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level.

- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are the same temperature as the space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

## 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches (152 mm) in length.
    - a. Form without producing discoloration (whitening) at bends.
  - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches (152 mm) in length.
    - a. Miter or cope inside corners to minimize open joints.

### 3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

## 3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum horizontal surfaces thoroughly.
  - 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from resilient stair treads before applying liquid floor polish.
  - 1. Apply two coat(s).
- E. Cover resilient products subject to wear and foot traffic until Substantial Completion.

### END OF SECTION 096513

### SECTION 099123 - INTERIOR PAINTING

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Shop primed steel.
  - 2. Clear finish at Wood
  - 3. Gypsum board.

#### 1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

- 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
- 2. Step coats on Samples to show each coat required for system.
- 3. Label each coat of each Sample.
- 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
  - 3. VOC content.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

## 1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

- 1. Maintain containers in clean condition, free of foreign materials and residue.
- 2. Remove rags and waste from storage areas daily.

## 1.8 FIELD CONDITIONS

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

## PART 2 - PRODUCTS

## 2.1 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 1. Flat Paints and Coatings: 50 g/L.
  - 2. Nonflat Paints and Coatings: 150 g/L.
  - 3. Dry-Fog Coatings: 400 g/L.
  - 4. Primers, Sealers, and Undercoaters: 200 g/L.
  - 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
  - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
  - 7. Pretreatment Wash Primers: 420 g/L.
  - 8. Floor Coatings: 100 g/L.
  - 9. Shellacs, Clear: 730 g/L.
  - 10. Shellacs, Pigmented: 550 g/L.
- D. Colors: As selected by Architect from manufacturer's full range.
  - 1. Wall to match colors identified in the State of Alaska Universal Space Standards dated January 28, 2014. Anticipate a base "white" color. Hollow metal door and relight frames shall match existing in this facility. Wood doors shall be clear finished to match those in existing facility.

### 2.2 PRIMERS/SEALERS

- A. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
- B. Prime Coat: Primer, alkali resistant, water based, MPI #3.
- C. Prime Coat: Primer sealer, latex, interior, MPI #50.

#### 2.3 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based: MPI #107.
- B. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
- C. Prime Coat: Primer, galvanized, water based, MPI #134

#### 2.4 WATER-BASED VARNISHES

A. Varnish, Water Based, Clear, Semi-Gloss (Gloss Level 5): MPI #129

### 2.5 WATER-BASED PAINTS

- A. Latex, Interior, High Performance Architectural, (Gloss Level 3): MPI #139.
- B. Latex, Interior, High Performance Architectural, (Gloss Level 4): MPI #140.
- C. Latex, Interior, High Performance Architectural, Semi-Gloss (Gloss Level 5): MPI #141.

### 2.6 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

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

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- E. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.

4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

## 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - h. Other items as directed by Architect.
  - 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

#### 3.4 CLEANING AND PROTECTION

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

### 3.5 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces (exposed concrete walls, typically at stairwells, and vestibules where they occur):
  - 1. High-Performance Architectural Latex System:
    - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
    - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    - c. Latex, Interior, High Performance Architectural, (Gloss Level 3): MPI #139.
- B. Steel Substrates (Hollow Metal Door frames and relights, field painted metal panels, conduits and ducting):
  - 1. High-Performance Architectural Latex System:
    - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79. or
    - b. Prime Coat: Shop primer specified in Section where substrate is specified.
    - c. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    - d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139 at field painted metal panels, conduits and ducting.
    - e. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141 at hollow metal doors and relights.
- C. Galvanized-Metal Substrates:
  - 1. High-Performance Architectural Latex System:
    - a. Prime Coat: Primer, galvanized, water based, MPI #134.
    - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.

- c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4), MPI #140 at field painted metal panels, conduits and ducting.
- d. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141 at hollow metal doors and relights
- D. Gypsum Board Substrates:
  - 1. High-Performance Architectural Latex System:
    - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
    - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    - c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139 at ceilings.
    - d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4), MPI #140 at walls.
- E. Wood substrates, nontraffic surfaces, including wood slat soffits and wall panels, and counter top edges.
  - 1. Water-Based Varnish System:
    - a. Prime Coat: Water-based varnish matching topcoat.
    - b. Intermediate Coat: Water-based varnish matching topcoat.
    - c. Topcoat: Varnish, water based, clear, semi-gloss (Gloss Level 5), MPI #129.

#### END OF SECTION 099123

## SECTION 101423 - PANEL SIGNAGE

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Room-identification sign typical interior room designations

#### 1.3 DEFINITIONS

A. Accessible: In accordance with the accessibility standard.

#### 1.4 COORDINATION

- A. Furnish templates for placement of sign-anchorage devices embedded in permanent construction by other installers.
- B. Furnish templates for placement of electrical service embedded in permanent construction by other installers.
- C. Coordinate signage locations, language, and quantities with schedules on drawings.
- D. The expectation is to match existing signage in this facility.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel signs.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
  - 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size
  - 4. Show locations of electrical service connections.
  - 5. Include diagrams for power, signal, and control wiring.

- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
  - 1. Include representative Samples of available typestyles and graphic symbols.
- D. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
  - 1. Panel Signs: Not less than 12 inches (300 mm) square, including corner.
  - 2. Room-Identification Signs: Full-size Sample.
  - 3. Exposed Accessories: Full-size Sample of each accessory type.
- E. Sign Schedule: Use same designations specified or indicated on Drawings or in a sign schedule.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Sample Warranty: For special warranty.

### 1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For signs to include in maintenance manuals.

#### 1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

#### 1.9 FIELD CONDITIONS

A. Field Measurements: Verify locations of anchorage devices embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Deterioration of finishes beyond normal weathering.
    - b. Deterioration of embedded graphic image.
    - c. Separation or delamination of sheet materials and components.
  - 2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- B. Accessibility Standard: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for signs.

#### 2.2 SIGNS

- A. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
  - 1. Laminated-Sheet Sign: Sandblasted polymer face sheet with raised graphics laminated to phenolic backing sheet to produce composite sheet. Integral numbers, letters, and brail.
    - a. Composite-Sheet Thickness: 0.5 inch (12.5 mm)
    - b. Surface-Applied Graphics: Applied vinyl film or paint.
    - c. Color(s): As selected by Architect from manufacturer's full range.
  - 2. Sign-Panel Perimeter: Finish edges smooth.
    - a. Edge Condition: Square cut
    - b. Corner Condition in Elevation: square.
  - 3. Frame: Aluminum
    - a. Material Thickness: 1/8 inch
    - b. Profile: Square.
    - c. Corner Condition in Elevation: Square
    - d. Finish and Color: As selected by Architect from manufacturer's full range
  - 4. Mounting: Surface mounted to wall with concealed anchors.
  - 5. Text and Typeface: Accessible raised characters and Braille, Helvetica. Finish raised characters to contrast with background color, and finish Braille to match background color.

### 2.3 SIGN MATERIALS

A. Acrylic Sheet: ASTM D 4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).

B. Polycarbonate Sheet: ASTM C 1349, Appendix X1, Type II (coated, mar-resistant, UV-stabilized polycarbonate), with coating on both sides.

### 2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
  - 1. Use concealed fasteners and anchors unless indicated to be exposed.
  - 2. For exterior exposure, furnish stainless-steel devices unless otherwise indicated.
  - 3. Exterior conditions use Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of Panel Sign.
    - a. Inserts: Furnish inserts to be set by other trades into terra cotta wall panel work.
  - 4. Interior conditions: concealed fastener clips.
    - a. At Glass: Two-Face Tape (interior mounting to : Manufacturer's standard highbond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.

### 2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  - 1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
  - 2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
  - 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
  - 4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
  - 5. Internally brace signs for stability and for securing fasteners.
  - 6. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
- B. Surface-Engraved Graphics: Machine engrave characters and other graphic devices into panel surface indicated to produce precisely formed copy, incised to uniform depth.
  - 1. Engraved Plastic Laminate: Engrave through exposed face ply of plastic-laminate sheet to expose contrasting core ply.
- C. Shop- and Subsurface-Applied Vinyl: Align vinyl film in final position and apply to surface. Firmly press film from the middle outward to obtain good bond without blisters or fishmouths.

#### 2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.
- D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

### 2.7 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Verify that anchor inserts are correctly sized and located to accommodate signs.
- D. Verify that electrical service is correctly sized and located to accommodate signs.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 2.8 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
  - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
  - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
  - 4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Room-Identification Signs and Other Accessible Signage: Install in locations on walls according to accessibility standard.
- C. Mounting Methods:

- 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
  - a. Terra Cotta Tile Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
- 2. Concealed Fastener Clips: Drill holes in substrate using template. Mechanically attach clips with screws. Place sign in position on clips flush to surface.
- 3. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.

## 2.9 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

#### 2.10 SCHEDULE

A. Room-identification sign – typical interior room designations. Coordinate with room names and numbers. Anticipate a total of six (6) signs will be provided, to match those used throughout this facility.,

## END OF SECTION 101423

## SECTION 210500 - COMMON WORK RESULTS FOR FIRE SUPPRESSION

## PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

A. Pipe, fittings, valves, and connections for wet sprinkler systems.

### 1.2 SCOPE OF THE WORK

A. Modify existing wet sprinkler system and add sprinkler heads for remodeled configuration of the Douglas Island Center Building project area. Contractor shall perform site visits to as-built system for connection points.

## 1.2 RELATED REQUIREMENTS

A. Section 211300 - Fire-Suppression Sprinkler Systems: Sprinkler systems design.

### 1.3 REFERENCE STANDARDS

- A. ASME (BPV IX) Boiler and Pressure Vessel Code, Section IX Welding and Brazing Qualifications; The American Society of Mechanical Engineers; 2010.
- B. ASME B16.1 Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; The American Society of Mechanical Engineers; 2005.
- C. ASME B16.3 Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers; 1998 (R2006).
- D. ASME B16.4 Gray Iron Threaded Fittings; The American Society of Mechanical Engineers; 1998 (R2006).
- E. ASME B16.5 Pipe Flanges and Flanged Fittings; The American Society of Mechanical Engineers; 2009 (ANSI/ASME B16.5).
- F. ASME B16.9 Factory-made Wrought Steel Buttwelding Fittings; The American Society of Mechanical Engineers; 2007.
- G. ASME B36.10M Welded and Seamless Wrought Steel Pipe; The American Society of Mechanical Engineers; 2004.
- H. ASTM A53/A53M Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2010.
- I. ASTM A135/A135M Standard Specification for Electric-Resistance Welded Steel Pipe; 2009.

