STATE OF ALASKA
Department of Corrections
Division of Administrative Services
802 3rd Street, Suite 220
Douglas, AK 99824

Invitation to Bid

No. 240002935-1

Date of Issue: **March 2, 2025**

Project:

Wildwood Correctional Center (WWCC) Building 10 Sewer Lift Station Replacement

Kenai, Alaska

Bidders Are Not Required to Return This Form.

Michael Lim
Procurement Manager
Department of Corrections

John Gard
Facilities Manager / Project Manager
Department of Corrections

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MISC

CONTRACT DRAWINGS *(Bound Separately)*

IMPORTANT NOTICE: All contractors will need to contact Michael Lim at 907-465-6014 or Michael.lim@alaska.gov to request the drawings. Drawings will not be posted online or provided to any plans room.

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STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

INVITATION TO BID

for Construction Contract

Date March 2, 2025

Wildwood Correctional Center (WWCC) Building 10 Sewer Lift Station Replacement
Project Number: 240002935-1

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. **Bids will be opened publicly at 2:00 PM local time, in the Douglas Island Building, Suite 220, 802 3rd Street, Douglas Alaska, on April 16, 2025.**

Location of Project:	Wildwood Correctional Center, 10 Chugach Avenue, Kenai, Alaska 99611
Contracting Officer:	Michael Lim
Issuing Office:	Alaska Department of Corrections 802 3rd Street, Suite 220 Douglas, Alaska 99824

State Funded ☒ Federal Aid ☐

Description of Work:
This State funded project requires a contractor to provide all labor, materials, equipment and travel / lodging cost to replace the Sewage Lift Station for Building 10 at Wildwood Correctional Center (WWCC) in Kenai, Alaska. The intent of this contract is to replace the sewage lift station identified in the attached Engineering specification sheet.

Note: This project is in an active Jail and the owner will be operating the facility 24/7 during the project. As such, the contractor is required to work inside and outside of the secure perimeter. All tools and materials shall be removed and stored outside of the secure perimeter at the end of the workday or in an approved locked container. Tools inventory sheets or shadow board will be required for any tools secured on site.

Project DBE Utilization Goal: ☒ Race-Neutral

The Engineer's Estimate is around $850,000 – 920,000.00

All work shall be completed in **N/A** Calendar Days, or by **December 31, 2025**
The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete, and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within **ten (10)** calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

Submission of Bidding Documents

ALL HAND DELIVERED BIDS, INCLUDING ANY AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO BID OPENING.
BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

Bidding Documents for Project: **WWCC Building 10 Lift Station Replacement** **Wildwood Correctional Center** **10 Chugach Avenue,** **Kenai, Alaska 99611** **Project No. 240002935-1**	ATTN: Michael Lim State of Alaska Department of Corrections 802 3rd Street, Suite 220 Douglas, Alaska 99824 **OR** Submit a bid via email to: Erin.messing@alaska.gov

ENSURE THAT YOU PUT YOUR **RETURN BUSINESS NAME AND ADDRESS** ON THE SEALED ENVELOPE AS WELL.

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email must transmit its documentation to the Department at this email address: erin.messing@alaska.gov, or phone number: (907) 465-8169.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. (*When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders are hereby notified that the following data may assist in preparing bids:

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:

Michael Lim, DOC Procurement Manager
Phone: (907) 465-6014, Email: michael.lim@alaska.gov

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 **April 7, 2025,** to allow adequate time for the issuance of an addendum, if needed.

OTHER INFORMATION:

WWCC On-Site Work Schedule Limitations: On-site work shall be 7 days a week, from 7:00 AM until 5:00 PM. No overtime allowed unless approved by the DOC.

Pre-Bid Inspection of Site Meeting: A Pre-Bid Site Visit is scheduled for March 20, 2025 at 1:00 PM local time (HIGHLY RECOMMENDED). Interested vendors must contact: Project Manager: John Gard, (907) 269-7391, to register for the inspection and submit the "Clearance Form and PREA Form" for security sergeant to run a background check to allow access to the facility. A form must be filled out for everyone attending the site visit. Forms must be submitted 72 hours in advance. Clearance and PREA forms are in this bid packet. Email your forms to john.gard@alaska.gov. Vendors are to meet the Project Manager in the Administrative Lobby of the facilities access to the correctional facility and surrounding area must be controlled.

Special Needs: If you require special accommodation due to a disability in order to inspect the property, please notify John Gard at 907-269-7391 at least 48 hours in advance of site visit.

***Authorities*:** 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

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 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

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. Alaska Bidder Preference: 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. Alaska Veteran Preference: 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. Alaska Product Preference: 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 non-responsible 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;

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 non-responsible 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.

100.018 AWARD 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.

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.

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

REQUIRED DOCUMENTS

State Funded Contracts

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska
Project# 240002935-1

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 **5 working days** 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**

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID FORM

for

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska
Project# 240002935-1

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 **March 2, 2025** 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 **Kenai, 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 31, 2025.**

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).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed Name and Title

( ) **Phone Number**

( ) **Fax Number**

Email:

Re: WWCC Building 10 Lift Station Replacement
Project# 240002935

ALASKA PRODUCT PREFERENCE WORKSHEET

(See Reverse Side for Instructions)

Project Name and Number: WWCC Building 10 Sewer Lift Replacement # 240002935-1

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: madeinalaska@alaska.gov

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 #__."

(3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #__ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.

(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

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID SCHEDULE

Project: WWCC Building 10 Sewer Lift Station Replacement **ITB Dated:** March 2, 2025
Location: Wildwood Correctional Center (WWCC)
10 Chugach Avenue, Kenai, Alaska 99611
DOC Project No.: 240002935-1

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.

NOTICE: **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) **Bid Amount** (figures)	(b) Alaska Bidder Preference (figures), 5% of Column (a)	(c) Veterans Preference (5%) of (col a) not to exceed $5,000	(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 show and submit breakdown of the total bid amount**					
TOTAL PROJECT BID AMOUNT					

_____ _____
Contractor's Signature Date

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: WWCC Building 10 Sewer Lift Station Replacement, Project# 240002935-1
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:

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID BOND

for

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska

Project# 240002935-1

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):	TYPE OF ORGANIZATION:
	[ ] Individual [ ] Partnership [ ] Joint Venture [ ] Corporation
	STATE OF INCORPORATION:

SURETY(IES) (Name and business address):

A.	**B.**	**C.**
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the 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

Signature(s)	**1.**	**2.**	**3.**
Name(s) & Title(s) (Typed)	**1.**	**2.**	**3.**

See Instructions on Reverse

Corporate Seal

CORPORATE SURETY(IES)

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

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

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

Re: Project# 240002935, WWCC Building 10 Sewer Lift Station Replacement

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# 240002935, WWCC Building 10 Sewer Lift Station Replacement

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID MODIFICATION

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska
Project# 240002935-1

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.

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

TOTAL REVISION: $_____

_____
Name of Bidding Firm

_____
Responsible Party Signature **Date**

This form may be duplicated if additional pages are needed.

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

SUBCONTRACTOR LIST

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska

Project# 240002935-1

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

or

[☐] 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

CONTINUE 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 | **Phone Number**

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

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

CONSTRUCTION CONTRACT

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center, Kenai, Alaska

Project Numbers: 240002935-1

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 Alaska , 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 28, 2025 for Substantial Completion Date and December 31, 2025 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:

- **Eight Hundred Fifty-Three Dollars & Twenty Cents (853.20)** per day for each calendar day elapsing between the time stipulated for the sub-completion date 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.
- **One Hundred Fifteen Dollars & Zero Cents (115.00)** per day for each calendar day elapsing between the time stipulated for the final completion date 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

Signature of Contracting Officer

Michael Lim

Typed Name

Date

Re: Project # 240002935, WWCC Building 10 Sewer Lift Station Replacement

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

PAYMENT BOND

Bond No. _____

For

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska
Project# 240002935-1

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____

of _____ as Principal,

and _____

of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

_____ Dollars

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_____ _____

Alaska Department of Corrections Authorized Representative **Date**

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.

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

PERFORMANCE BOND

Bond No. _____

For

WWCC Building 10 Sewer Lift Station Replacement

Wildwood Correctional Center (WWCC), Kenai, Alaska

Project# 240002935-1

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____

of _____ as Principal,

and _____

of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

_____ Dollars

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_____ _____

Alaska Department of Corrections Authorized Representative **Date**

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.

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

CONTRACTOR'S QUESTIONNAIRE

WWCC Building 10 Sewer Lift Station Replacement
Wildwood Correctional Center (WWCC), Kenai, Alaska
Project# 240002935-1

Project Name and Number

A. FINANCIAL

1. 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

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 necessary for this project?
[ ] Yes [ ] No If NO, please explain:

_____

_____

_____

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
[ ] Yes [ ] No

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

_____

_____

_____

_____

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project 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)**
Signature	**Date**

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
DOCUMENT 00700 -ISSUED DECEMBER 2011

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

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 Corrections. 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.

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 promptly report such discrepancy in writing to the Contracting Officer. 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.l 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. Workers' Compensation Insurance: 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. Comprehensive or Commercial General Liability Insurance: Such insurance shall cover all operations by or on behalf of the CONTRACTOR and provide insurance for bodily injury and property damage liability including coverage 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 Corrections 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. Other Coverages:
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 tl1e 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 provisions of any other direct contract with the DEPARTMENT for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

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 Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of 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 harvested in Alaska and, if available, the product prices. The CONTRACTOR's use 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 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 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 that the DEPARTMENT will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated to arise, and include those items enumerated in the 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 in addition to 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, testing and reconstruction.

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.l. 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 will within fourteen days execute 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.l, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the 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

l. 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. Definitions. 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. Cost Principles. 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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STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS TO:

MODIFICATIONS TO THE GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

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. **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..."

SC-4.2 - VISIT TO SITE

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 March 20, 2025 at 1:00 P.M. local time. HIGHLY RECOMMENDED.

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. Workers' Compensation Insurance: 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 / $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-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-6.17 – SAFETEY AND PROTECTION

Add the following paragraph at the end of the existing text:

6.17.4 The Contractor is responsible for ensuring all workers are adequately protected. The Contractor shall have a safety and health management program that complies with AKOSH requirements, and includes:

1. A worksite hazard analysis;
2. A hazard prevention and control plan including personal protective equipment and safe work procedures required for specific tasks;

3. New employee training and periodic worker training regarding safety and health;
4. Regular safety meetings with written documentation of attendance, safety topics discussed, worker safety complaints, and corrective actions taken, and
5. A designated safety officer, employed by the Contractor, who monitors the construction site and is responsible for implementing the safety and health management program.
6. Measures to comply with Executive Order 13513 – Federal leadership on reducing text messaging while driving, dated October 1, 2009. And DOT Order 3902.10 – Text messaging while driving, dated December 30,2009
7. Measures to comply with Alaska Statue 28.35.161 – Driving a motor vehicle with a screen device operating; unlawful installation of television, monitor, or similar device.