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- J. ASTM A795/A795M Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use; 2008.
- K. AWWA C111/A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; American Water Works Association; 2007 (ANSI/AWWA C111/A21.11).
- L. AWWA C151/A21.51 Ductile-Iron Pipe, Centrifugally Cast, for Water; American Water Works Association; 2009 (ANSI/AWWA C151/A21.51).
- M. NFPA 13 Standard for the Installation of Sprinkler Systems; National Fire Protection Association; 2010.
- N. UL (FPED) Fire Protection Equipment Directory; Underwriters Laboratories Inc.; current edition.
- O. UL 262 Gate Valves for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- P. UL 312 Check Valves for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

## 1.4 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers catalogue information. Indicate valve data and ratings.
- C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections. See 21 1300 for additional requirements.
- D. Project Record Documents: Record actual locations of components and tag numbering.
- E. Operation and Maintenance Data: Include installation instructions and spare parts lists.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.

## 1.6 DELIVERY, STORAGE, AND HANDLING

A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

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### PART 2 - PRODUCTS

## 2.1 FIRE PROTECTION SYSTEMS

- A. Sprinkler Systems: Conform work to NFPA 13.
- B. Welding Materials and Procedures: Conform to ASME Code.

## 2.2 ABOVE GROUND PIPING

- A. Steel Pipe: ASTM A795 Schedule 10 (3-inches and over only) or ASTM A53 Schedule 40, black.
  - 1. Steel Fittings: ASME B16.9, wrought steel, buttwelded.
  - 2. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings and ASME B16.4, threaded fittings.
  - 3. Malleable Iron Fittings: ASME B16.3, threaded fittings.
  - 4. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe. Couplings to fully encircle pipe and not U-bolt type. Similar to Victaulic Style 75 or 77. Rolled groove type. Cut groove not acceptable.
  - 5. Exterior piping and fittings shall be galvanized schedule 40.
  - 6. Piping over 3-inch size may be electrically welded, using backing rings and coated rods.

#### 2.3 PIPE HANGERS AND SUPPORTS

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
- B. Hangers for Pipe Sizes 2 inches and Over: Carbon steel, adjustable, clevis.
- C. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- D. Wall Support for Pipe Sizes to 3 inches: Cast iron hook.
- E. Galvanized: Pipe hangers and supports shall be galvanized where in contact with galvanized piping or installed outside of the building.
- F. Accessories: Hanger Rod: Mild steel continuous threads.

#### 2.4 DRAIN VALVES

- A. Ball Valve:
  - 1. Brass with cap and chain, 3/4 inch hose thread.
  - 2. Compression Stops: Bronze with hose thread nipple and cap.

## PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

## 3.2 INSTALLATION

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- C. Install piping to conserve building space, to not interfere with use of space and other work.
- D. Group piping whenever practical at common elevations.
- E. Sleeve pipes passing through partitions, walls, and floors.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- G. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  - 6. Prime coat exposed steel hangers and supports. Refer to Section 09 9000. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- H. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- I. Do not penetrate building structural members unless indicated.
- J. Die cut threaded joints with full cut standard taper pipe threads with red lead and linseed oil or other non-toxic joint compound applied to male threads only.

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- K. Provide drain valves at main shut-off valves, low points of piping and apparatus.
- L. Coordinate closely with all other Contractors. In general, pitched waste and vent piping and ductwork shall take preference in location within the Project area. Sprinkler piping shall be installed in structural joist space and ceiling space throughout, except where conflicts with ductwork and piping will not occur. Coordinate required beam penetrations with Structural Engineer and Architect. Coordination of all drain valves, and other equipment requiring access and maintenance procedures is required with all building components during construction for maximum accessibility and proper location as intended.

END OF SECTION 210500

## SECTION 211300 - FIRE SUPPRESSION SPRINKLERS

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

- A. Wet-pipe sprinkler system.
- B. System design, installation, and certification.

### 1.2 RELATED REQUIREMENTS

- A. Section 079200 Joint Sealants for Firestopping.
- B. Section 210500 Common Work Results for Fire Suppression: Pipe, fittings, and valves.

### 1.3 REFERENCE STANDARDS

- A. NFPA 13 Standard for the Installation of Sprinkler Systems; National Fire Protection Association; 2010.
- B. UL (FPED) Fire Protection Equipment Directory; Underwriters Laboratories Inc.; current edition.

### 1.4 SUMMARY OF WORK

- A. Modify and extend an existing wet sprinkler system to provide coverage for remodeled spaces of the Douglas Island Center Building. Contractor shall perform site visits to as-built system for connection points.
  - 1. All areas without exposed structural ceilings shall have concealed sprinkler piping with recessed heads.
  - 2. Provide recessed heads in all finished ceilings.
  - 3. Contractor shall provide connections to the existing sprinkler system as required hereunder to maintain continuity for reasonable down periods coordinated with Owner.

### 1.5 WORK INCLUDED

A. The Mechanical Work is governed by the entire Specifications and not just Division 21. The entire Specifications must be examined for requirements relating to the Work hereunder. The Work covered by this and all other Mechanical sections consists of furnishing labor, equipment, and materials in accordance with the Specifications or Drawings, or both, together with any incidental items not shown or specified which can be reasonably inferred or taken as belonging

to the Work and necessary in good practice to provide a complete system described or shown as intended.

- B. Coordinate shutdown of systems with State of Alaska Maintenance Personnel. Contact name and phone number will be available through ARCHITECT.
- C. Continuity of Mechanical Systems for the Building: Continuity of Mechanical systems for building sprinkler, plumbing, heating, and ventilation systems during demolition and new work shall be the responsibility of the CONTRACTOR. Building sprinkler, plumbing, heating, and ventilation systems shall be operational during occupied periods. Shutdown of systems shall not affect Occupied portions of the building except when coordinated with the State of Alaska and the ARCHITECT. Sprinkler, plumbing, heating, and ventilation systems shall be active at all times in Occupied areas. Shutdown to Occupied portions of the building to occur after hours upon approval of the State of Alaska.
- D. Demolition of and Connection to Existing Material, Equipment, and Systems:
  - 1. Where select piping and ductwork systems are shown to be partially removed for connection, prepare and protect the connection points appropriately to ensure later continuity of Work. CONTRACTOR shall provide all temporary supports as required and completely replace material and equipment that are not suitably protected during construction and becomes damaged.
  - 2. CONTRACTOR shall provide all temporary caps for ductwork and piping as required. CONTRACTOR shall provide all temporary partitions such as air-tight air plenum separations as required to maintain continuity of systems and to not contaminate existing systems or finishes. CONTRACTOR shall remove all temporary provisions when the phase of Work is completed or earlier if required.
  - 3. All material and equipment that are to be removed for relocation is the CONTRACTORS responsibility to suitably protect and store in a location that protects from damage. CONTRACTOR shall completely replace all relocated material and equipment that are damaged from storage and other misuse between demolition and reinstallation.
  - 4. Where items are shown to be removed such as piping or ductwork it is to be assumed that this includes the removal of the respective system including but not limited to pipe and duct hangers, supports, conduit, wiring, valves, and other related trim and appurtenances. Piping to be removed through a floor assumes that the piping is to be capped below floor and the floor finished smooth.

# 1.6 SUBMITTALS

A. General: Provide submittals according to Conditions of Contract, Division 01 Specifications Sections, and as required hereunder. Drawings and general provisions of the contract including General, Supplementary Conditions, and all Division 01 Specification Sections, apply to this Section. Approval of the data shall not eliminate responsibility for compliance with the Drawings or Specifications unless specific attention has been called in writing to proposed deviations at the time of transmittal of the data and such deviations have been approved, not shall it eliminate the responsibility for freedom of errors of any sort in the data. All Mechanical submittal data for Project construction is to be turned in for approval at the same time in order for an efficient review process. Partial submittals may be rejected until the full submittal is received.

- B. See Division 01 Submittals, for submittal procedures.
- C. Specific Products: Trade names and catalog numbers of manufactured products included herein are intended to indicate the type, size and grade of quality of equipment and materials required and such equipment and materials are approved for installation subject to full compliance with the Specifications. Except where single manufacture is specified for standardization, requires for approval of other manufacturers than those specified must be accompanied by complete descriptions including overall dimensions, performance data, and, if catalog material, identification of specific products or items proposed.
- D. Shop Drawings:
  - 1. Submit coordinated shop drawings of the sprinkler system. Provide shop drawings of entire project area including all features, piping, heads, valves, hangers, bracing, accessories, and systems connections. Include separate ceiling plans detailing head locations, lighting, diffusers, grilles, speakers, and other ceiling obstructions.
  - 2. Indicate pipe material used, joint methods, supports, and floor and wall penetrations seals. Indicate installation, layout, heights, weights, mounting and support details, and piping connections. Show all related systems in light format for coordination such as ductwork, lights, etc.
  - 3. Indicate hydraulic calculations if needed, detailed pipe layout, hangers and supports, sprinklers, components and accessories.
  - 4. Submit shop drawings to ARCHITECT and then approved shop drawings to authority having jurisdiction for code official approval.
- E. Submittal Format: All data shall be submitted at one time in neatly bound loose-leaf three ring binders with pockets and tabulated in order of Specification Division 21. All data shall be typed, minimum 10 point font, not exceptions. Data submitted that is not conforming to these specification requirements will be returned without reviewing and will need to be resubmitted at Contractors sole complete cost.
  - 1. Each binder shall have a set of separators with index tabs A to Z. Tabs are to be printed type. Slip in tabs not acceptable.
  - 2. The first page shall be a cover sheet with project name, address, data, submittal product name, all applicable contractors and contact information, and all applicable consultants and contact information.
  - 3. Second page shall be a submittal manual index of all project Specification sections with respective tab numbers, and respective book number, if applicable.
  - 4. The first page of each manuals section shall be an index of the respective project Specification section and number with each product name, manufacturer name and model number.
  - 5. Each manuals section shall be labeled and certified by mechanical Subcontractor that the data presented is in accordance with project Specifications. Index sheet in front of completed diner listing each piece of equipment or material submitted.
  - 6. Product Data to be utilized shall be flagged and noted and all other data shall be crossed out or otherwise flagged that it is not in the project.
  - 7. Data shall be inserted in binders in order of Specification number. Specification number shall be clearly labeled on the each submittal page.
- F. As-Built Drawings: As-builts shall accurately show all changes for Contract Document for

piping, ductwork, and equipment. As-Built drawings shall be updated daily and available for inspection on-site by the ARCHITECT.

- G. Maintenance Materials: Furnish the following for OWNER's use in maintenance of project.
  - 1. Extra Sprinklers: Type and size matching those installed, in quantity required by referenced NFPA design and installation standard.
  - 2. Sprinkler Wrenches: For each sprinkler type.
- F. Operation and Maintenance Data: Not required.
- H. Shop Drawings: Verify on-site as-built conditions during demolition of construction if required where system is concealed. Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections. Shop drawings shall be coordinated and corrected with all other disciplines for interference and location of existing and new conditions prior to submittal to ARCHITECT.
- I. Submit prior to Substantial Completion Inspection and Final Inspection a detailed list of equipment and systems that will NOT be completed for the completion date. Include status and information of deficiencies from all previous inspection reports.
- J. Submit prior to Re-inspections of Substantial Completion Inspections, if applicable, and the Final Inspection a marked copy of the previous Engineers Inspection Reports detailing all items that have been completed and all items that have not been completed with reasons thereof. Re-inspection or Final Inspection will not occur until receipt of this list.

## 1.7 COOPERATIVE WORK

- A. The Work hereunder shall be coordinated between various mechanical Sections and with the Work specified under other divisions or contracts toward rapid completion of the entire Project. If any cooperative Work must be altered due to lack of proper supervision hereunder, or failure to make proper provisions in time, then the Work hereunder shall include all expense of such changes as are necessary to be made in the Work under other divisions and contracts, and such changes shall be directly supervised by the ARCHITECT and shall be made to the satisfaction of the ARCHITECT.
- B. In general pitched piping and ductwork shall take preference in location within the Project area. Coordination of all drain valves, duct access doors, and other equipment requiring access and maintenance procedures is required with all building components during construction for maximum accessibility and proper location as intended. In many portions of the building, piping mains, piping branches, and sprinkler piping, as well as some duct branches will need to be installed in the joist space to allow for installation of duct mains. Coordinate closely with all other Contractors.
- C. Protection of existing mechanical material and equipment during selective demolition shall be the responsibility of the CONTRACTOR and coordinated with the respective Contractors. The CONTRACTOR shall provide temporary supports for all material and equipment. The CONTRACTOR at no cost to the Owner shall replace any existing material or equipment damaged during selective demolition due to insufficient protection. Coordination with all disciplines is required.

- D. Temporary Utilities: In addition to requirements hereunder see Division 01. Continuity of Mechanical systems for building sprinkler, plumbing, heating, and ventilation systems during demolition and new Work shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for providing and maintaining the Mechanical Systems serving occupied areas of the building throughout Construction. Shutdown of systems shall not affect Occupied portions of the building except when coordinated with State of Alaska and Maintenance. Sprinkler, plumbing, heating, and ventilation systems shall be active at all times in Occupied areas.
  - 1. Protection of existing mechanical material and equipment during selective demolition shall be the responsibility of the CONTRACTOR and coordinated with the respective Sub Contractor. The CONTRACTOR shall provide temporary supports for all material and equipment. The CONTRACTOR at no cost to Owner shall replace any existing materials or equipment damaged during selective demolition due to insufficient protection. Coordinate with all disciplines and phasing plans are required.
  - 2. The CONTRACTOR shall be responsible for providing and maintaining the Mechanical Systems serving occupied areas of the building installed or modified under this Project throughout the Construction period including during the Phases.

## 1.8 QUALITY ASSURANCE

- A. Maintain one copy of referenced design and installation standard on site.
- B. Conform to UL requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- D. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience approved by manufacturer.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Sprinklers, Valves, and Equipment:
  - 1. Tyco Fire Suppression & Building Products
  - 2. Viking Corporation
  - 3. Grinnell

### 2.2 SPRINKLER SYSTEM

- A. Sprinkler System: Modify entire existing system in the Project Area for proper coverage remodel areas.
- B. Occupancy: Light hazard; comply with NFPA 13.
- C. Water Supply: Determine volume and pressure from water flow test data. Contractor shall obtain water flow test data on-site from the nearest fire hydrant station from the City and Borough of Juneau, if available. Otherwise Contractor shall provide test and measurement flow data. All expenses obtaining the information shall be borne by the Contractor.
- D. Pipe Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
  - 1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
  - 2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
  - 3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
  - 4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.
  - 5. Other Types: As required.

## 2.3 SPRINKLERS

- A. Suspended Ceiling Type: Recessed pendant type with matching push on escutcheon plate.
  - 1. Response Type: Standard.
  - 2. Coverage Type: Extended.
  - 3. Finish: Chrome plated.
  - 4. Escutcheon Plate Finish: Chrome plated.
  - 5. Fusible Link: Glass bulb type temperature rated for specific area hazard.

## PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install in accordance with referenced NFPA design and installation standard.
- B. Install equipment in accordance with manufacturer's instructions.
- C. Place pipe runs to minimize obstruction to other work.
- D. Place piping in concealed spaces above finished ceilings.
- E. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- F. Center sprinklers in one direction only in ceiling tile with location in other direction variable, dependent upon spacing and coordination with ceiling elements. Recessed heads shall have all
deflectors at same location below ceiling, with tolerance of plus or minus 0.5 inch.

G. Submit required test certificates to Fire Marshall and to Owner.

# SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

A. Testing, adjustment, and balancing of air systems.

#### 1.2 REFERENCE STANDARDS

- A. AABC MN-1 AABC National Standards for Total System Balance; Associated Air Balance Council; 2002.
- B. ASHRAE Std 111 Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 1988, with 1997 Errata.
- C. NEBB (TAB) Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau; 2005, Seventh Edition.
- D. SMACNA (TAB) HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association; 2002.

#### 1.3 SUMMARY

- A. Scope of Work: Adjust and balance all building air systems in Project Area. Air volumes are located on the diffuser and grille schedules. Coordinate with contract document requirements.
  - 1. Ventilation and Exhaust Systems:
    - a. HRV (5) System.

#### 1.5 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.
- C. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
  - 1. Submit to ARCHITECT.
  - 2. Submit six weeks prior to starting the testing, adjusting, and balancing work.

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- 3. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the ARCHITECT and other installers to sufficiently understand the design intent for each system.
- 4. Include at least the following in the plan:
  - a. List of all air flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
  - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
  - c. Identification and types of measurement instruments to be used and their most recent calibration date.
  - d. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
  - e. Final test report forms to be used.
  - f. Expected problems and solutions, etc.
  - g. Specific procedures that will ensure that air side are operating at the lowest possible pressures and methods to verify this.
  - j. Procedures for formal deficiency reports, including scope, frequency and distribution.
- D. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
  - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
  - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for ARCHITECT and for inclusion in operating and maintenance manuals.
  - 3. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
  - 4. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  - 5. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  - 6. Units of Measure: Report data in both I-P (inch-pound) units.
  - 7. Include the following on the title page of each report:
    - a. Name of Testing, Adjusting, and Balancing Agency.
    - b. Address of Testing, Adjusting, and Balancing Agency.
    - c. Telephone number of Testing, Adjusting, and Balancing Agency.
    - d. Project name.
    - e. Project location.
    - f. Project ARCHITECT.
    - g. Project Engineer.
    - h. Project CONTRACTOR.
    - i. Project altitude.
    - j. Report date.

H. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

# PART 2 - PRODUCTS - NOT USED

# PART 3 - EXECUTION

#### 3.1 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
  - 1. AABC MN-1, AABC National Standards for Total System Balance.
  - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
  - 3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
  - 4. SMACNA HVAC Systems Testing, Adjusting, and Balancing.
  - 5. Maintain at least one copy of the standard to be used at project site at all times.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
  - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
  - 2. Having minimum of three years documented experience.
  - 3. Certified by one of the following:
    - a. AABC, Associated Air Balance Council: www.aabchq.com; upon completion submit AABC National Performance Guaranty.
    - b. NEBB, National Environmental Balancing Bureau: www.nebb.org.
    - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: <u>www.tabbcertified.org</u>.
    - d. Professional mechanical engineer with documented TAB experience within the last five years.
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

#### 3.2 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Proper thermal overload protection is in place for electrical equipment.
  - 4. Filters have been replaced immediately prior to adjustment of air system.
  - 5. Duct systems are clean of debris.
  - 6. Fans are rotating correctly.
  - 7. Fire and volume dampers are in place and open.
  - 8. Air coil fins are cleaned and combed.
  - 9. Access doors are closed and duct end caps are in place.
  - 10. Air outlets are installed and connected.
  - 11. Duct system leakage is minimized.
  - 12. Hydronic systems are flushed, filled, and vented.
  - 13. Pumps are rotating correctly.
  - 14. Proper strainer baskets are clean and in place.
  - 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

# 3.3 ADJUSTMENT TOLERANCES

- A. HRV Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

# 3.4 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:
  - 1. Running log of events and issues.
  - 2. Discrepancies, deficient or uncompleted work by others.
  - 3. Contract interpretation requests.
  - 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

- D. Mark on the drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- E. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- G. Adjust diffuser and grille blades for proper air diffusion throughout. Adjust horizontal to vertical projection cones for proper air diffusion for round diffusers.

#### 3.5 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Measure air quantities at air inlets and outlets.
- C Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- D. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- M. HRV Adjustment: Perform in the following sequence.
  - 1. Achieve the design flow rates for all outlets.