SC-6.18 – SAFETY REPRESENTATIVE

At General Conditions Article 6.18, delete this article in its entirety and replace with the following article:

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. The responsible safety person must maintain OSHA 29 CRF 30-Hour Construction Safety training certificate. Training must have been completed within the past 5 years. Training card must be provided prior to starting any site construction activities.

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

At General Condition Article 7.12. add the following paragraph:

"7.12.5 Alaska Veteran's Preference (AS 36.30.321). In determining the low bidder for State funded projects, a 5% bid preference has been given to a bidder who qualifies under AS 36.30.321 (f) as an Alaska bidder and is a Qualifying Entity. This preference may not exceed $5,000.00. In this subsection a "Qualifying Entity" means a:

1. Sole proprietorship owned by an Alaska Veteran;
2. Partnership under AS 32.06 or AS 32.11 if a majority of the Members are Alaska veterans;
3. Limited liability Company organized under AS 10.50 and if a majority of the members are Alaska veterans; or
4. 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 actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies or the general nature solicited to other state agencies, government, or the general public. An Alaska veteran shall be a resident of this state and an individual who served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or

Alaska Territorial Guard, the Alaska Army National Guard, or the Alaska Navel Militia; and was separated from service under a condition that was not dishonorable.

The bidder shall provide an Alaskan Veteran's Preference Affidavit on Form 2SD-17, certifying they qualify as an Alaska bidder eligible for Alaska Veteran's preference according to AS 36.30.

SC-7.13-WAGES AND HOURS OF LABOR (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; http://www.labor.state.ak.us/lss/forms/not-comp-pub-wrks.pdf'**

SC-9.1-DEPARTMENTS RIGHT TO CHANGE

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 John Gard, Project Manager.

SC-11.8-DELAY DAMAGES

At General Condition Article 11.8, add the following paragraphs:

Liquidated Damages:

- **Eight Hundred Fifty-Three Dollars & Twenty Cents** ($853.20) per day for each calendar day elapsing between the time stipulated for the sub-completion date 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.

- **One Hundred Fifteen Dollars & Zero Cents** ($115.00) per day for each calendar day elapsing between the time stipulated for the final completion date 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."

SC-15.1-NOTIFICATION

In Paragraph 15.1.2, delete, “Section 01310” and replace with Section 01 32 00.

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 https://my.alaska.gov/ 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

1.02 Related Documents
1.03 Work Covered by Contract Documents
1.04 Contract Method
1.05 Building Permits and Inspections
1.06 Substantial / Final Completion
1.07 Contractor Use of the Premises
1.08 Department of Corrections Occupancy
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1.21 Sanitary Facilities
1.22 Enclosures / Barriers
1.23 Protection of Installed Work
1.24 Cleaning During Construction
1.25 Removal
1.26 Contract Closeout Procedures
1.27 Project Record Documents
1.28 Operation and Maintenance Data
1.29 Warranties
1.30 Spare Parts and Maintenance 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 Wildwood Correctional Center (WWCC) in Kenai, Alaska. Work on this contract consists of all materials, equipment, labor, site prep and travel to Kenai,

Alaska to replace the existing Sewage Lift Station on the Building 10. Contractor is to refer to the Scope of Work for more detailed information. Work is located at Wildwood Correctional Center (WWCC), 10 Chugach Avenue, Kenai, Alaska 99611.

SCOPE OF WORK:

The Alaska Department of Corrections, Wildwood Correctional Center, is requiring a contractor to provide all labor, materials, equipment and travel / lodging cost to replace the Sewage Lift Station for Building 10 per the project plans and specifications.

LIQUIDATION DAMAGES

- **Eight Hundred Fifty-Three Dollars & Twenty Cents** ($853.20) per day for each calendar day elapsing between the time stipulated for the sub-completion date 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.

- **One Hundred Fifteen Dollars & Zero Cents** ($115.00) per day for each calendar day elapsing between the time stipulated for the final completion date 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.

Project work will accept upon completion of all requirements specified within the construction contract. Project will be considered substantially complete when the work is ready to be used for its intended purpose. Final Completion will occur when all punch list work, closeout documents, and all other remaining items are accepted as complete.

WWCC is a 24/7 Correctional Facility. Security requirements required. All contractors must be able to pass a security background check prior to start working.

CONTRACT METHOD

A. All work shall be performed under a single fixed-price contract.

1.04 BUILDING PERMITS AND INSPECTIONS

A. Contractor shall call for all building inspections required by the City of Kenai for this project and obtain all required permits for this project.

1.05 SUBSTANTIAL / FINAL COMPLETION

A. Project shall be substantially completed by **November 28, 2025,** 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 31, 2025.**

1.06 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 John Gard, (907) 269-7391, john.gard@alaska.gov.
2. On-site Contact person, WWCC Maintenance Supervisor, Edward Doyle.

1.07 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.

1.08 DEPARTMENT FURNISHED PRODUCTS – Not Used

1.09 ALTERNATES – See above Scope of Work.

1.10 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).

1.11 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.

1.12 PRE-BID SITE VISIT

A. The DOC has scheduled a pre-bid site visit for **March 20, 2025 at 1:00 PM** local time. **The site visit for this project is Highly Recommended**.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 WATER

A. Provided by the Facility. Contact WWCC Maintenance Supervisor to arrange for hook-up.

1.20 SANITARY FACILITIES

A. Coordinate with the facility.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 PROJECT RECORD DOCUMENTS - Not Used.

1.27 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.

1.28 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.

1.29 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

PART 1 GENERAL

1.01 SUMMARY

A. This document outlines security provisions that the CONTRACTOR working at the Wildwood Correctional Center (WWCC) will be required to follow. The facility is an occupied maximum-security institution housing unsentenced and sentenced male/female inmates. As the performance of the Work could impact the operation of the institution, the Department of Corrections (DOC) is concerned that the CONTRACTOR understands and complies with its security requirements. The intent of this Section is to prevent: any escape, sabotage, or assault attempt; any disturbance, or the importation of contraband.

1.02 REQUIREMENTS INCLUDED

A. Security Check
B. Project Manager
C. Personnel Access
D. Vehicle Access
E. Tool Control
F. Contraband

1.03 RELATED REQUIREMENTS

A. Section 01000 – General Requirements

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SECURITY CHECK

A. All personnel (CONTRACTOR and Subcontractor staff) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to CONTRACTOR's forces by WWCC prior to start of on-site work.

B. The CONTRACTOR will submit a list of personnel and a completed “Request for Clearance and PREA” form for each individual to the Facilities Manager (John Gard) assigned and forwarded to the security officer for review at least 72 hours prior to commencement of work. A clearance form will be provided to the Contractor upon award of the contract. In general, the following information is required for each person:

1. Full name.
2. Residence address.
3. Telephone Number.
4. Date of birth.

5. Social Security Number.
6. Valid driver's license and state of issue, or other photo identification bearing social security number.

C. The security check will look for recent or frequent past convictions or for outstanding warrants. WWCC reserves the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.

3.02 PROJECT MANAGER

A. **John Gard, Project Manager**, or designee will be the liaison between the CONTRACTOR and the facilities.

B. In the event of an emergency affecting the secure operation of WWCC, the Project Manager is authorized to direct the CONTRACTOR to take appropriate action. The directions of the Project Manager will be followed immediately.

C. The Project Manager shall be briefed each week by the CONTRACTOR regarding the CONTRACTOR's work requirements and weekly work plan for the subsequent week. This briefing may be performed concurrently with the progress meetings that may be required under the contract.

3.03 PERSONNEL ACCESS

A. Access to the Work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections to prevent importation of contraband and escape of inmates.

B. Construction crews will report to the front desk at the beginning of each shift to obtain their identification badge or visitors badge and sign in on the Contractor's log. At the end of each shift, workmen will return their badges to this office and sign out on the Contractor's log. If workers leave the compound at lunch, they will leave as a group. Contractor should encourage workmen to bring lunch rather than leave.

C. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:

1. Contractors or workers that are incompetent, careless, or otherwise detrimental to the work or the security of the facility.
2. Security requirements.
3. Disruptive, abrasive, and/or argumentative conduct.
4. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility.
5. Refusal to submit to search of personal property/belongings or themselves.
6. Health problems.
7. Failure to show proper identification.
8. Failure to follow the direction of Correctional Officers and/or staff members.
9. Having any contact or interaction with inmates.
10. Failure to pass security check.

11. Failure to secure tools and work areas. (Contractor is required to provide personnel to secure his work area and tools. This means that there will be a member of the Contractor's staff in the active work area. If no personnel are physically present in the work area, the work area and/or tools will be secured.)

3.04 VEHICLE ACCESS

A. No privately-owned vehicles may enter inside the security fence without approval of the DOC on-site Security Officer. Employee vehicles can be parked in the employee/visitor parking lot outside the security fence.

B. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location if they can be secured and upon the approval of the facilities on-site Security Officer.

3.05 TOOL CONTROL

A. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects that would be considered contraband.

B. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store within locked cabinets, locked containers, or locked storage trailers.

C. Maintain written inventory of tools and equipment daily. Tools and equipment that cannot be accounted for at the end of each workday shall be brought to the immediate attention of the Security Officer.

3.06 CONTRABAND

A. The mailing, bartering, introducing, exchanging, or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the institution.

The following quotes are from Alaska Statutes and are provided herein to inform the CONTRACTOR:

Title 11 - Alaska Statutes

Section 11.56.375, Promoting contraband in the first degree.

1. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
   a. a deadly weapon;
   b. an article that is intended by the defendant to be used as a means of facilitating an escape;
   c. a controlled substance; or
2. Promoting contraband in the first degree is a class C felony.

Section 11.56.380, Promoting contraband in the second degree.

1. A person commits the crime of promoting contraband in the second degree if the person:

    a. Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or

    b. Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.

2. Promoting contraband in the second degree is a Class A misdemeanor.

    a. Effective August 26, 1999, contraband includes tobacco products.

Sec. 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

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

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.*)

State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE

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 and the dates:____
____

Prior criminal history (including the state the offense occurred in): ________________________________
____

Is applicant currently on probation or parole? _______If yes, where?________________________________

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? _____ If yes, state the person's name/location:
____

Clearance requested by (Contractor):____
Address:____ Phone:____________________

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant:_________________________________ Date:______________________

Contractor's signature:_________________________________ Date:______________________

DO NOT WRITE BELOW THIS SECTION

* *

APSIN/WANTS: Clear:______ Wants:______ See Attached:______
NCIC/WANTS: Clear:______ Wants:______ See Attached:______
Criminal History Check (AK) No record found:______ See Attached:______
Criminal History Check (other states) No record found:______ See Attached:______

Request Granted: ______ Request Denied:______

Reason for denial:____

Director/Superintendent (or designee): ________________________________ 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 **zero-tolerance** 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.***

_____ _____

Name (print and sign) Date

STATE OF ALASKA Department of Corrections FACILITIES	SUBSTITUTION REQUEST FORM	

Project: PCC Campus Wide Roofing Replacement, Phase 1 & 2 Project No.: 240002938-2943

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):

I certify the following:

Yes	No	
❑	❑	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 as the product specified.
❑	❑	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 paid by the contractor at no cost to the State.
❑	❑	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
❑ Recommend Rejection _____ Date: _____
Resident Engineer

❑ Accepted
❑ Rejected _____ Date: _____
Project Manager

TABLE OF CONTENTS

SECTION 22 05 00

COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Motors.
2. Alignment guides and anchors.
3. Silicone sealants.
4. Escutcheons.
5. Pressure gauges, dial type, lead free.
6. Gauge attachments, lead free.
7. Test plugs, lead free.
8. Test-plug kits, lead free.