# 3.7 SCOPE

- A. Test, adjust, and balance the following:
  - 1. HRV units
  - 2. Air Inlets and Outlets

#### 3.8 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
  - 1. Manufacturer
  - 2. Model/Frame
  - 3. HP/BHP
  - 4. Phase, voltage, amperage; nameplate, actual, no load

- 5. RPM
- 6. Service factor
- 7. Starter size, rating, heater elements
- 8. Sheave Make/Size/Bore
- B. Air Moving Equipment:
  - 1. Location
  - 2. Manufacturer
  - 3. Model number
  - 4. Serial number
  - 5. Arrangement/Class/Discharge
  - 6. Air flow, specified and actual
  - 7. Return air flow, specified and actual
  - 8. Outside air flow, specified and actual
  - 9. Total static pressure (total external), specified and actual
  - 10. Inlet pressure
  - 11. Discharge pressure
  - 12. Sheave Make/Size/Bore
  - 13. Number of Belts/Make/Size
  - 14. Fan RPM
- C. Return Air/Outside Air:
  - 1. Identification/location
  - 2. Design air flow
  - 3. Actual air flow
  - 4. Design return air flow
  - 5. Actual return air flow
  - 6. Design outside air flow
  - 7. Actual outside air flow
  - 8. Return air temperature
  - 9. Outside air temperature
  - 10. Required mixed air temperature
  - 11. Actual mixed air temperature
  - 12. Design outside/return air ratio
  - 13. Actual outside/return air ratio
- K. Air Distribution Tests:
  - 1. Air terminal number
  - 2. Room number/location
  - 3. Terminal type
  - 4. Terminal size
  - 5. Area factor
  - 6. Design velocity
  - 7. Design air flow
  - 8. Test (final) velocity

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- 9. Test (final) air flow
- 10. Percent of design air flow

# SECTION 230713 - DUCT INSULATION

# PART 1 - GENERAL

# 1.1 SECTION INCLUDES

A. Duct insulation.

# 1.2 REFERENCE STANDARDS

- A. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM C553 Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2008.
- C. ASTM C612 Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2010.
- D. ASTM C916 Standard Specification for Adhesives for Duct Thermal Insulation; 1985 (Reapproved 2007).
- E. ASTM C1290 Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts; 2011.
- F. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- G. ASTM E96/E96M Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- H. NFPA 255 Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- I. SMACNA (DCS) HVAC Duct Construction Standards Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- J. UL 723 Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

# 1.3 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures necessary to ensure acceptable

workmanship and that installation standards will be achieved.

# 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section, with minimum 3 years of experience and approved by manufacturer.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

#### 1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

#### PART 2 - PRODUCTS

# 2.1 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

#### 2.2 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
  - 1. Knauf Insulation.
  - 2. Johns Manville Corporation.
  - 3. Owens Corning Corp.
  - 4. CertainTeed Corporation.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
  - 1. 'K' value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
  - 2. Maximum Service Temperature: 1200 degrees F.

- 3. Maximum Water Vapor Sorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
  - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
  - 2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
  - 3. Secure with pressure sensitive tape.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

## 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated ducts conveying air below ambient temperature:
  - 1. Provide insulation with vapor barrier jackets.
  - 2. Finish with tape and vapor barrier jacket.
  - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
  - 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- D. Insulated ducts conveying air above ambient temperature:
  - 1. Provide with or without standard vapor barrier jacket.
  - 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- E. Do not insulate ductwork exposed in finished spaces.

# 3.3 SCHEDULES

A. Duct System Insulation: Supply air ducts located downstream of existing Fan Coil FC (Cooling Unit): Mineral Fiber Blanket Insulation 1-1/2 inches thick.

# SECTION 233100 - HVAC DUCTS AND CASINGS

# PART 1 - GENERAL

# 1.1 SECTION INCLUDES

A. Metal ductwork.

#### 1.2 RELATED REQUIREMENTS

- A. Section 079200 Joint Sealants: Firestopping.
- B. Section 230713 Duct Insulation: External insulation.
- C. Section 233300 Air Duct Accessories.
- D. Section 233700 Air Outlets and Inlets.
- E. Section 230593 Testing, Adjusting, and Balancing for HVAC.

## 1.3 REFERENCE STANDARDS

- A. ASHRAE (FUND) ASHRAE Handbook Fundamentals; 2009.
- B. ASTM A36/A36M Standard Specification for Carbon Structural Steel; 2008.
- C. ASTM A240/A240M Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and General Applications; 2011a.
- D. ASTM A480/A480M Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2011a.
- E. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- F. ASTM A1008/A1008M Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength, Low Alloy, and High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2011.
- G. ASTM A1011/A1011M Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low Alloy, High-Strength Low-Alloy With Improved Formability, and Ultra-High Strength; 2010.
- H. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- I. NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating Systems;

National Fire Protection Association; 2009.

- J. NFPA 90B Standard for the Installation of Warm Air Heating and Air Conditioning Systems; National Fire Protection Association; 2009.
- K. SMACNA (DCS) HVAC Duct Construction Standards Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- L. UL 181 Standard for Factory-Made Air Ducts and Air Connectors; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

#### 1.4 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials.
- C. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

# 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum three years of documented experience.

#### 1.6 REGULATORY REQUIREMENTS

A. Construct ductwork to NFPA 90A standards.

#### 1.7 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

# PART 2 - PRODUCTS

#### 2.1 DUCT ASSEMBLIES

A. All Ducts: Galvanized steel, minimum 24 gage, unless otherwise indicated.

- B. HRV Supply: 2 inch w.g. pressure class, galvanized steel.
- C. General Supply and Exhaust: 2 inch w.g. pressure class, galvanized steel.

# 2.2 MATERIALS

- Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
  - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
  - 2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
  - 3. For Use With Flexible Ducts: UL labeled.
- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

# 2.3 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible, and as indicated.
- B. No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE Handbook Fundamentals.
- C. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- D. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
- E. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.
- F. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- G. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible.
- H. Fittings shall be spot welded two gages heavier than indicated in SMACNA Standard. Prime coat welded joints. All round ductwork shall be spiral type. Utilize manufactured duct fittings for all branch take-offs unless indicated otherwise.

- I. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.
- J. Provide standard 45-degree lateral wye takeoffs unless otherwise indicated where 90-degree conical tee connections may be used.
- K. Pleated 90 degree round elbows may be used only on duct 8-inch diameter and under. Use segmented 5 piece elbows on 90 degree elbows 10 inches and over. 90 degree adjustable elbows are not acceptable unless approved on a case by case basis by the ARCHITECT.
- L. Flanged closures must be SMACNA "J" rated with minimum 1-3/8 inch flange. Flange shall be gasketed. Corners bolted. Metal cleat for application around perimeter of transverse joint.
- M. Transverse joints: Ductmate proprietary duct connections will be accepted. Ductwork constructed using these systems will refer to manufacturers guidelines for sheet gage, intermediate reinforcement size and spacing, and joint reinforcement. TDF shall be constructed in accordance with SMACNA HVAC Duct Construction Standards Manuals T-24 flange. Basis for evaluating a substitution shall be Ductmate Joining System, all steel construction. Ductmate system shall utilize minimum 20 gage steel companion angles, 12 gage steel corner pieces, and an integral polymer mastic seal. Acceptable joining systems: Ductmate 35, Nexus, Accuduct, or TDF. TDC is not acceptable.
- N. Longitudinal seams and fitting: Pittsburgh lock or snap lock shall be used on all longitudinal seams. Use Pittsburgh only on fittings, snap lock is not acceptable.

# 2.4 INSULATED FLEXIBLE DUCTS

- A. Manufacturers:
  - 1. Thermaflex
  - 2. Thermoid
  - 3. Wiremold
- A. Two ply vinyl film supported by helical wound spring steel wire; fiberglass insulation; polyethylene vapor barrier film.
  - 1. Pressure Rating: 10 inches wg positive and 1.0 inches wg negative.
  - 2. Maximum Velocity: 4000 fpm.
  - 3. Temperature Range: -10 degrees F to 160 degrees F.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

#### 3.2 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible.
- B. Install in accordance with manufacturer's instructions.
- D. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system. Check daily or more frequently that sealing of ducts is intact.
- E. Flexible Ducts: Connect to metal ducts with draw bands.
- F. Duct sizes indicated are inside clear dimensions.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- I. Connect flexible ducts to metal ducts with adhesive and draw bands.
- M. Duct Sealing:
  - 1. Seal all longitudinal and latitudinal joints of metal ducts with two coats of sealant. Apply sealant in accordance with manufacturer's recommendations. Apply second coat of sealant after first coat has completely cured. Inspect seams with ductwork pressurized and reapply as required for an airtight application.
- N. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system. Check daily or more frequently that sealing of ducts is intact.

#### 3.3 CLEANING

A. If supply, exhaust, or return air ductwork is found to be dirty during construction due to inadequately capped/sealed ductwork or operating fans without filters, the CONTRACTOR shall clean all affected duct systems with high power vacuum machines to the satisfaction of the ARCHITECT Protect equipment that may be harmed by excessive dirt with filters, or bypass during cleaning. Provide adequate access into ductwork for cleaning purposes. All construction debris is to be removed by CONTRACTOR prior to cleaning.

# SECTION 233300 - AIR DUCT ACCESSORIES

# PART 1 - GENERAL

## 1.1 SECTION INCLUDES

A. Volume Control Dampers.

#### 1.2 RELATED REQUIREMENTS

- A. Section 079200 Joint Sealants: Firestopping.
- B. Section 230713 Duct Insulation: External insulation.

#### 1.3 REFERENCE STANDARDS

- A. NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2009.
- B. NFPA 92A Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences; 2009.
- C. SMACNA (DCS) HVAC Duct Construction Standards Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

#### 1.4 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers.

#### 1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.

# PART 2 - PRODUCTS

#### 2.1 VOLUME CONTROL DAMPERS

- A. Manufacturers:
  - 1. Ventlock
  - 2. Nailor Industries Inc
  - 3. Ruskin Company
  - 4. Durodyne
  - 5. Rossi, www.rossihardware.com
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible, and as indicated. For stainless steel duct manual dampers constructed of stainless steel material and rods painted two coats of rust preventive paint or constructed of stainless steel material.
- C. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
  - 1. Fabricate for duct sizes up to 6 x 30 inch.
  - 2. Blade: 24 gage, minimum.
- D. End Bearings: Except in round ductwork 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings. Provide closed end bearings on all ducts having a pressure classification over 2 inches wg; Ventlock Model 607 or 609. Similar Durodyne or Young
- E. Regulators:
  - 1. Provide self-locking, indicating regulators with heavy steel stamped handle on single and multi-blade dampers.
  - 2. On insulated ducts mount regulators on standoff mounting brackets, bases, or adapters.
  - 3. Where rod lengths exceed 30 inches provide regulator at both ends.
  - 4. Ventlock Model 641. Similar Durodyne or Young.
  - 5. For concealed damper locations use concealed damper regulator type for installation in ceilings. Ventlock Model 666. Similar Durodyne or Young.
  - 6. Regulators with wing nuts are not acceptable.

# PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Verify that electric power is available and of the correct characteristics.
- B. Verify ducts and equipment installations are ready for accessories.

#### 3.2 INSTALLATION

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 3100

for duct construction and pressure class.

- B. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- C. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

# SECTION 233700 - AIR OUTLETS AND INLETS

# PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Diffusers.
- B. Registers/grilles.

#### 1.2 RELATED REQUIREMENTS

A. Section 099000 - Painting and Coating: Painting of ducts visible behind outlets and inlets.

#### 1.3 REFERENCE STANDARDS

- A. AMCA 500-L Laboratory Methods of Testing Louvers for Rating; Air Movement and Control Association International, Inc.; 2007.
- B. ASHRAE Std 70 Method of Testing for Rating the Performance of Air Outlets and Inlets; American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.; 2006.
- C. SMACNA (DCS) HVAC Duct Construction Standards Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

#### 1.4 SUBMITTALS

- A. See Section 013000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
- C. Project Record Documents: Record actual locations of air outlets and inlets.

#### 1.5 QUALITY ASSURANCE

- A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.
- B. Test and rate louver performance in accordance with AMCA 500-L.
- C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

### PART 2 - PRODUCTS

#### 2.1 CEILING SUPPLY DIFFUSERS (SG-1)

- A. Manufacturers:
  - 1. Titus TDCA-AA
  - 2. Krueger
  - 3. Price
- B. Type: Square 24x24 inch module size for lay-in type. Louver size as shown on plans. Round neck with size as shown on drawings.
- C. Diffusers: Movable vanes, accessible from face to adjust discharge from horizontal to vertical. Core for discharge pattern of four-way corner blow. Diffusers are four-way blow unless otherwise shown on schedule.
- D. Frame: 24"x24" Lay-in type border for all T-bar ceilings. Coordinate with ceiling plans for border type.
- E. Fabrication: Aluminum with white baked enamel finish.

#### 2.2 EXHAUST AND RETURN GRILLES (RG-1)

- A. Manufacturers:
  - 1. Titus 350FL
  - 2. Krueger
  - 3. Price
- B. Type: Ceiling and wall return/exhaust grille. Face: Blades with 3/4 inch spacing, 35 degree deflection, blades parallel to long dimension.
- C. Frame: 1-1/4 inch margin with countersunk screw mounting. With sponge rubber gaskets under flanges.
- D. Fabrication: Aluminum. White baked enamel finish. For ceilings with wood grain appearance 24x24 ceiling tiles (Police Lobby 138, Stair 201, Lobby 211, Conference 216, and soffits in Assembly 217), ceiling grilles shall be primed at factory for field painting.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify inlet/outlet locations.
- B. Verify ceiling and wall systems are ready for installation.

# 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on branch duct to diffusers and grilles whether shown or not.
- E. Paint ductwork visible behind air outlets and inlets matte black.
- F. Modify ceiling and ceiling lay-in panels as required for diffuser installation.

# SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Metal-clad cable, Type MC.
  - 3. Fire-alarm wire and cable.
  - 4. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
  - 1. Section 271500 "Communications Horizontal Cabling" for twisted pair cabling used for data circuits.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

# PART 2 - PRODUCTS

#### 2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

#### B. Standards:

- 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- 2. RoHS compliant.

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- 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658
- D. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2, and Type XHHW-2.
- 2.2 METAL-CLAD CABLE, TYPE MC
  - A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
  - B. Standards:
    - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
    - 2. Comply with UL 1569.
    - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
  - C. Circuits:
    - 1. Single circuit.
    - 2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.
  - D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
  - E. Ground Conductor: Insulated.
  - F. Conductor Insulation:
    - 1. Type TFN/THHN/THWN-2. Comply with UL 83.
  - G. Armor: Steel, interlocked.
  - H. Jacket: PVC applied over armor.

# 2.3 FIRE-ALARM WIRE AND CABLE

- A. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- B. Signaling Line Circuits: Twisted, shielded pair, not less than No. 18 AWG.
  - 1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire-alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.

- C. Non-Power-Limited Circuits: Solid-copper conductors with 600 V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.
  - 1. Low-Voltage Circuits: No. 16 AWG, minimum, in pathway.
  - 2. Line-Voltage Circuits: No. 12 AWG, minimum, in pathway.

### 2.4 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

# 2.5 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

# PART 3 - EXECUTION

# 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits: Stranded copper.
- B. Power-Limited Fire Alarm and Control: Stranded copper.

# 3.2 INSTALLATION OF FIRE-ALARM WIRE AND CABLE

- A. Comply with NFPA 72.
- B. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.
- C. Color-Coding: Color-code fire-alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and another for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire-alarm system junction boxes and covers red.

# 3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

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- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- F. Install insulated equipment grounding conductors with all branch circuits.

# 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.
- D. Comply with requirements in Section 284621.11 "Addressable Fire-Alarm Systems" for connecting, terminating, and identifying wires and cables.

# 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

# SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Hangers and supports for electrical equipment and systems.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Slotted support systems, hardware, and accessories.

## 1.4 QUALITY ASSURANCE

A. Comply with NFPA 70.

# PART 2 - PRODUCTS

#### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  - 1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 2. Material for Channel, Fittings, and Accessories: Galvanized steel.
  - 3. Channel Width: Selected for applicable load criteria.
  - 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  - 6. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
  - 6. Toggle Bolts: All Stainless-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

# PART 3 - EXECUTION

# 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA 1.
  - 2. NECA 101
  - 3. NECA 102.
  - 4. NECA 105.
  - 5. NECA 111.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings.

# 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT IMC and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To Existing Concrete: Expansion anchor fasteners.
  - 3. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  - 4. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
  - 5. To Light Steel: Sheet metal screws.
  - 6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

# 3.3 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

# SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Metal conduits, tubing, and fittings.
  - 2. Boxes, enclosures, and cabinets.

# 1.3 DEFINITIONS

A. FMC: Flexible metal conduit.

#### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

# PART 2 - PRODUCTS

#### 2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. EMT: Comply with ANSI C80.3 and UL 797.
- C. FMC: Comply with UL 1; zinc-coated steel.
- D. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
  - 1. Fittings for EMT:
    - a. Material: Steel.
    - b. Type: Setscrew or compression.

### 2.2 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- F. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- G. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

# PART 3 - EXECUTION

#### 3.1 RACEWAY APPLICATION

- A. Indoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: EMT.
  - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
  - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC.
- B. Minimum Raceway Size: 1/2-inch (16-mm) trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
  - 2. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

# 3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

- B. Complete raceway installation before starting conductor installation.
- C. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- D. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- E. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- F. Support conduit within 12 inches (300 mm)of enclosures to which attached.
- G. Stub-ups to Above Recessed Ceilings:
  - 1. Use EMT for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- H. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- I. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- J. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- K. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- L. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- M. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- N. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
- O. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- P. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

- Q. Locate boxes so that cover or plate will not span different building finishes.
- R. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- S. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

# 3.3 **PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

# SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Identification for conductors.
  - 2. Equipment identification labels.
  - 3. Miscellaneous identification products.

# 1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

#### 1.4 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

# PART 2 - PRODUCTS

#### 2.1 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

#### 2.2 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

# 2.3 EQUIPMENT IDENTIFICATION LABELS

A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

#### 2.4 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
  - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  - 4. Color: Black except where used for color-coding.

- B. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 deg F ((23 deg C)), According to ASTM D 638: 7000 psi (48.2 MPa).
  - 3. UL 94 Flame Rating: 94V-0.
  - 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
  - 5. Color: Black.

# 2.5 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

# PART 3 - EXECUTION

# 3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.

# 3.2 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG.
- b. Colors for 208/120-V Circuits:
  - 1) Phase A: Black.
  - 2) Phase B: Red.
  - 3) Phase C: Blue.
- c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- B. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive, self-laminating polyester labels with the conductor or cable designation, origin, and destination.
- C. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive, self-laminating polyester labels with the conductor designation.

# SECTION 260923 - LIGHTING CONTROL DEVICES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Indoor occupancy sensors.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

#### 1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each type of lighting control device to include in emergency, operation, and maintenance manuals.

## PART 2 - PRODUCTS

#### 2.1 INDOOR OCCUPANCY SENSORS

- A. General Requirements for Sensors: Wall- or ceiling-mounted, solid-state indoor occupancy sensors with a separate power pack.
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Operation: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
  - 3. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor is powered from the power pack.
  - 4. Mounting:

- a. Sensor: Suitable for mounting in any position on a standard outlet box.
- b. Relay: Externally mounted through a 1/2-inch (13-mm) knockout in a standard electrical enclosure.
- c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
- 5. Indicator: Digital display, to show when motion is detected during testing and normal operation of sensor.
- 6. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc (21.5 to 2152 lux); turn lights off when selected lighting level is present.
- B. Dual-Technology Type: Ceiling mounted; detect occupants in coverage area using PIR and ultrasonic detection methods. The particular technology or combination of technologies that control on-off functions is selectable in the field by operating controls on unit.
  - 1. Sensitivity Adjustment: Separate for each sensing technology.
  - 2. Detector Sensitivity: Detect occurrences of 6-inch- (150-mm-) minimum movement of any portion of a human body that presents a target of not less than 36 sq. in. (232 sq. cm), and detect a person of average size and weight moving not less than 12 inches (305 mm) in either a horizontal or a vertical manner at an approximate speed of 12 inches/s (305 mm/s).
  - 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. (93 sq. m) when mounted on a 96-inch- (2440-mm-) high ceiling.