1.2 DEFINITIONS

A. Existing Piping to Remain: Existing piping that is not to be removed and that is not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of product, excluding motors which are included in Part 1 of the plumbing equipment Sections.

a. Include construction details, material descriptions, and dimensions of individual components, and finishes.
b. Include operating characteristics and furnished accessories.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each type of gauge to include in operation and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

B. Pipe and Pressure-Vessel Welding Qualifications: Qualify procedures and operators in accordance with 2021 ASME Boiler and Pressure Vessel Code, Section IX.

1.7 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Compatibility: Provide products suitable for piping service fluids, materials, working pressures, and temperatures.

2.2 MOTORS

A. Motor Requirements, General:

1. Content includes motors for use on alternating-current power systems of up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.
2. Comply with requirements in this Section except when stricter requirements are specified in equipment schedules or Sections.
3. Comply with NEMA MG 1 unless otherwise indicated.

B. Motor Characteristics:

1. Duty: Continuous duty at ambient temperature of 130 deg C and at altitude of sea level.

2. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

C. Single-Phase Motors:

1. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.

2. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device will automatically reset when motor temperature returns to normal range.

2.3 METERS AND GAUGES FOR PLUMBING PIPING

A. Pressure Gauges, Dial Type, Lead Free - Direct Mounted, Metal Case:

1. Source Limitations: Provide dial-type, lead-free, direct-mounted, metal-case pressure gauges from single manufacturer.
2. Standard: ASME B40.100.
3. Case: Liquid-filled type(s); cast aluminum or drawn steel; 4-1/2-inch nominal diameter.
4. Pressure-Element Assembly: Lead-free Bourdon tube.
5. Pressure Connection: Lead-free brass, with NPS 1/4, ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
6. Movement: Mechanical, with link to pressure element and connection to pointer.
7. Dial: Nonreflective aluminum with permanent scale markings graduated in psi.
8. Pointer: Dark-colored metal.
9. Window: Safety glass or plastic.
10. Ring: Metal.
11. Accuracy: Grade C, plus or minus 3 percent of middle half of span.

B. Gauge Attachments, Lead Free:
1. Snubbers: ASME B40.100, lead-free brass; with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and piston-type surge-dampening device. Include extension for use on insulated piping.
2. Valves: Lead-free brass or stainless steel needle, NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads.

PART 3 - EXECUTION

3.1 INSTALLATION OF EXPANSION JOINTS, GENERAL

A. Install expansion joints of sizes matching sizes of piping in which they are installed.

3.2 INSTALLATION OF PACKLESS EXPANSION JOINTS

A. Install metal-bellows expansion joints in accordance with EJMA's "Standards of the Expansion Joint Manufacturers Association, Inc."

B. Install rubber packless expansion joints in accordance with FSA-PSJ-703.

3.3 INSTALLATION OF METERS AND GAUGES

A. Install direct-mounted pressure gauges in piping tees with pressure gauge located on pipe at most readable position.

B. Install remote-mounted pressure gauges on panel.

C. Install valve and snubber in piping for each pressure gauge for fluids.

D. Install test plugs in piping tees.

E. Install pressure gauges in the following locations:

1. Building water service entrance into building.
2. Inlet and outlet of each pressure-reducing valve.
3. Suction and discharge of each domestic water pump.

3.4 CONNECTIONS

A. Install meters and gauges adjacent to machines and equipment to allow space for service and maintenance of meters, gauges, machines, and equipment.

3.5 ADJUSTING

A. After installation, calibrate meters according to manufacturer's written instructions.

B. Adjust faces of meters and gauges to proper angle for best visibility.

3.6 FIELD QUALITY CONTROL

A. Sleeves and Sleeve Seals:

1. Perform the following tests and inspections:

a. Leak Test: After allowing for a full cure, test sleeves and sleeve seals for leaks. Repair leaks and retest until no leaks exist.
b. Sleeves and sleeve seals will be considered defective if they do not pass tests and inspections.

2. Prepare test and inspection reports.

B. Escutcheons:

1. Using new materials, replace broken and damaged escutcheons and floor plates.

3.7 PRESSURE-GAUGE SCALE-RANGE APPLICATION

A. Scale Range for Water Service Piping:

1. 0 to 200 psi.

END OF SECTION 22 05 00

SECTION 22 05 23

GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ball valves.
2. Check valves.
3. Gate valves.
4. Air Line Assemblies and Apparatuses

1.2 DEFINITIONS

A. CWP: Cold working pressure.

B. EPDM: Ethylene propylene-diene terpolymer.

C. FKM: Fluoroelastomer.

D. NBR: Nitrile butadiene rubber (also known as Buna-N).

E. NRS: Nonrising stem.

F. OS&Y: Outside screw and yoke.

G. PTFE: Polytetrafluoroethylene.

H. RPTFE: Reinforced polytetrafluoroethylene.

I. RS: Rising stem.

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

a. Include material descriptions and dimensions of individual components.
b. Include operating characteristics and furnished accessories.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:
1. Protect internal parts against rust and corrosion.

2. Protect threads, flange faces, grooved ends, press ends, solder ends, and weld ends.
3. Set ball valves open to minimize exposure of functional surfaces.
4. Set butterfly valves closed or slightly open.
5. Block check valves in either closed or open position.
6. Set gate valves closed to prevent rattling.

B. Use the following precautions during storage:

1. Maintain valve end protection.
2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use operating handles or stems or other components as lifting or rigging points unless specifically indicated for this purpose in manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain each type of valve from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. ASME Compliance:
1. ASME B1.20.1 for threads for threaded-end valves.
2. ASME B16.1 for flanges on iron valves.
3. ASME B16.5 for flanges on steel valves.
4. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
5. ASME B16.34 for flanged- and threaded-end connections.
6. ASME B31.9 for building services piping valves.

B. Provide bronze valves made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are unacceptable.

C. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

D. Valve Sizes: Same as upstream piping unless otherwise indicated.

E. Valve Bypass and Drain Connections: MSS SP-45.

F. Valve Actuator Type:

1. Gear Actuator: For quarter-turn ball valves NPS 4 and larger.
2. Hand Lever: For quarter-turn ball valves smaller than NPS 4.

2.3 GATE AND CHECK VALVES

A. Gate Valves:
1. The inlet and discharge sides of each ejector pot shall be equipped with flanged gate valves.
2. The gate valves shall be 6-inch with cast iron body, of double disc, tapered seat construction, operated by a non-rising stem.

B. Inlet Check Valve:

1. The inlet check valves shall be 6-inch designed specifically for operation on pneumatic sewage ejectors.
2. They shall have cast iron bodies, bronze flaps, and stainless-steel pins.
3. The inlet check valves shall be of the reverse bend type having rectangular flaps and seats with a minimum 3,162 cubic inches allowing the passage of trash and solids that could hang-up on the flappers of conventional check valves.
4. The inlet check valves shall have a removable cover allowing access to the valve internals.
5. Standard type check valves without the reverse bend that are not specifically designed for sewage ejector service without the interior space specified will not be acceptable.
6. The inlet check valves should be covered under the conditional 30-year manufacturer warranty.
7. The outside surface shall be painted with Tnemec blue primer 3 to 4 mils thick.

C. Discharge Check Valve:

1. The discharge check valves shall be designed specifically for operation on pneumatic sewage ejectors and are to be fitted with a removable hand hole cover in order to allow access to the valve internals without disturbing system piping.
2. The discharge check valves shall have a minimum of 1,760 cubic inches for the 6-inch fittings.
3. Standard type check valves that are not specifically designed for sewage ejector service without the interior space specified will not be acceptable.
4. The discharge check valves should be covered under the conditional 30-year manufacturer warranty.
5. The outside surface shall be painted with Tnemec blue primer 3 to 4 mils thick.

D. Fitting:

1. All of the fittings to manifold the (2) two sewage ejectors receivers into a duplex unit shall be provided by the pneumatic ejector manufacturer.

E. Ball Valves, Lead Free, Threaded Ends - Brass, One Piece:

1. Standards: MSS SP-110 and MSS SP-145.
2. CWP Rating: 400 psig.
3. Body Design: One piece.
4. Body Material: Forged brass or bronze.
5. Ends: Threaded.
6. Seats: PTFE.

7. Stem: Brass or stainless steel.
8. Ball: Chrome-plated brass or stainless steel.
9. Port: Reduced.

2.4 BUTTERFLY VALVES, LEAD FREE

A. Butterfly Valves, Lead Free, Single Flange (Lug Type) - Iron, with Stainless Steel Disc:

1. Standard: MSS SP-67, Type I.
2. CWP Rating, NPS 12 (DN 300) and Smaller: 150 psig or 200 psig. See Part 3 butterfly valve schedule articles.
3. Body Design: Single flange (lug type), suitable for bidirectional dead-end service at rated pressure without use of downstream flange.
4. Body Material: ASTM A126, cast iron or ASTM A536, ductile iron.
5. Seat: EPDM or NBR. See Part 3 butterfly valve schedule articles.
6. Stem: One- or two-piece stainless steel.
7. Disc: Stainless steel.

2.5 AIR LINE ASSEMBLIES AND APPARATUSES:

A. Main Air Manifold/ Pressure Regulator:

1. The pneumatic ejector system shall be furnished with a main air manifold assembly which is to be provided in order to regulate the air supply and to ensure proper operation of the sewage ejector system.
2. The main air manifold shall include a bronze body air pressure regulator with cast bronze seats, stainless steel stem and neoprene seating disc with neoprene “O” rings on the cast bronze piston.
3. The main air manifold shall have upstream and downstream pressure gauges, filter, strainer, safety valve, globe ball valves, automatic moisture trap and galvanized piping.
4. The main air manifold assembly shall be factory assembled and tested.

B. Flush Air Manifold/ Solenoid Valve:

1. The pneumatic sewage ejector system shall include two (2) flush air assemblies consisting of a three-way, pneumatically operated piston valve, with a bronze body, bronze piston and stainless-steel rod connecting the pistons and bronze end caps furnished with each ejector pot to control the flow of air during and after ejection.
2. Each pot shall be provided with a 3-inch air exhaust vent line leading to the inlet manhole or other suitable location outside the ejector pit.
3. The complete flush air assemblies shall be galvanized piping; bronze isolating valves, unions and factory assembled.
4. The bronze piston valve shall be covered under a 30-year conditional warranty by the manufacturer of the pneumatic ejector.
5. Piston valves that are mounted on the top cover plate of the sewage receiver pot or require lubrication to operate will not be acceptable.