## 2.2 MANUAL SWITCHES AND PLATES

- A. Connection Type: RS-485 protocol, Category 6 UTP cable, using RJ-45 connectors. Power shall be from the control unit.
- B. Push-Button Switches: Modular.
  - 1. Each switch shall control the following functions, in coordination with programmed sequence of operation and related sensors:
    - a. On.
    - b. Off.
    - c. Dimming, increase light level.
    - d. Dimming, decrease light level.
    - e. Return to preset light level.
  - 2. LED Pilot Lights: On to indicate that the control is active, or when the manual control is operated.
  - 3. Match color and style specified in Section 262726 "Wiring Devices."
- C. Relay Power Packs: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
- D. Dimming Power Packs: 24-V dc, Class 2 power source, as defined by NFPA 70. 0- to 10-V dc output to operate electronic dimming drivers.

- E. Wall Plates: Single and multigang plates as specified in Section 262726 "Wiring Devices."
- F. Legend: Engraved or permanently silk-screened on wall plate where multiple controls provided. Use designations indicated on Drawings.

## 2.3 FIXTURE SWITCHING AND DIMMING

- A. Each driver or group shall be addressable and shall include on-off, fade, dimming, scene settings, and other standard control functions and as required to meet the sequence of operation.
- B. Drivers: Comply with requirements in Section 265100 "Interior Lighting", and the following:
  - 1. Starting Method: Programmed rapid start with antiflash (turns on at previously set light level).
  - 2. Dimming Range: 100 to 10 percent of rated lumens unless otherwise indicated.
  - 3. Input Voltage Range: 108 to 305 V.

# 2.4 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 16 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

# PART 3 - EXECUTION

## 3.1 SENSOR INSTALLATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.
- B. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

## 3.2 WIRING INSTALLATION

A. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch (13 mm).

- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

# 3.3 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."
  - 1. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.

## 3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Operational Test: After installing sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
  - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Lighting control devices will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

## 3.5 ADJUSTING

- A. Occupancy Adjustments: When requested within 6 months from date of Substantial Completion, provide on-site assistance in adjusting sensors to suit actual occupied conditions.
  - 1. For occupancy sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.

## 3.6 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.

# SECTION 262726 - WIRING DEVICES

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Receptacles, receptacles with integral GFCI, and associated device plates.

#### 1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.
- F. UTP: Unshielded twisted pair.

#### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

## 1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

#### 2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with the requirements in this Section.

## 2.3 STRAIGHT-BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

## 2.4 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Finished Spaces: Steel with white baked enamel, suitable for field painting.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, thermoplastic with lockable cover.

## 2.5 FINISHES

- A. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: White, unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: Match device color.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:

- 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
- 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
- 3. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
  - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
  - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
  - 4. Existing Conductors:
    - a. Cut back and pigtail, or replace all damaged conductors.
    - b. Straighten conductors that remain and remove corrosion and foreign matter.
    - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
  - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
  - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
  - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
  - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
  - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
  - 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
  - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
  - 8. Tighten unused terminal screws on the device.
  - 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
  - 1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the left.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

# 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Test Instruments: Use instruments that comply with UL 1436.
  - 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. Using the test plug, verify that the device and its outlet box are securely mounted.
  - 5. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

# SECTION 265100 - INTERIOR LIGHTING

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior lighting fixtures with LED technology.
- B. Related Sections:
  - 1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including photoelectric relays, occupancy sensors, low voltage manual switches, and power packs.

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. LER: Luminaire efficacy rating.
- D. Lumen: Measured output of lamp and luminaire, or both.
- E. Luminaire: Complete lighting fixture, including ballast housing if provided.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
  - 1. Physical description of lighting fixture including dimensions.
  - 2. Emergency lighting units including battery and charger.
  - 3. Drivers.
  - 4. Energy-efficiency data.
  - 5. Life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.

- a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Installation instructions.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Warranty: Sample of special warranty.

## 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
  - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

## 1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.

## 1.8 COORDINATION

A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

## 1.9 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
  - 2. Warranty Period for Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.

## PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide product indicated on Drawings.

# 2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. LED Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- F. Diffusers and Globes:
  - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
    - a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
    - b. UV stabilized.
- G. Factory-Applied Labels: Comply with UL 1598. Include recommended drivers. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles.

#### 2.3 DRIVERS FOR LED SOURCED LUMINAIRES

- A. General Requirements for Electronic Drivers:
  - 1. Comply with UL and ANSI C82.11.
  - 2. Exterior Environmental Protection: IP66 outdoor rated.
  - 3. Designed for type and quantity of lamps served.
  - 4. Drivers shall be designed for full light output unless dimmer control is indicated.
  - 5. Drivers shall operate at 60 Hz.
  - 6. Sound Rating: Class A.
  - 7. Output Voltage Regulation: 1 percent Line and 5 percent Load.
  - 8. Total Harmonic Distortion Rating: Less than 20 percent.
  - 9. Current Crest Factor: 1.5, maximum.
  - 10. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
  - 11. Lower operating frequencies are available but may interfere with default ballasts when used in proximity of infrared sensors.
  - 12. Efficiency: 90 percent, or higher.
  - 13. Power Factor: 0.90, or higher.

#### 2.4 EMERGENCY POWER UNIT

- A. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with driver. Comply with UL 924.
  - 1. Emergency Connection: Operate lamp(s) continuously at an output of lumens each. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture driver.
  - 2. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
    - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
    - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
  - 3. Battery: Sealed, maintenance-free, nickel-cadmium type.
  - 4. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.

# 2.5 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
  - 1. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
    - a. Battery: Sealed, maintenance-free, nickel-cadmium type.

- b. Charger: Fully automatic, solid-state type with sealed transfer relay.
- c. Operation: Relay automatically energizes light engine from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
- d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
- e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

## 2.6 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 260529 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- E. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- F. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

## PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Lighting fixtures:
  - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
- B. Temporary Lighting: If it is necessary, and approved by Owner, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
  - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
  - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.

- 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
- 4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- D. Suspended Lighting Fixture Support:
  - 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
  - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
  - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
  - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

# 3.2 FIELD QUALITY CONTROL

A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

# SECTION 271100 - COMMUNICATIONS EQUIPMENT ROOM FITTINGS

# PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Telecommunications mounting elements.
- B. Related Requirements:
  - 1. Section 271500 "Communications Horizontal Cabling" for voice and data cabling associated with system panels and devices.

## 1.3 DEFINITIONS

- A. BICSI: Building Industry Consulting Service International.
- B. LAN: Local area network.
- C. RCDD: Registered Communications Distribution Designer.

## 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
  - 1. Installation Supervision: Installation shall be under the direct supervision of Level 2 Installer, who shall be present at all times when Work of this Section is performed at Project site.

2. Field Inspector: Currently registered by BICSI as Commercial Installer, Level 2 to perform the on-site inspection.

# PART 2 - PRODUCTS

# 2.1 COMMUNICATIONS-CIRCUIT ACCESSORIES

- A. Description: This category covers devices intended for connecting communications circuits in accordance with Article 800 of NFPA 70.
- B. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
  - 2. Listing Criteria:
    - a. For Communications Circuits: UL CCN DUXR; including UL 1863 and UL 467.
- C. UL DUXR Patch Panel:
  - 1. Product Characteristics:
    - a. Mounting: Equipment rack.
    - b. Style: Modular.
    - c. EMI Compatibility: Unshielded.
    - d. Configuration: Standard; flat.
    - e. Include provisions for labeling ports.
  - 2. Required Product Options:
    - a. Distribution Port Quantity: 48.
    - b. Cable Type: Cat. 6.

## 2.2 LABELING

A. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

## PART 3 - EXECUTION

- 3.1 INSTALLATION
  - A. Comply with NECA 1.
  - B. Comply with BICSI TDMM for layout and installation of communications equipment rooms.

- C. Bundle, lace, and train conductors and cables to terminal points without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
- D. Coordinate layout and installation of communications equipment with Owner's telecommunications and LAN equipment and service suppliers.

## 3.2 FIRESTOPPING

- A. Comply with TIA-569-B, Annex A, "Firestopping."
- B. Comply with BICSI TDMM, "Firestopping Systems" Article.

#### 3.3 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
- B. Labels shall be preprinted or computer-printed type.

# SECTION 271500 - COMMUNICATIONS HORIZONTAL CABLING

# PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. UTP cabling.
  - 2. Cable connecting hardware and patch panels.
  - 3. Telecommunications outlet/connectors.
  - 4. Cabling system identification products.

#### 1.3 DEFINITIONS

- A. BICSI: Building Industry Consulting Service International.
- B. Cross-Connect: A facility enabling the termination of cable elements and their interconnection or cross-connection.
- C. EMI: Electromagnetic interference.
- D. IDC: Insulation displacement connector.
- E. LAN: Local area network.
- F. Outlet/Connectors: A connecting device in the work area on which horizontal cable or outlet cable terminates.
- G. RCDD: Registered Communications Distribution Designer.
- H. UTP: Unshielded twisted pair.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate layout and installation of telecommunications cabling with Owner's telecommunications and LAN equipment.
- B. Coordinate telecommunications outlet/connector locations with location of power receptacles at each work area.

- 1.5 ACTION SUBMITTALS
  - A. Product Data: For each type of product.

# 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.
- B. Source quality-control reports.
- C. Field quality-control reports.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
  - 1. Installation Supervision: Installation shall be under the direct supervision of Level 2 Installer, who shall be present at all times when Work of this Section is performed at Project site.
  - 2. Testing Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.
  - 1. Test each pair of UTP cable for open and short circuits.

# PART 2 - PRODUCTS

## 2.1 HORIZONTAL CABLING DESCRIPTION

- A. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the communications equipment room. This cabling and its connecting hardware are called a "permanent link," a term that is used in the testing protocols.
  - 1. TIA/EIA-568-B.1 requires that a minimum of two telecommunications outlet/connectors be installed for each work area.
  - 2. Horizontal cabling shall contain no more than one transition point between the horizontal cross-connect and the telecommunications outlet/connector.
  - 3. Bridged taps and splices shall not be installed in the horizontal cabling.
- B. The maximum allowable horizontal cable length is 295 feet (90 m). This maximum allowable length does not include an allowance for the length of 16 feet (4.9 m) to the workstation equipment or in the horizontal cross-connect.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA/EIA-568-B.1 when tested according to test procedures of this standard.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: 25 or less.
  - 2. Smoke-Developed Index: 50 or less.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Grounding: Comply with J-STD-607-A.