C. Control Air Manifold:

1. The pneumatic ejector system shall be provided with a control air manifold in order to store a volume of air that will ensure the operation of the valves in the event of a drop in air pressure.
2. The control air manifold shall consist one (1) 3-Gallon steel air receiver tank in accordance with ASME Boiler and Pressure Vessel Code for unfired pressure vessels Section VIII, Division 1, with flanges and screwed inlet and outlet connections required.
3. The air receiver tank shall display an ASME seal stamp for 200 PSIG working pressure.
4. The control air tank shall include a bronze body air pressure regulator, upstream and downstream pressure gauges, filter, safety valve, gate valves, automatic moisture trap and galvanized piping.
5. The control air manifold assembly shall be factory assembled and tested in order to facilitate installation at the job site.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

E. Examine press fittings to verify they have been properly pressed.

F. Do not attempt to repair defective valves; replace with new valves. Remove defective valves from site.

3.2 INSTALLATION OF VALVES

A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

B. Provide support of piping adjacent to valves such that no force is imposed upon valves.

C. Locate valves for easy access and where not blocked by equipment, other piping, or building components.

D. For valves in horizontal piping, install valves with stem at or above center of pipe.

E. Install valves in position that does not project into aisles or block access to other equipment.

F. Install valves in position to allow full stem and actuator or manual operator movement.

G. Verify that joints of each valve have been properly installed and sealed to assure there is no leakage or damage.

H. Install check valves for proper direction of flow and as follows:

3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

END OF SECTION 22 05 23

SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe hangers and supports - metal.
2. Pipe hangers - metal, trapeze type.
3. Fastener systems.
4. Pipe-positioning systems.
5. Equipment supports.

B. Related Requirements:

1. Section 22 05 00 "Common Work Results for Plumbing" for pipe guides and anchors.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:

1. Trapeze pipe hangers.
2. Pipe stands.
3. Equipment supports.

C. Delegated Design Submittals: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Detail fabrication/assembly and design calculations for trapeze hangers.
2. Detail fabrication/assembly and design calculations for each type of strut support system, by the manufacturer's technical representative.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.4 QUALITY ASSURANCE

A. Structural-Steel Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

B. Pipe Welding Qualifications: Qualify procedures and operators in accordance with 2021 ASME Boiler and Pressure Vessel Code, Section IX.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design trapeze pipe hangers and equipment supports.

B. Structural Performance: Hangers and supports for plumbing piping and equipment are to withstand the effects of gravity loads and stresses within limits and under conditions indicated in accordance with ASCE/SEI 7.

1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
3. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

2.2 PIPE HANGERS AND SUPPORTS - METAL

A. Pipe Hangers and Supports - Carbon Steel:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized, hot-dip galvanized, or electro-galvanized.
3. Nonmetallic Coatings: Plastic coated or epoxy powder coated.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

B. Pipe Hangers and Supports - Stainless Steel:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
3. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.

2.3 PIPE HANGERS - METAL, TRAPEZE TYPE

A. Description: MSS SP-58, Type 59, shop- or field-fabricated pipe-support assembly, made from structural-carbon-steel shapes, with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.4 FASTENER SYSTEMS

A. Fastener System - Mechanical-Expansion Anchors: Insert-wedge-type anchors, for use in hardened portland cement concrete, with pull-out, tension, and shear capacities required for supported loads and building materials where used.

1. Indoor Applications: Zinc-plated or stainless steel.
2. Outdoor Applications: Stainless steel.

2.5 PIPE-POSITIONING SYSTEMS

A. Description: IAPMO PS 42 positioning system composed of metal brackets, clips, and straps for positioning piping in pipe spaces; for plumbing fixtures in commercial applications.

2.6 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural-carbon-steel shapes.

2.7 MATERIALS

A. Aluminum: ASTM B221.

B. Carbon Steel: ASTM A1011/A1011M.

C. Structural Steel: ASTM A36/A36M carbon-steel plates, shapes, and bars; black and galvanized.

D. Stainless Steel: ASTM A240/A240M.

E. Grout: ASTM C1107/C1107M, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000 psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 APPLICATION

A. 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 is to include weight of supported components plus 200 lb.

3.2 INSTALLATION OF HANGERS AND SUPPORTS

A. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

B. Install lateral bracing with pipe hangers and supports to prevent swaying.

C. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger. Coordinate location of concrete inserts before concrete is placed.

D. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

E. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

F. Metal Pipe-Hanger Installation: Comply with MSS SP-58. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

G. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-58. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size, or install intermediate supports for smaller-diameter pipes as specified for individual pipe hangers.
2. Field fabricate in accordance with ASTM A36/A36M carbon-steel shapes selected for loads being supported. Weld steel in accordance with AWS D1.1/D1.1M.

H. Fastener System Installation:

1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick after concrete is placed and cured. Use installers that are licensed by powder-actuated tool manufacturer.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners in accordance with manufacturer's written instructions.
3. Install lag screw wood fasteners in accordance with manufacturer's written instructions.
4. Install fasteners in accordance with manufacturer's written instructions.

I. Pipe Stand Installation:

1. Pipe Stand Types, except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.

J. Pipe-Positioning-System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture.

K. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

L. Equipment Support Installation:

1. Fabricate from welded-structural-steel shapes.
2. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
3. Grouting: Place grout under supports for floor-mounted equipment, and make bearing surface smooth.
4. Provide lateral bracing, to prevent swaying.

3.3 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded.

C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish welds at exposed connections, so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.5 PAINTING

A. Touchup:

1. Clean field welds and abraded, shop-painted areas. Paint exposed areas immediately after erecting hangers and supports. Use same materials as those used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

a. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.

3.6 HANGER AND SUPPORT SCHEDULE

A. Comply with MSS SP-58 for pipe-hanger selections and applications that are not specified in piping system Sections.

B. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finishes.

C. Use carbon-steel pipe hangers and supports, metal trapeze pipe hangers, and metal framing systems and attachments for general service applications.

D. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
2. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes NPS 2-1/2 to NPS 36 if vertical adjustment is required, with steel-pipe base stanchion support and cast-iron floor flange.

E. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.

F. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment of up to 6 inches for heavy loads.

G. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable-Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.

H. Comply with MSS SP-58 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.

I. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

J. Use pipe-positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

END OF SECTION 22 05 29

SECTION 22 13 16

SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hub-and-spigot, cast-iron soil pipe and fittings.
2. Hubless, cast-iron soil pipe and fittings.

B. Related Requirements:

1. Section 221329 "Sanitary Sewerage Pumps" for effluent and sewage pumps.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For hubless, single-stack drainage system. Include plans, elevations, sections, and details.

1.3 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Certificates: For waste and vent piping, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Detailed description of piping anchorage devices on which the certification is based and their installation requirements.

B. Field quality-control reports.

1.4 FIELD CONDITIONS

A. Interruption of Existing Sanitary Waste Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service in accordance with requirements indicated:

1. Notify Owner no fewer than 14 days in advance of proposed interruption of sanitary waste service, or per contractual arrangements.

2. Do not proceed with interruption of sanitary waste service without Owner's written permission.

1.5 WARRANTY

A. Listed manufacturers to provide labeling and warranty of their respective products.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Components and installation are capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Soil, Waste, and Vent Piping: 20 ft. head of water.
2. Waste, Force-Main Piping: 75 psig.

B. Seismic Performance: Soil, waste, and vent piping and support and installation to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7. See Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment":

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
2. Component Importance Factor: 1.5.

2.2 PIPING MATERIALS

A. Piping materials to bear label, stamp, or other markings of specified testing agency.

B. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.3 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings:

1. Marked with CISPI collective trademark.
2. ASTM A74, service cast iron.

B. Gaskets: ASTM C564, rubber.

C. Caulking Materials: ASTM B29, pure lead and oakum or hemp fiber.

2.4 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings:

1. Marked with CISPI collective trademark.
2. ASTM A888 or CISPI 301.

2.5 DUCTILE-IRON PIPE AND FITTINGS

A. Ductile-Iron, Mechanical-Joint Piping:

1. Ductile-Iron Pipe: AWWA C151/A21.51, with mechanical-joint bell and plain spigot ends unless grooved or flanged ends are indicated.
2. Ductile-Iron Fittings: AWWA C110/A21.10, mechanical-joint, ductile- or gray-iron standard pattern or AWWA C153/A21.53, ductile-iron compact pattern.
3. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

B. Ductile-Iron, Push-on-Joint Piping:

1. Ductile-Iron Pipe: AWWA C151/A21.51, with push-on-joint bell and plain spigot ends unless grooved or flanged ends are indicated.
2. Ductile-Iron Fittings: AWWA C110/A21.10, push-on-joint, ductile- or gray-iron standard pattern or AWWA C153/A21.53, ductile-iron compact pattern.
3. Gaskets: AWWA C111/A21.11, rubber.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPING

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.

1. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
2. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping to permit valve servicing.

F. Install piping at indicated slopes.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Install piping to allow application of insulation.

J. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends.

1. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical.
2. Use long-turn, double Y-branch, and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe.

    a. Straight tees, elbows, and crosses may be used on vent lines.

3. Do not change direction of flow more than 90 degrees.
4. Use proper size of standard increasers and reducers if pipes of different sizes are connected.

    a. Reducing size of waste piping in direction of flow is prohibited.

K. Plumbing Specialties:

1. Install backwater valves in sanitary waster gravity-flow piping.

2. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary waste gravity-flow piping.

    a. Install cleanout fitting with closure plug inside the building in sanitary drainage force-main piping.
    b. Comply with requirements for cleanouts specified in Section 221319 "Sanitary Waste Piping Specialties."

3. Install drains in sanitary waste gravity-flow piping.

    a. Comply with requirements for drains specified in Section 221319 "Sanitary Waste Piping Specialties."

L. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.2 JOINT CONSTRUCTION

A. Hub-and-Spigot, Cast-Iron Soil Piping Gasketed Joints: Join in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.

B. Hubless, Cast-Iron Soil Piping Coupled Joints:

1. Join hubless, cast-iron soil piping in accordance with CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.

C. Threaded Joints: Thread pipe with tapered pipe threads in accordance with ASME B1.20.1.

1. Cut threads full and clean using sharp dies.
2. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

a. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
b. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
c. Do not use pipe sections that have cracked or open welds.

D. Flanged Joints: Align bolt holes. Select appropriate gasket material, size, type, and thickness. Install gasket concentrically positioned. Use suitable lubricants on bolt threads. Torque bolts in cross pattern.

E. Joint Restraints and Sway Bracing:

1. Provide joint restraints and sway bracing for storm drainage piping joints to comply with the following conditions:

a. Provide axial restraint for pipe and fittings 5 inches and larger, upstream and downstream of all changes in direction, branches, and changes in diameter greater than two pipe sizes.
b. Provide rigid sway bracing for pipe and fittings 4 inches and larger, upstream and downstream of all changes in direction 45 degrees and greater.
c. Provide rigid sway bracing for pipe and fittings 5 inches and larger, upstream and downstream of all changes in direction and branch openings.

3.3 INSTALLATION OF VALVES

A. General valve installation requirements for general-duty valve installation are specified in Section 220523 "General-Duty Valves for Plumbing Piping."

B. Shutoff Valves:

1. Install shutoff valve on each sewage pump discharge.
2. Install gate valve for all piping.

C. Check Valves: Install swing check valve, between pump and shutoff valve, on each sewage pump discharge.

D. Backwater Valves: Install backwater valves in piping subject to backflow.

1. Horizontal Piping: Horizontal backwater valves.
2. Floor Drains: Drain outlet backwater valves unless drain has integral backwater valve.
3. Install backwater valves in accessible locations.

3.4 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect waste and vent piping to the following:

1. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
2. Plumbing Specialties: Connect waste and vent piping in sizes indicated, but not smaller than required by plumbing code.

D. Connect force-main piping to the following:

1. Sanitary Sewer: To exterior force main.
2. Sewage Pump: To sewage pump discharge.

E. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

F. Make connections in accordance with the following unless otherwise indicated:

1. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3.5 IDENTIFICATION

A. Identify exposed sanitary waste and vent piping.

3.6 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary waste and vent piping in accordance with procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.

a. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

2. Leave uncovered and unconcealed new, altered, extended, or replaced waste and vent piping until it has been tested and approved.

a. Expose work that was covered or concealed before it was tested.

3. Roughing-in Plumbing Test Procedure: Test waste and vent piping except outside leaders on completion of roughing-in.

    a. Close openings in piping system and fill with water to point of overflow, but not less than 10 ft. head of water.
    b. From 15 minutes before inspection starts to completion of inspection, water level must not drop.
    c. Inspect joints for leaks.

4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight.

    a. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1 inch wg.
    b. Use U-tube or manometer inserted in trap of water closet to measure this pressure.
    c. Air pressure must remain constant without introducing additional air throughout period of inspection.
    d. Inspect plumbing fixture connections for gas and water leaks.

5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

6. Prepare reports for tests and required corrective action.

E. Test force-main piping in accordance with procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Leave uncovered and unconcealed new, altered, extended, or replaced force-main piping until it has been tested and approved.

    a. Expose work that was covered or concealed before it was tested.

2. Cap and subject piping to static-water pressure of 75 psig above operating pressure, without exceeding pressure rating of piping system materials.

    a. Isolate test source and allow to stand for four hours.
    b. Leaks and loss in test pressure constitute defects that must be repaired.

3. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

4. Prepare reports for tests and required corrective action.

3.7 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect sanitary waste and vent piping during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

D. Repair damage to adjacent materials caused by waste and vent piping installation.

3.8 PIPING SCHEDULE

A. Flanges and unions may be used on aboveground pressure piping unless otherwise indicated.

B. Aboveground, soil and waste piping NPS 4 (DN 100) and smaller are to be the following:

1. Service cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Hubless, cast-iron soil pipe and fittings CISPI hubless-piping couplings; and coupled joints.
3. Dissimilar Pipe-Material Couplings: Unshielded, nonpressure transition couplings.

C. Aboveground, soil and waste piping NPS 5 (DN 125) and larger are to be the following:

1. Service cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Hubless, cast-iron soil pipe and fittings CISPI hubless-piping couplings; and coupled joints.
3. Dissimilar Pipe-Material Couplings: Unshielded, nonpressure transition couplings.

D. Aboveground, vent piping NPS 4 (DN 100) is to be the following:

1. Service cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Hubless, cast-iron soil pipe and fittings CISPI hubless-piping couplings; and coupled joints.
3. Dissimilar Pipe-Material Couplings: Unshielded, nonpressure transition couplings.

E. Aboveground sanitary-sewage force mains NPS 2-1/2 to NPS 6 (DN 65 to DN 150) are to be the following:

1. Hard Grooved-end, galvanized-steel pipe; grooved-joint, galvanized-steel-pipe appurtenances; and grooved joints.

END OF SECTION 22 13 16

SECTION 22 13 43

PACKAGED SEWAGE LIFT STATIONS

PART 1 - GENERAL

1.1 SYSTEM DESCRIPTION:

A. The pneumatic sewage ejector system, also referred to as “Lift Station” shall be designed and manufactured by Carter Pumps. No substitutions will be allowed.

B. The Lift Station shall be a packaged system, which shall meet the performance requirements indicated herein and as indicated on the drawings. The work under this section includes supply of an engineered system, including all components indicated on the Lift Station Equipment Schedule.

C. The system shall allow for the facility to operate continuously without attendance other than routine inspection and maintenance. The pneumatic sewage ejector system is an air driven system and will be using designated air compressor specified as the primary supply to perform a specific pumping function of discharging the fluid in the sewage receiver tank. The supply air is stored in the air receiver tank at a high pressure based and regulate to flush pressure by the main air manifold provided by the pneumatic ejector manufacturer.

D. The sewage receiver pots shall allow liquids and solids to enter the receiver pot by gravity without any restriction. When the pot becomes filled, compressed air is introduced to displace its contents up to a higher discharge line. The Pneumatic Ejector shall have no mechanical parts involved in the actual pumping of the material.

E. The duplex system specified shall provide 100% standby protection with the flexibility to operate each wastewater receiver tank and each compressor pump individually.

F. Under normal flow conditions, the equipment shall be designed to operate within a one-minute cycle. This cycle consists of two phases. The first phase is the filling of the wastewater receiver tank or “pot,” and then the ability to discharge the contents of the pot in less than 30 seconds.

1.2 GENERAL REQUIREMENTS

A. The work described in this section includes material to be furnished by the pneumatic ejector manufacturer with sole responsibility and installed by the contractor as shown on the Pneumatic Ejector Stations Schedule and Plans. The system shall be complete with sewage receiver tanks, air control valves, main air manifold, flush assembly piping valves, control air manifold, and all appurtenances necessary for the automatic control of the pneumatic sewage ejector system.

B. The bottom of the ejector pit shall be sloped 1/8-inch per foot to one corner where a submersible sump pump shall be provided to return leakage back to the inlet pipe of the pneumatic ejector.

C. The equipment covered by these specifications shall be standard equipment of proven performance as manufactured by reputable concerns.

D. Submit five (5) copies of working drawings before the work commences for the pneumatic ejection system detailing the installation of the equipment. The working drawings shall be to scale. The drawings shall be fully dimensioned and the Contractor is responsible for verifying all dimensions in the field.

1.3 ACTION SUBMITTALS

A. Product Data Submittals: Include rated capacities, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: Show fabrication and installation details for each packaged sewage pumping station. Detail equipment assemblies and indicate dimensions; shipping, installed, and operating weights; loads; required clearances; method of field assembly; components; electrical characteristics; and location and size of each field connection.

1. Wiring Diagrams: Power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of sewage pump, signed by product manufacturer.

B. Manufacturer Seismic Qualification Certification: Submit certification that packaged sewage pumping station, accessories, and components will withstand seismic forces defined in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment." Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.

a. The term withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Qualification Data: For Installer.

D. Source quality-control test reports.

E. Field quality-control test reports.

F. Warranty: Special warranty specified in this Section.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For equipment to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with HI 1.1-1.2, "Centrifugal Pumps for Nomenclature and Definitions"; HI 1.3, "Centrifugal Pumps for Design and Application"; and HI 1.4, "Centrifugal Pumps for Installation, Operation and Maintenance," for sewage and sump pumps.

D. Comply with UL 778, "Motor-Operated Water Pumps," for sewage and sump pumps.

1.7 PROJECT CONDITIONS

A. Interruption of Existing Sanitary Sewer Service: Do not interrupt sanitary sewer service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary sanitary sewer service according to requirements indicated:

1. Notify Owner no fewer than ten days in advance of proposed interruption of sanitary sewer service.
2. Do not proceed with interruption of sanitary sewer service without Owner's written permission.

1.8 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Section 033000 "Cast-in-Place Concrete."

1.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged sewage pumping stations that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including shell.
b. Faulty operation of sewage pumps, controls, or accessories.
c. Deterioration of metals, metal finishes, and other materials beyond normal use.

PART 2 - PRODUCTS

2.1 PNEUMATIC EJECTORS

A. MANUFACTURERS:

1. The sewage receivers shall be capable of handling raw sewage. The performance data requirement for the ejector system shall be 200-GPM when supplied with the proper air required.
2. All openings shall be large enough to pass spheres 3-inches in diameter and any trashy or stringy material which is able to enter and travel through the inlet piping.
3. The Pneumatic Sewage Ejectors shall be as manufactured by Carter Pump, LLC, South Plainville, NJ the basis of the design.
4. The Duplex Pneumatic Ejector system shall continue to deliver the rated capacity 250 GPM @ 20 feet TDH of raw unscreened sewage.

B. GENERAL:

1. All parts of the equipment shall be designed for long, continuous and uninterrupted service.
2. The main components of the ejector shall be warranted in writing by the Manufacturer for a minimum of 30 years against defects in materials and workmanship as detailed in this section of the specifications.
3. The ejector shall be capable of one operation per minute continuously when supplied with the recommended air at the required pressure in order to eject the pot in 30 seconds or less and complete the flushing cycle.

C. RECEIVER:

1. Each of the 200-gallon sewage ejector pots shall be fabricated of 316 stainless-steel.
2. The sewage hydrostatically tested and certified at 75 PSI pressure with 15-year warranty.
3. The sewage receivers will have a suitably sized 14-inch manhole on the top with a sizeable hand hole and cover which shall seal it precisely and tightly against air and water leakage.
4. The inlet and discharge sewage openings will have 6-inch 125 lb. drilled and faced flanges in accordance with ANSI B16.1 Class 125 standard flange located 180 degrees apart.
5. The sewage receiver pots shall be fitted with a hand hole cover to permit access.
6. The sewage receiver pots shall be furnished with 316 stainless steel cover plates with cover gaskets with an NPT air-line connection in the removable cover for the compressed air entrance into the pot.

D. LEVEL CONTROL:

1. The liquid level control ejection control shall be by three stainless steel electrodes mounted on the stainless-steel cover plate by means of properly insulated electrode holders.

2. The electrode holders shall be NEMA IV designed to also serve as the inlet air connection such that air entering the ejector pot shall blow past the electrodes tending to remove any stringy material which might otherwise adhere to them.
3. Each electrode shall be insulated except for its contact point, by an impervious sheath of corrosion-resistant Tygon.
4. The cycle begins as sewage enters the pot by gravity flow.

    a. As liquid level reaches the second shortest electrode, it completes a circuit energizing a relay which sends a signal to the electrode control panel requesting for flush air.
    b. The discharge action continues by air being applied to the surface of the liquid until the liquid level descends in the sewage receiver pass the tip of the longest electrode.
    c. The system will then be de-energized at which point the circuit is broken.

5. The ejection control shall include a third stainless steel electrode mounted on the cover plate, which shall be utilized to signal an alarm, dialer at remote station or be connected to the SCADA if desired by the facility.
6. The alarm, dialer or SCADA system shall be furnished by others.

E. ELECTRODE CONTROL PANEL:

1. The pneumatic ejector shall include a NEMA 4X Stainless Steel Enclosure Electrode Control Panel to operate the duplex ejector system on 120 Volt, single Phase service using Idec 30mm Selector Switches/Pilot Lights, Idec relays/timers, fan heaters with thermostat to maintain temperature and prevent condensation, terminal strip, control circuit breakers, on-off selector switch, off pilot lights push to test, test-off-auto switch, intrinsic type probe relays, flush valve timers, high level alarm relays for each ejector pot and pit high water alarm, alarm pilot lights push to test, 14 gage control wire, UL label and fork/ring type connections.