# 2.3 CATEGORY 6 TWISTED PAIR CABLE

- A. Category 6 Twisted Pair Cable: Four-pair, balanced -twisted pair cable, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250 MHz.
- B. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568-C.2 for Category 6 cables.
- C. Conductors: 100-ohm, 23 AWG solid copper.
- D. Shielding/Screening: Unshielded twisted pairs (UTP).
- E. Cable Rating: Plenum.
- F. Jacket: Blue thermoplastic.

## 2.4 UTP CABLE HARDWARE

- A. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-B.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.
- B. Patch Panel: Modular panels housing multiple-numbered jack units with IDC-type connectors at each jack for permanent termination of pair groups of installed cables.
  - 1. Number of Jacks per Field: One for each four-pair UTP cable indicated.
- C. Jacks and Jack Assemblies: Modular, color-coded, eight-position modular receptacle units with integral IDC-type terminals.
- D. Patch Cords: Factory-made, four-pair cables in 36-inch (900 mm) lengths; terminated with eight-position modular plug at each end. Coordinate exact lengths and colors with the Owner. Provide a cable for each completed patch panel jack.

- 1. Patch cords shall have latch guards to protect against snagging.
- 2. Patch cords shall have color-coded boots for circuit identification.

# 2.5 TELECOMMUNICATIONS OUTLET/CONNECTORS

- A. Jacks: 100-ohm, balanced, twisted-pair connector; four-pair, eight-position modular. Comply with TIA/EIA-568-B.1.
- B. Workstation Outlets: Four-port-connector assemblies mounted in single faceplate.
  - 1. Plastic Faceplate: High-impact plastic. Coordinate color with Section 262726 "Wiring Devices."
  - 2. For use with snap-in jacks accommodating any combination of UTP, optical fiber, and coaxial work area cords.
    - a. Flush mounting jacks, positioning the cord at a 45-degree angle.
  - 3. Legend: Snap-in, clear-label covers and machine-printed paper inserts.

## 2.6 GROUNDING

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems" for grounding conductors and connectors.
- B. Comply with J-STD-607-A.

# 2.7 IDENTIFICATION PRODUCTS

- A. Comply with TIA/EIA-606-A and UL 969 for labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- B. Comply with requirements in Section 260553 "Identification for Electrical Systems."

## 2.8 SOURCE QUALITY CONTROL

- A. Factory test UTP cables on reels according to TIA/EIA-568-B.1.
- B. Factory test UTP cables according to TIA/EIA-568-B.2.
- C. Cable will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

# PART 3 - EXECUTION

## 3.1 WIRING METHODS

- A. Install cables in pathways and cable trays except within consoles, cabinets, desks, and counters. Conceal pathways and cables except in unfinished spaces.
  - 1. Install plenum cable in environmental air spaces, including plenum ceilings.
- B. Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- C. Wiring within Enclosures:
  - 1. Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.
  - 2. Install lacing bars and distribution spools.
  - 3. Install conductors parallel with or at right angles to sides and back of enclosure.

## 3.2 INSTALLATION OF CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
  - 1. Comply with TIA/EIA-568-B.1.
  - 2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
  - 3. Install 110-style IDC termination hardware unless otherwise indicated.
  - 4. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
  - 5. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  - 6. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
  - 7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
  - 8. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  - 9. In the communications equipment room, install a 10-foot- (3-m-) long service loop on each end of cable.
  - 10. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- C. UTP Cable Installation:
  - 1. Comply with TIA/EIA-568-B.2.

- 2. Do not untwist UTP cables more than 1/2 inch (12 mm) from the point of termination to maintain cable geometry.
- D. Open-Cable Installation:
  - 1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
  - 2. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.
- E. Group connecting hardware for cables into separate logical fields.
- F. Separation from EMI Sources:
  - 1. Comply with BICSI TDMM and TIA-569-B for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
  - 2. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
    - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
    - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches (76 mm).
    - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches (150 mm).
  - 3. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches (1200 mm).
  - 4. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches (127 mm).

# 3.3 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-B, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

## 3.4 GROUNDING

- A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. Comply with J-STD-607-A.
- C. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

# 3.5 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
  - 1. Color-code cross-connect fields. Apply colors to voice and data service backboards, connections, covers, and labels.
- B. Cable and Wire Identification:
  - 1. Label each cable within 4 inches (100 mm) of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
  - 2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
  - 3. Label each terminal strip and screw terminal in each cabinet, rack, or panel.
    - a. Individually number wiring conductors connected to terminal strips, and identify each cable or wiring group being extended from a panel or cabinet to a buildingmounted device shall be identified with name and number of particular device as shown.
    - b. Label each unit and field within distribution racks and frames.
  - 4. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.
  - 5. Uniquely identify and label work area cables extending from the MUTOA to the work area. These cables may not exceed the length stated on the MUTOA label.
- C. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA/EIA-606-A.
  - 1. Cables use flexible vinyl or polyester that flex as cables are bent.

# 3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Visually inspect UTP cable jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA/EIA-568-B.1.
  - 2. Visually confirm Category 6, marking of outlets, cover plates, outlet/connectors, and patch panels.
  - 3. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
- B. End-to-end cabling will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

## SECTION 281300 - ACCESS CONTROL

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Security access operating system and application software.
  - 2. Security access controllers connected to high-speed electronic-data transmission network.

#### 1.3 DEFINITIONS

- A. CCTV: Closed-circuit television.
- B. CPU: Central processing unit.
- C. Credential: Data assigned to an entity and used to identify that entity.
- D. dpi: Dots per inch.
- E. DTS: Digital Termination Service. A microwave-based, line-of-sight communication provided directly to the end user.
- F. GFI: Ground fault interrupter.
- G. Identifier: A credential card; keypad personal identification number; or code, biometric characteristic, or other unique identification entered as data into the entry-control database for the purpose of identifying an individual. Where this term is presented with an initial capital letter, this definition applies.
- H. I/O: Input/Output.
- I. LAN: Local area network.
- J. Location: A Location on the network having a PC-to-controller communications link, with additional controllers at the Location connected to the PC-to-controller link with a TIA 485-A communications loop. Where this term is presented with an initial capital letter, this definition applies.
- K. PC: Personal computer. Applies to the central station, workstations, and file servers.

- L. PCI Bus: Peripheral Component Interconnect. A peripheral bus providing a high-speed data path between the CPU and the peripheral devices such as a monitor, disk drive, or network.
- M. PDF: Portable Document Format. The file format used by the Acrobat document-exchange-system software from Adobe.
- N. RAS: Remote access services.
- O. RF: Radio frequency.
- P. ROM: Read-only memory. ROM data are maintained through losses of power.
- Q. SIA DC: Security Industry Association Digital Communication Standard
- R. TCP/IP: Transport control protocol/Internet protocol incorporated into Microsoft Windows.
- S. TWAIN: Technology without an Interesting Name. A programming interface that lets a graphics application, such as an image editing program or desktop publishing program, activate a scanner, frame grabber, or other image-capturing device.
- T. UPS: Uninterruptible power supply.
- U. USB: Universal serial bus.
- V. WAN: Wide area network.
- W. WAV: The digital audio format used in Microsoft Windows.
- X. WMP: Windows media player.
- Y. Wiegand: Patented magnetic principle that uses specially treated wires embedded in the credential card.
- Z. Windows: Operating system by Microsoft Corporation.
- AA. Workstation: A PC with software that is configured for specific, limited security-system functions.
- BB. WYSIWYG: What You See Is What You Get. Text and graphics appear on the screen the same as they will in print.

## 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Reference each product to a location on Drawings. Test and evaluation data presented in Product Data shall comply with SIA BIO-01.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Wiring Diagrams. For power, signal, and control wiring.
- C. Field quality-control reports.

- D. Operation and Maintenance Data: For security system to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
  - 1. Hard copies of manufacturer's specification sheets, operating specifications, design guides, user's guides for software and hardware, and PDF files on CD-ROM of the hard-copy submittal.
  - 2. System installation and setup guides with data forms to plan and record options and setup decisions.

# 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain central station, workstations, controllers, Identifier readers, and all software through one source from single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70, "National Electrical Code."
- E. Comply with SIA DC-01 and SIA DC-03 and SIA DC-07.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Controllers:
  - 1. Store in temperature- and humidity-controlled environment in original manufacturer's sealed containers. Maintain ambient temperature between 50 and 85 deg F (10 and 30 deg C), and not more than 80 percent relative humidity, noncondensing.
  - 2. Open each container; verify contents against packing list; and file copy of packing list, complete with container identification, for inclusion in operation and maintenance data.

# 1.7 PROJECT CONDITIONS

- A. Environmental Conditions: System shall be capable of withstanding the following environmental conditions without mechanical or electrical damage or degradation of operating capability:
  - 1. Control Station: Rated for continuous operation in ambient conditions of 60 to 85 deg F (16 to 30 deg C) and a relative humidity of 20 to 80 percent, noncondensing.
  - 2. Indoor, Controlled Environment: NEMA 250, Type 1 enclosure. System components, installed in temperature-controlled indoor environments shall be rated for continuous operation in ambient conditions of 36 to 122 deg F (2 to 50 deg C) dry bulb and 20 to 90 percent relative humidity, noncondensing.
  - 3. Outdoor Environment: NEMA 250, NEMA 250, Type 4 enclosures. System components installed in locations exposed to weather shall be rated for continuous operation in ambient conditions of minus 30 to plus 122 deg F (minus 34 to plus 50 deg C) dry bulb and 20 to 90

percent relative humidity, condensing. Rate for continuous operation where exposed to rain as specified in NEMA 250, winds up to 85 mph (137 km/h) and snow cover up to 24 inches (610 mm) thick.

## PART 2 - PRODUCTS

#### 2.1 DESCRIPTION

- A. Security Access System: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
- B. All components provided shall be listed for use with the selected system.

#### 2.2 OPERATION

- A. Field equipment shall include controllers, sensors, and controls.
  - 1. Controllers shall serve as an interface between the central station and sensors and controls.
  - 2. Data exchange between the central station and the controllers shall include down-line transmission of commands, software, and databases to controllers.
  - 3. The up-line data exchange from the controller to the central station shall include status data such as intrusion alarms, status reports, and entry-control records.
  - 4. Controllers are classified as alarm-annunciation or entry-control type.
- B. Door Hardware Interface:
  - 1. Comply with requirements in Division 08 Sections for door hardware required to be monitored or controlled by the security access system.
  - 2. Electrical characteristics of controllers shall match the signal and power requirements of door hardware.