F. AIR EXHAUST PIPING:

1. The contractor shall install one size larger than the exhaust valve line to run downgrade from outside the manhole to the low-level manhole, exhaust ventilation duct, independent of the vent to atmosphere, at a point above any possible high-water level.
2. Air exhaust shall not run to a plumbing vent or inside the building.

G. AIR COMPRESSORS

1. Two (2) 15 HP tank mounted air compressor shall be provided for the pneumatic sewage ejector system capable of handling the total rated capacity.
2. Each of the air compressors shall deliver 51.0 CFM of free air while providing 100% stand by with each of the air compressors being able to handle the total load rated capacity specified on the pneumatic ejector air compressor schedule.
3. The duplex air compressor package shall be mounted on 200- Gallon Horizontal Steel Air Receiver Tank in accordance with ASME Boiler and Pressure Vessel Code for unfired pressure vessels Section VIII, Division 1.

4. The air receiver storage tank shall display an ASME seal stamp for 200 PSIG working pressure and shall store a volume of air at 120 PSIG and be provided with a pressure gauge, inspection opening, blow off cock and safety valve relief valve.
5. The connection to the air compressor shall be provided with a check valve and shutoff valve.
6. The air receiver storage tank / duplex air compressor shall be set on vibration isolator pads and firmly bolted to the floor in accordance with ASME standards.
7. The air compressor package shall consist of two (2) pressure lubricated air compressors with a 230/460 volt, TEFC high efficiency motor with a hydraulic unloader valve, pressure switches, air pressure gauges, vibration pads, check valves, and with a moisture separator trap, automatic drain, and manual bypass.
8. The air compressors shall be furnished with a Duplex Control Panel in a NEMA 4 Stainless Steel enclosure with U/L Label, Lead/Lag alternate, phase failure relays, motor circuit breakers, IEC rated magnetic starters, fan heaters with thermostat to maintain temperature and prevent condensation, control transformers with primary and secondary fuses, power on pilot lights, control transformer fail alarm pilot lights, Test-Off-Auto selector switch, run pilot lights, auxiliary run contacts, contacts, aux. off contacts, compressor fail alarm pilot light, compressor fail time delay relay.

2.2 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Adjust pump, accessory, and control settings, and safety and alarm devices.

END OF SECTION 22 13 43

SECTION 22 14 29

SUMP PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sump pumps - submersible.

B. Related Requirements:

1. Section 221329 "Sanitary Sewerage Pumps" for effluent and sewage pumps.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Sump pumps - submersible.

B. Product Data Submittals: For each product.

1. Construction details, material descriptions, dimensions of individual components and profiles.
2. Rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

C. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For pumps and controls.

1. Indicate actual installed items by marking submittals with an arrow or box.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Retain shipping flange protective covers and protective coatings during storage.

B. Protect bearings and couplings against damage.

C. Comply with manufacturer's written instructions for handling.

1.5 WARRANTY

A. Manufacturer Warranty: Installer agrees to repair or replace sump pumps that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Faulty operation of controls, piping, or impeller.
b. Deterioration of metals, metal finishes, and other materials beyond normal use.

2. Warranty Period: 1 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain each type of sump pump from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and use.

B. UL Compliance: Comply with UL 778 for motor-operated water pumps.

2.3 SUMP PUMPS - SUBMERSIBLE

A. Sump Pumps - Submersible, Fixed Position, Single Seal.

1. Description: Factory-assembled and -tested sump-pump unit.
2. Pump Type: Submersible, end-suction, single-stage, close-coupled, overhung-impeller, centrifugal sump pump as defined in HI 14.1-14.2 and HI 14.3.
3. Pump Casing: Cast iron, with strainer inlet; legs that elevate pump to permit flow into impeller; and vertical discharge for piping connection.
4. Impeller: Statically and dynamically balanced, manufacturer's standard designed for clear wastewater handling, and keyed and secured to shaft.
5. Pump and Motor Shaft: Stainless steel, with factory-sealed, grease-lubricated ball bearings.
6. Seal: Mechanical.
7. Motor: Hermetically sealed, capacitor-start type; with built-in overload protection; lifting eye or lug; and three-conductor, waterproof power cable of length required and with grounding plug and cable-sealing assembly for connection at pump.

a. Motor Housing Fluid: Oil.

8. Capacities and Characteristics:

    a. Pump:

        1) Capacity: 50 gpm.
        2) Total Dynamic Head: 37 feet.
        3) Speed: 3450 rpm.
        4) Discharge Size: NPS 1-1/2.
        5) Electrical Characteristics:

            a) Motor Horsepower: 1/2 hp.
            b) Volts: 115 V ac.
            c) Phases: Single.
            d) Hertz: 60.

    b. Unit Electrical Characteristics:

        1) Full-Load Amperes: 8 A.
        2) Maximum Overcurrent Protection: 25 A.

9. Controls, Float- and Pressure-Switch Type:

    a. Enclosure: NEMA 250, Type 1; unit mounted.
    b. Switch Type: Mechanical-float type, in NEMA 250, Type 6 enclosures with mounting rod and electric cables.

2.4 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 220500 "Common Work Results for Plumbing."

    1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

B. Motors for submersible pumps are to be hermetically sealed.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for plumbing piping to verify actual locations of storm drainage piping connections before sump-pump installation.

3.2 INSTALLATION

A. Pump Installation Standards: Comply with HI 14.4 for installation of sump pumps.

B. Equipment Mounting:

1. Comply with requirements for vibration isolation and seismic control devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."

3.3 STARTUP SERVICE

A. Perform startup service.

1. Complete installation and startup checks in accordance with manufacturer's written instructions.

3.4 ADJUSTING

A. Adjust pumps to function smoothly and lubricate as recommended by manufacturer.

B. Adjust control set points.

3.5 FIELD QUALITY CONTROL

A. Tests and inspections:

1. Perform each visual and mechanical inspection.
2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
5. Pumps and controls will be considered defective if they do not pass tests and inspections.

B. Prepare test and inspection reports.

3.6 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain pumps.

END OF SECTION 22 14 29

SECTION 23 05 00

COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Motors.
2. Packed expansion joints.
3. Alignment guides and anchors.
4. Silicone sealants.

B. Related Requirements:

1. None.

1.2 DEFINITIONS

A. Existing Piping To Remain: Existing piping that is not to be removed and that is not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of product, excluding motors which are included in Part 1 of HVAC equipment Sections.

a. Include construction details, material descriptions, and dimensions of individual components, and finishes.
b. Include operating characteristics and furnished accessories.

B. Delegated Design Submittals: For each anchor and alignment guide, including analysis data, signed and sealed by the qualified professional engineer responsible for their preparation.

1. Design Calculations: Calculate requirements for thermal expansion of piping systems and for selecting and designing expansion joints, loops, and swing connections.
2. Anchor Details: Detail fabrication of each anchor indicated. Show dimensions and methods of assembly and attachment to building structure.
3. Alignment Guide Details: Detail field assembly and attachment to building structure.
4. Schedule: Indicate type, manufacturer's number, size, material, pressure rating, end connections, and location for each expansion joint.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each type of expansion joint to include in operation and maintenance manuals.

1.6 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 MOTORS

A. Motor Requirements, General:

1. Content includes motors for use on alternating-current power systems of up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.
2. Comply with requirements in this Section except when stricter requirements are specified in equipment schedules or Sections.
3. Comply with NEMA MG 1 unless otherwise indicated.

B. Motor Characteristics:

1. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 100 ft above sea level.
2. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

C. Single-Phase Motors:

1. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
2. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
3. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of

motor insulation. Thermal-protection device will automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION

3.1 INSTALLATION OF EXPANSION JOINTS - GENERAL

A. Install expansion joints of sizes matching sizes of piping in which they are installed.

3.2 INSTALLATION OF PACKED EXPANSION JOINTS

A. Install packed expansion joints with packing suitable for fluid service.

3.3 ADJUSTING

A. After installation, calibrate meters according to manufacturer's written instructions.

B. Adjust faces of meters and gauges to proper angle for best visibility.

END OF SECTION 23 05 00

SECTION 23 07 13

DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulating the following duct services:
   1. Indoor, exposed supply and outdoor air.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

   1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
   2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
   3. Detail application of field-applied jackets.
   4. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or craft training program.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers are to be marked with the manufacturer's name, appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.

1. All Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

2.2 INSULATION MATERIALS

A. Products do not contain asbestos, lead, mercury, or mercury compounds.

B. Foam insulation materials do not use CFC or HCFC blowing agents in the manufacturing process.

C. Glass-Fiber Blanket: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 450 deg F in accordance with ASTM C411. Comply with ASTM C553, Type II, and ASTM C1290, Type II with factory-applied vinyl jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.3 ADHESIVES

A. Materials are compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Materials are compatible with insulation materials, jackets, and substrates.

C. Vapor-Retarder Mastic, Water Based, Interior Use: Suitable for indoor use on below ambient services.
1. Water-Vapor Permeance: Comply with ASTM C755, Section 7.2.2, Table 2, for insulation type and service conditions.
2. Service Temperature Range: Minus 20 to plus 180 deg F.

2.4 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Materials are compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: Aluminum.

B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Materials are compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: White.

2.5 FIELD-APPLIED JACKETS

A. Field-applied jackets comply with ASTM C921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Adhesive: As recommended by jacket material manufacturer.
2. Color: White.

2.6 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C1136.

1. Width: 3 inches.
2. Thickness: 11.5 mils.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C1136.

1. Width: 3 inches.
2. Thickness: 6.5 mils.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.7 SECUREMENTS

A. Bands:

1. Stainless Steel: ASTM A240/A240M, Type 304; 0.015 inch thick, 1/2 inch wide with wing seal.
2. Aluminum: ASTM B209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal.

B. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

    a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
    b. Spindle: Aluminum, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
    c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

    a. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
    b. Spindle: Nylon, 0.106-inch-diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
    c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.

D. Wire: 0.062-inch soft-annealed, stainless steel.

2.8 CORNER ANGLES

A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC in accordance with ASTM D1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum in accordance with ASTM B209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with Contract Documents.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.

3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

3.4 PENETRATIONS

A. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC AND POLYOLEFIN INSULATION

A. Comply with manufacturer's written installation instructions and ASTM C1710.

B. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Square and Rectangular Ducts and Plenums:

1. Provide 1/4 inch more per side for a tight, compression fit.
2. Cut sheet insulation with the following dimensions:

    a. Width of duct plus 1/4 inch, one piece.
    b. Height of duct plus 1/4 inch, plus thickness of insulation, two pieces.
    c. Width of duct plus 1/4 inch, plus two times the thickness of insulation, one piece.

3. Insulate the bottom of the duct with the sheet from (a) above, then the sides with the two sheets from (b) above, and finally the top of the duct with the sheet from (c) above.
4. Insulation without self-adhering backing:

    a. Apply 100 percent coverage of manufacturer adhesive on the metal surface, then the insulation, except for the last 1/4 inch where sheets will butt together.
    b. Roll sheet down into position.
    c. Press two sheets together under compression and apply adhesive at the butt joint to seal the two sheets together.