#### 2.3 CARD READERS

- A. Card-Reader Power: Powered from its associated controller, including its standby power source, and shall not dissipate more than 5 W.
- B. Response Time: Card reader shall respond to passage requests by generating a signal that is sent to the controller. Response time shall be 800 ms or less, from the time the card reader finishes reading the credential card until a response signal is generated.
- C. Enclosure: Suitable for surface, semi-flush, pedestal, or weatherproof mounting. Mounting types shall additionally be suitable for installation in the following locations:
  - 1. Indoors, controlled environment.
  - 2. All shall be narrow profile suitable for door frame mounting.

- D. Display: Digital visual indicator shall provide visible status indications and user prompts. Indicate power on or off, whether user passage requests have been accepted or rejected, and whether the door is locked or unlocked.
- E. Proximity Readers:
  - 1. Active-detection proximity card readers shall provide power to compatible credential cards through magnetic induction, and shall receive and decode a unique identification code number transmitted from the credential card.
  - 2. Passive-detection proximity card readers shall use a swept-frequency, RF field generator to read the resonant frequencies of tuned circuits laminated into compatible credential cards. The resonant frequencies read shall constitute a unique identification code number.
  - 3. The card reader shall read proximity cards in a range from direct contact to at least 6 inches (150 mm) from the reader.

## 2.4 TRANSFORMERS

A. NFPA 70, Class II control transformers, NRTL listed. Transformers for security access-control system shall not be shared with any other system.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine pathway elements intended for cables. Check raceways, cable trays, and other elements for compliance with space allocations, installation tolerances, hazards to cable installation, and other conditions affecting installation.
- B. Examine roughing-in for LAN and control cable conduit systems to controllers, card readers, and other cable-connected devices to verify actual locations of conduit and back boxes before device installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Comply with recommendations in SIA CP-01.
- B. Comply with TIA/EIA 606-A, "Administration Standard for Commercial Telecommunications Infrastructure."
- C. In meetings with Architect and Owner, present Project planning documents and review, adjust, and prepare final setup documents. Use final documents to set up system software.

#### 3.3 CABLING

- A. Comply with NECA 1, "Good Workmanship in Electrical Construction."
- B. Install cables and wiring according to requirements in Section 271500 "Communications Horizontal Cabling".
- C. Wiring Method: Install wiring in raceway and cable tray. Conceal raceway and wiring except in unfinished spaces.
- D. Install LAN cables using techniques, practices, and methods that are consistent with Category 5E rating of components, and that ensure Category 5e performance of completed and linked signal paths, end to end.
- E. Boxes and enclosures containing security-system components or cabling, and which are easily accessible to employees or to the public, shall be provided with a lock. Boxes above ceiling level in occupied areas of the building shall not be considered accessible. Junction boxes and small device enclosures below ceiling level and easily accessible to employees or the public shall be covered with a suitable cover plate and secured with tamperproof screws.
- F. Install end-of-line resistors at the field device location and not at the controller or panel location.

#### 3.4 CABLE APPLICATION

- A. Comply with TIA 569-B, "Commercial Building Standard for Telecommunications Pathways and Spaces."
- B. Cable application requirements are minimum requirements and shall be exceeded if recommended or required by manufacturer of system hardware.
- C. TIA 232-F Cabling: Install at a maximum distance of 50 ft. (15 m).
- D. TIA 485-A Cabling: Install at a maximum distance of 4000 ft. (1220 m).
- E. Card Readers:
  - 1. Install number of conductor pairs recommended by manufacturer for the functions specified.
  - 2. Unless manufacturer recommends larger conductors, install No. 22 AWG wire if maximum distance from controller to the reader is 250 ft. (75 m), and install No. 20 AWG wire if maximum distance is 500 ft. (150 m).
  - 3. For greater distances, install "extender" or "repeater" modules recommended by manufacturer of the controller.
  - 4. Install minimum No. 18 AWG shielded cable to readers and keypads that draw 50 mA or more.
- F. Install minimum No. 16 AWG cable from controller to electrically powered locks. Do not exceed 250 ft. (75 m).
- G. Install minimum No. 18 AWG ac power wire from transformer to controller, with a maximum distance of 25 ft. (8 m).

## 3.5 GROUNDING

- A. Comply with Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Comply with IEEE 1100, "Recommended Practice for Power and Grounding Electronic Equipment."
- C. Ground cable shields, drain conductors, and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
- D. Bond shields and drain conductors to ground at only one point in each circuit.

#### 3.6 IDENTIFICATION

- A. In addition to requirements in this article, comply with applicable requirements in Division 26 Section "Identification for Electrical Systems" and with TIA/EIA 606-A.
- B. Label each terminal strip and screw terminal in each cabinet, rack, or panel.
  - 1. All wiring conductors connected to terminal strips shall be individually numbered, and each cable or wiring group being extended from a panel or cabinet to a building-mounted device shall be identified with the name and number of the particular device as shown.
  - 2. Each wire connected to building-mounted devices is not required to be numbered at the device if the color of the wire is consistent with the associated wire connected and numbered within the panel or cabinet.

#### 3.7 SYSTEM SOFTWARE AND HARDWARE

A. Test software and hardware, and perform database tests for the complete and proper operation of systems involved.

## 3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
  - LAN Cable Procedures: Inspect for physical damage and test each conductor signal path for continuity and shorts. Use Class 2, bidirectional, Category 5 tester. Test for faulty connectors, splices, and terminations. Test according to TIA/EIA 568-B.1, "Commercial Building Telecommunications Cabling Standards - Part 1: General Requirements." Link performance for UTP cables must comply with minimum criteria in TIA/EIA 568-B.1.
  - 2. Test each circuit and component of each system. Tests shall include, but are not limited to, measurements of power-supply output under maximum load, signal loop resistance, and

leakage to ground where applicable. System components with battery backup shall be operated on battery power for a period of not less than 10 percent of the calculated battery operating time. Provide special equipment and software if testing requires special or dedicated equipment.

- 3. Operational Test: After installation of cables and connectors, demonstrate product capability and compliance with requirements. Test each signal path for end-to-end performance from each end of all pairs installed. Remove temporary connections when tests have been satisfactorily completed.
- C. Devices and circuits will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

# SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Provide devices and relocate existing devices on the existing system as required for the renovation of spaces.
- B. Section Includes:
  - 1. Notification appliances.

#### 1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.
- B. FACP: Fire Alarm Control Panel.
- C. HLI: High Level Interface.
- D. NICET: National Institute for Certification in Engineering Technologies.
- E. PC: Personal computer.
- F. VESDA: Very Early Smoke-Detection Apparatus.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, including furnished options and accessories.
  - 1. Include construction details, material descriptions, dimensions, profiles, and finishes.
  - 2. Include rated capacities, operating characteristics, and electrical characteristics.
- B. Shop Drawings: For fire-alarm system.
  - 1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
  - 2. Include plans, elevations, sections, details, and attachments to other work.

- 3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
- 4. Detail assembly and support requirements.
- 5. Include voltage drop calculations for notification-appliance circuits.
- 6. Include battery-size calculations.
- 7. Include input/output matrix.
- 8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
- 9. Include performance parameters and installation details for each detector.
- 10. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.
- C. General Submittal Requirements:
  - 1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
  - 2. Shop Drawings shall be prepared by persons with the following qualifications:
    - a. Trained and certified by manufacturer in fire-alarm system design.
    - b. NICET-certified, fire-alarm technician; Level III minimum.
    - c. Licensed or certified by authorities having jurisdiction.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Field quality-control reports.

## 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
    - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
    - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
    - c. Complete wiring diagrams showing connections between all devices and equipment. Each conductor shall be numbered at every junction point with indication of origination and termination points.
    - d. Riser diagram.
    - e. Device addresses.
    - f. Record copy of site-specific software.
- g. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
  - 1) Equipment tested.
  - 2) Frequency of testing of installed components.
  - 3) Frequency of inspection of installed components.
  - 4) Requirements and recommendations related to results of maintenance.
  - 5) Manufacturer's user training manuals.
- h. Manufacturer's required maintenance related to system warranty requirements.
- i. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project. Installation shall be by personnel certified by NICET as firealarm Level II technician.
- B. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL (nationally recognized testing laboratory).

### 1.8 PROJECT CONDITIONS

- A. Perform a full test of the existing system prior to starting work. Document any equipment or components not functioning as designed.
- B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
  - 1. Notify Owner no fewer than seven days in advance of proposed interruption of fire-alarm service.
  - 2. Do not proceed with interruption of fire-alarm service without Owner's written permission.
- C. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

## PART 2 - PRODUCTS

# 2.1 SYSTEM DESCRIPTION

A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.

- B. Noncoded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.
- C. All components provided shall be listed for use with the selected system.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

### 2.2 NOTIFICATION APPLIANCES

- A. Manufacturers: Subject to compliance with requirements, provide devices identical to the existing devices presently installed.
- B. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
  - 1. Combination Devices: Factory-integrated audible and visible devices in a singlemounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- C. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet (3 m) from the horn, using the coded signal prescribed in UL 464 test protocol.
- D. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.
  - 1. Rated Light Output:
    - a. 15/30/75/110 cd, selectable in the field.
  - 2. Mounting: Wall mounted unless otherwise indicated.
  - 3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
  - 4. Flashing shall be in a temporal pattern, synchronized with other units.
  - 5. Strobe Leads: Factory connected to screw terminals.
  - 6. Mounting Faceplate: Factory finished, red.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
  - 1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
  - 1. Devices placed in service before all other trades have completed cleanup shall be replaced.
  - 2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
- B. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- C. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling. Install all devices at the same height unless otherwise indicated.

#### 3.3 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by Architect and authorities having jurisdiction.
- B. Test the entire system, including the existing components as well as new components as required by the authorities having jurisdiction.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform the following tests and inspections:

- 1. Visual Inspection: Conduct visual inspection prior to testing.
  - a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
  - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
- 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
- 4. Test visible appliances for the public operating mode according to manufacturer's written instructions.
- 5. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- E. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- F. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.

END OF SECTION 283111