5. Insulation with self-adhering backing:

    a. Peel back release paper in 6- to 8-inch increments and line up sheet.

b. Press firmly to activate adhesive.
c. Align material and continue to line up correctly, pressing firmly while slowly removing release paper.
d. Allow 1/4-inch overlap for compression at butt joints.
e. Apply adhesive at the butt joint to seal the two sheets together.

6. Insulate duct brackets following manufacturer's written installation instructions.

3.6 INSTALLATION OF GLASS-FIBER AND MINERAL-WOOL INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

B. Comply with manufacturer's written installation instructions.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to side and bottom surfaces of rectangular ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
b. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
c. Do not overcompress insulation during installation.
d. Impale insulation over pins and attach speed washers.
e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.

6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

C. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    c. Do not overcompress insulation during installation.
    d. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

    a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
2. Embed glass cloth between two 0.062-inch-thick coats of lagging adhesive.
3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch-wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

D. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless steel bands 12 inches o.c. and at end joints.

3.8 FINISHES

A. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

B. Color: Final color as selected by Owner. Vary first and second coats to allow visual inspection of the completed Work.

C. Do not field paint aluminum or stainless steel jackets.

3.9 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, exposed supply and outdoor air.

B. Items Not Insulated:

1. Fibrous-glass ducts.

2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.
5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.10 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Exposed, rectangular, supply-air duct insulation is one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Glass-Fiber Blanket: 1-1/2 inches thick and 0.75 lb/cu. ft. nominal density.
3. Glass-Fiber Board: 1-1/2 inches thick and 2 lb/cu. ft. nominal density.
4. Mineral Wool Blanket: 1-1/2 inches thick and 4 lb/cu. ft. nominal density.
5. Mineral Wool Board: 1-1/2 inches thick and 4-lb/cu. ft. nominal density.
6. Polyolefin: 1 inch thick.

3.11 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor's option.

B. Exposed, rectangular, supply-air duct insulation is one of the following:

1. Glass-Fiber Blanket: 2 inches thick and 0.75 lb/cu. ft. nominal density.
2. Glass-Fiber Board: 2 inches thick and 2 lb/cu. ft. nominal density.
3. Mineral Wool Blanket: 2 inches thick and 4 lb/cu. ft. nominal density.
4. Mineral Wool Board: 2 inches thick and 4 lb/cu. ft. nominal density.

3.12 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Exposed:

1. PVC: 20 mils thick.
2. Aluminum, Smooth: 0.016 inch thick.
3. Painted Aluminum, Smooth: 0.016 inch thick.
4. Stainless Steel, Type 304: 0.010 inch thick.

3.13 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches:

1. Aluminum, Smooth: 0.024 inch thick.
2. Painted Aluminum, Smooth: 0.024 inch thick.
3. Stainless Steel, Type 304: 0.016 inch thick.

END OF SECTION 23 07 13

SECTION 23 09 23.12

CONTROL DAMPERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rectangular control dampers with insulated blades.

1.2 DEFINITIONS

A. DDC: Direct digital control.

B. RMS: Root-mean-square value of alternating voltage, which is the square root of the mean value of the square of the voltage values during a complete cycle.

C. Thermal Efficiency Ratio (E): Comparison of a tested damper's thermal performance against a v-groove blade reference damper. A damper with the same thermal efficiency as the reference damper would have an E value of 0 percent, while a damper that is 4 times as efficient would have an E value of 200 percent.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Rectangular control dampers with insulated blades.

B. Product Data Submittals: For each damper and actuator.

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories indicating process operating range, accuracy over range, control signal over range, default control signal with loss of power, calibration data specific to each unique application, electrical power requirements, and limitations of ambient operating environment, including temperature and humidity.
3. Product description with complete technical data, performance curves, and product specification sheets.
4. Installation instructions, including factors affecting performance.

C. Shop Drawings:

1. Include plans, elevations, sections, and details.

2. Include details of product assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

D. Delegated Design Submittals:

1. Schedule and design calculations for control dampers and actuators, including the following:

a. Unique designation for each damper/actuator assembly.
b. Service/application.
c. Damper assembly size.
d. Damper assembly weight, including actuator(s).
e. Damper and actuator action (modulating or two position).
f. Flow at project design and minimum flow conditions.
g. Face velocity at project design and minimum airflow conditions.
h. Pressure drop across damper at project design and minimum airflow conditions.
i. AMCA 500D damper installation arrangement used to calculate and schedule pressure drop, as applicable to installation.
j. Maximum close-off pressure.
k. Leakage airflow at maximum system pressure differential (fan close-off pressure).
l. Damper torque required at worst-case condition for sizing actuator.
m. Actuator selection indicating torque provided.
n. Actuator fail-safe position on loss of power and loss of signal.
o. Remarks listing special requirements.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plan drawings and corresponding product installation details, drawn to scale, on which the following items are indicated and coordinated with each other, using input from installers of the items involved:

1. Product installation location indicated in relationship to room, duct, and equipment.
2. Size and location of wall access panels for control dampers and actuators installed behind walls.
3. Size and location of ceiling access panels for control dampers and actuators installed above inaccessible ceilings.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For control dampers.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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. ASHRAE 62.1 Compliance: Applicable outdoor ventilation requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

D. Code Compliance: Comply with governing energy code.

E. Ground Fault: Properly ground products to prevent failing due to ground fault conditions.

F. Backup Power Source: Serve control-damper actuators from a backup power source where associated with systems and equipment served by a backup power source.

G. Environmental Conditions: For actuators not available with integral enclosures complying with requirements indicated, house in protective secondary enclosures complying with requirements.

H. Selection Criteria:

1. Multi-Blade Damper Configuration: As follows unless otherwise indicated on Drawings:

a. Two-Position Control: Opposed or parallel.

2. Pressure and Temperature: Control dampers suitable for operating conditions encountered by the application:

a. Supply Air: -40 degrees F.

3. Fail-Safe Positions: As follows unless otherwise indicated on Drawings:

a. Supply Air: Close.

4. Select dampers with smooth and stable operation throughout full range of operation over varying pressures and temperatures encountered.

5. Sizing: See Drawings.

2.2 RECTANGULAR CONTROL DAMPERS WITH INSULATED BLADES

A. General Requirements:

1. Factory assemble multiple damper sections to provide a single damper assembly of size required by the application.

a. Include multisection damper assemblies with intermediate reinforcing where required between individual sections being joined together. Construct reinforcing of same material (aluminum, galvanized steel, stainless steel) as damper frame.

2. Factory install actuator(s) as integral part of damper assembly. Coordinate, with damper manufacturer, field requirements for actuators, such as type, fail-safe position, power supply, location, and mounting requirements.

B. Thermally Insulated Rectangular Control Dampers with Aluminum Airfoil Blades and Frames:

1. Acceptable product shall be TAMCO Series 9000 Thermally Insulated Damper, as manufactured by T. A. Morrison & Co., Inc.

2. Dampers shall be AMCA rated for Leakage Class 1A at 1 in w.g. (0.25 kPa) static pressure differential. Standard air leakage data to be certified under the AMCA Certified Ratings Program.

a. Pressure Rating: Damper close-off pressure equal to fan shutoff pressure with a maximum blade deflection of 1/180 of blade length.
b. Temperature: Minus 40 to plus 212 deg F.
c. Velocity: Up to 1000 fpm.

3. Dampers shall be custom made to required size, with blade stops not exceeding 1.25 inches in height. The blade stop shall be a continuous and integral part of the head/sill. Welded and caulked blade stops shall not be acceptable.

4. Installation of dampers must be in accordance with TAMCO's current installation guidelines, provided with each damper shipment.

5. Field supplied intermediate structural support is required to resist applied pressure loads for dampers that consist of two or more sections in both height and width. (See TAMCO Aluminum Damper Installation Guidelines.)

6. Dampers shall be installed in the following manner: Flanged to Duct.

7. Construction:

a. Frame:

1) Extruded aluminum (6063-T5) damper frame shall not be less than 0.080 inches in thickness. Damper frame shall be 4 inches deep x 1 inch, with duct mounting flanges on both sides of frame. Damper frame shall have a 2 inch mounting flange on the rear of the damper, when installed as Extended Rear Flange install type. Frame to be assembled using zinc-plated steel mounting fasteners. Welded frames shall not be acceptable.

b. Blades:

1) Blades shall be maximum 6 inch deep extruded aluminum (6063-T5) air-foil profiles with a minimum wall thickness of 0.06 inches. Blades shall be internally insulated with expanded polyurethane foam and shall be thermally

broken. Complete blade shall have an insulating factor of R-2.29. All blades shall be symmetrically pivoted.

c. Seals:

1) Blades: Blade seals shall be extruded EPDM, secured in an integral slot within the aluminum blade extrusions and shall be mechanically fastened to prevent shrinkage and movement over the life of the damper. Adhesive or clip-on type blade seals will not be approved.

2) Frames: Frame seals shall be extruded silicone, secured in an integral slot within the aluminum frame extrusions and shall be mechanically fastened to prevent shrinkage and movement over the life of the damper. Metallic compression type jamb seals will not be approved.

d. Axles:

1) Hexagonal control shaft shall be 7/16 inch. It shall have an adjustable length and shall be an integral part of the blade axle. A field-applied control shaft shall not be acceptable. All parts shall be zinc-plated steel.

e. Bearings:

1) Bearings shall be a dual bearing system composed of a Celcon inner bearing (fixed around a 7/16 inch aluminum hexagon blade pivot pin), rotating within a polycarbonate outer bearing inserted in the frame. Single axle bearing, rotating in an extruded or punched hole shall not be acceptable. Bearings are to be maintenance-free, requiring no lubrication.

f. Linkage:

1) Linkage hardware shall be aluminum and corrosion-resistant zinc-plated steel, installed in the frame side, out of the airstream, and accessible after installation. Linkage hardware shall be complete with cup-point trunnion screws to prevent linkage slippage and a Celcon bearing between moving parts to reduce wear and increase longevity. Linkage that consists of metal rubbing metal will not be approved.

2.3 GENERAL CONTROL-DAMPER ACTUATORS REQUIREMENTS

A. Select actuators to operate related damper(s) with sufficient reserve power to provide smooth modulating action or two-position action and proper speed of response at velocity and pressure conditions to which the damper is subjected.

B. Select actuators with sufficient power and torque to close off against the maximum system pressures encountered. Actuators are to be sized to close off against the fan shutoff pressure as a minimum requirement.

C. The total damper area operated by an actuator is not to exceed 80 percent of manufacturer's maximum area rating.

D. Provide one actuator for each damper assembly where possible. Operate multiple actuators required to drive a single damper assembly in unison.

E. Avoid the use of excessively oversized actuators, which could overdrive and cause linkage failure when the damper blade has reached either its full open or closed position.

F. Use jackshafts and shaft couplings in lieu of blade-to-blade linkages when driving axially aligned damper sections.

G. Provide mounting hardware and linkages for connecting actuator to damper.

H. Select actuators to fail-safe in desired position in the event of a power failure.

2.4 ELECTRIC AND ELECTRONIC CONTROL-DAMPER ACTUATORS

A. Source Limitations: Obtain electric and electronic control-damper actuators from single manufacturer.

B. Type: Motor operated, with or without gears, electric and electronic.

C. Voltage:

1. Voltage selection is delegated to professional designing control system.
2. Actuator to deliver torque required for continuous uniform movement of controlled device from limit to limit when operated at rated voltage.
3. Actuator to function properly within a range of 85 to 120 percent of nameplate voltage.

D. Construction:

1. Less Than 100 W: Fiber or reinforced nylon gears with steel shaft, copper alloy or nylon bearings, and pressed-steel enclosures.
2. 100 up to 400 W: Gears ground steel, oil immersed, shaft-hardened steel running in bronze, copper alloy, or ball bearings. Operator and gear trains are to be totally enclosed in dustproof cast-iron, cast-steel, or cast-aluminum housing.
3. Greater Than 400 W: Totally enclosed reversible induction motors with auxiliary hand crank and permanently lubricated bearings.

E. Local Field Adjustment: Make spring-return actuators easily switchable from fail-safe open to fail-safe closed in the field without replacement.

F. Local Manual Override: Provide gear-type actuators with an external manual adjustment mechanism to allow manual positioning of the damper when the actuator is not powered.

G. Two-Position Actuators: Single direction, spring return or reversing type.

H. Fail-Safe:

1. Where indicated, provide actuator to fail-safe to an end position.
2. Internal spring-return mechanism to drive controlled device to an end position (open or close) on loss of power.

I. Integral Overload Protection:

1. Provide against overload throughout the entire operating range in both directions.

2. Electronic overload, digital rotation sensing circuitry, mechanical end switches, or magnetic clutches are acceptable methods of protection.

J. Damper Attachment:

1. Unless otherwise required for damper interface, provide actuator designed to be directly coupled to damper shaft without need for connecting linkages.
2. Attach actuator to damper drive shaft in a way that ensures maximum transfer of power and torque without slippage.
3. Bolt and setscrew method of attachment is acceptable only if provided with at least two points of attachment.

K. Temperature and Humidity:

1. Temperature: Suitable for operating temperature range encountered by application with minimum operating temperature range of minus 20 to plus 120 deg F.
2. Humidity: Suitable for humidity range encountered by application; minimum operating range is to be from 5 to 95 percent relative humidity, noncondensing.

L. Enclosure:

1. Suitable for ambient conditions encountered by application.
2. NEMA 250, Type 2 or Type 4 for indoor and protected applications.

M. Stroke Time:

1. Select operating stroke time to be compatible with equipment and system operation, and as follows.

    a. Operate damper from fully closed to fully open position within 90 seconds.
    b. Move damper to fail-safe position within 30 seconds.

2. For actuators operating in smoke-control and other life-safety systems, comply with governing code and NFPA requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for dampers and instruments installed in duct systems to verify actual locations of connections before installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONTROL-DAMPER APPLICATIONS

A. Select from damper types indicated to achieve performance requirements and characteristics indicated while subjected to full range of system operation encountered.

B. Rectangular Control Dampers with Insulated Blade Applications:

1. Supply Air: Rectangular dampers with insulated aluminum airfoil blades 1 in w.g. maximum air pressure and 1000 fpm maximum air velocity.

3.3 INSTALLATION, GENERAL

A. Furnish and install products required to satisfy most stringent requirements indicated.

B. Properly support dampers and actuators, tubing, wiring, and conduit to comply with requirements indicated. Brace all products to prevent lateral movement and sway or a break in attachment when subjected to a seismic, wind, or other forces common to the application.

C. Provide ceiling, floor, roof, and wall openings, and sleeves required by installation. Before proceeding with drilling, punching, or cutting, check location first for concealed products that could potentially be damaged. Patch, flash, grout, seal, and refinish openings to match adjacent condition.

D. Seal penetrations made in fire-rated and acoustically rated assemblies.

E. Fastening Hardware:

1. Wrenches, pliers, or other tools that will cause injury to or mar surfaces of rods, nuts, and other parts are prohibited for assembling and tightening nuts.
2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
3. Lubricate threads of bolts, nuts, and screws with graphite and oil before assembly.

F. Install products in locations that are accessible and that will permit calibration and maintenance from floor, equipment platforms, or catwalks. Where ladders are required for Owner's access, confirm unrestricted ladder placement is possible under occupied condition.

3.4 CONTROL DAMPERS

A. Install smooth transitions, not exceeding 30 degrees, to dampers larger or smaller than adjacent duct. Install transitions as close to damper as possible but at distance to avoid interference and impact to performance. Consult manufacturer for recommended clearance.

B. Clearance:

1. Locate dampers for easy access and provide separate support of dampers that cannot be handled by service personnel without hoisting mechanism.

C. Service Access:

1. Install dampers and actuators to be accessible for visual inspection and service.

D. Install dampers straight and true, level in all planes, and square in all dimensions.

E. Install supplementary structural reinforcement for large multiple-section dampers if factory-furnished support alone cannot handle loading.

F. Attach field-installed actuator(s) to damper drive shaft.

G. For duct-mounted and equipment-mounted dampers installed outside of equipment, install a visible and accessible indication of damper position from outside.

3.5 IDENTIFICATION

A. Install engraved phenolic nameplate with damper identification on damper.

3.6 ELECTRICAL CONNECTIONS

A. Install electrical power to field-mounted control devices requiring electrical power.

B. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.

C. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.

3.7 CONTROL CONNECTIONS

A. Install control signal wiring to field-mounted control devices.

3.8 CLEANING

A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from exposed surfaces.

3.9 STARTUP

A. Control-Damper Checkout:

1. Check installed products before continuity tests, leak tests, and calibration.
2. Check dampers for proper location and accessibility.
3. Verify that control dampers are installed correctly for flow direction.
4. Verify that proper blade alignment, either parallel or opposed, has been provided.
5. Verify that damper frame attachment is properly secured and sealed.
6. Verify that damper actuator and damper linkage attachment are secure.
7. Verify that actuator wiring is complete, enclosed, and connected to correct power source.
8. Verify that damper blade travel is smooth and unobstructed throughout operating range.

3.10 ADJUSTMENT, CALIBRATION, AND TESTING

A. Stroke and adjust control dampers following manufacturer's recommended procedure, from 100 percent open to 100 percent closed back to 100 percent open.

B. Check and document open and close cycle times for applications with a cycle time of less than 90 seconds.

END OF SECTION 23 09 23.12

SECTION 23 31 13

METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Sealants and gaskets.
3. Hangers and supports.

B. Related Requirements:

1. Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraint devices and installation.
2. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
3. Section 233116 "Nonmetal Ducts" for fibrous-glass ducts, thermoset fiber-reinforced plastic ducts, thermoplastic ducts, PVC ducts, and concrete ducts.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.
3. Seismic-restraint devices.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.

C. Delegated Design Submittals:

1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. AWS D9.1/D9.1M, "Sheet Metal Welding Code," for duct joint and seam welding.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and with performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Airstream Surfaces: Surfaces in contact with airstream comply with requirements in ASHRAE 62.1.

C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Startup."

D. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

E. Duct Dimensions: Unless otherwise indicated, all duct dimensions indicated on Drawings are inside clear dimensions and do not include insulation or duct wall thickness.

2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

1. Construct ducts of galvanized sheet steel unless otherwise indicated.

2. For ducts exposed to weather, construct of **Type 304** stainless steel indicated by manufacturer to be suitable for outdoor installation.

B. Transverse Joints: Fabricate joints in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. For ducts with longest side less than 36 inches, select joint types in accordance with Figure 2-1.

C. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials are to be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A653/A653M.

1. Galvanized Coating Designation: G60.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A36/A36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch-minimum diameter for lengths 36 inches or less; 3/8-inch-minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets are to be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 3 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10 inch wg, positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.

C. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

2.5 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Galvanized-steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A603.

D. Steel Cable End Connections: Galvanized-steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

F. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless Steel Ducts: Stainless steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.

B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install ducts in maximum practical lengths with fewest possible joints.

D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

J. Install heating coils, cooling coils, air filters, dampers, and all other duct-mounted accessories in air ducts where indicated on Drawings.

K. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation.

L. Elbows: Use long-radius elbows wherever they fit.

1. Fabricate 90-degree rectangular mitered elbows to include turning vanes.
2. Fabricate 90-degree round elbows with a minimum of three segments for 12 inches and smaller and a minimum of five segments for 14 inches and larger.

M. Branch Connections: Use lateral or conical branch connections.

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCTWORK EXPOSED TO WEATHER

A. All external joints are to have secure watertight mechanical connections. Seal all openings to provide weatherproof construction.

B. Construct ductwork to resist external loads of wind, snow, ice, and other effects of weather. Provide necessary supporting structures.

C. Single Wall:

1. Ductwork is to be galvanized steel.

a. If duct outer surface is uninsulated, protect outer surface with suitable paint. Paint materials and application requirements are specified in Section 099113 "Exterior Painting."

2. Where ducts have external insulation, provide weatherproof aluminum jacket. See Section 230713 "Duct Insulation."

3.4 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

3.5 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints. Coordinate with Section 230548 "Vibration and Seismic Controls for HVAC."

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.6 DUCTWORK CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.7 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Duct system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.8 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

B. Use duct cleaning methodology as indicated in NADCA ACR.

C. Use service openings for entry and inspection.

1. Provide openings with access panels appropriate for duct static-pressure and leakage class at dampers, coils, and any other locations where required for inspection and cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

D. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

E. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

F. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans in accordance with NADCA ACR. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents in accordance with manufacturer's written instructions after removal of surface deposits and debris.

3.9 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated below.

B. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:

1. Ducts Connected to Constant-Volume Air-Handling Units:

a. Pressure Class: Positive 2-inch wg.
b. Minimum SMACNA Seal Class: B.
c. SMACNA Leakage Class for Rectangular: 4.

C. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel.

D. Elbow Configuration:

1. Rectangular Duct - Requirements for Different Velocities: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Velocity 1000 fpm or Lower:

1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
2) Mitered Type RE 4 without vanes.

E. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

a. Rectangular Main to Rectangular Branch: 45-degree entry.
b. Rectangular Main to Round Branch: Conical spin in.

END OF SECTION 23 31 13

SECTION 23 31 16

NONMETAL DUCTS

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. Fibrous-glass ducts and fittings.
2. HDPE duct and fittings.

B. Related Requirements:

1. Section 233113 "Metal Ducts" for single- and double-wall, rectangular and round ducts.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Fibrous-glass duct materials.
2. HDPE duct materials.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Duct layout indicating sizes and pressure classes.
3. Elevation of top of ducts.
4. Dimensions of main duct runs from building grid lines.
5. Fittings.
6. Reinforcement and spacing.
7. Seam and joint construction.
8. Penetrations through fire-rated, smoke-rated, and other partitions.
9. Fire and smoke damper locations.
10. Equipment installation based on equipment being used on Project.
11. Hangers and supports, including methods for duct and building attachment, seismic restraints, and vibration isolation.

C. Delegated-Design Submittal: For nonmetal ducts, signed and sealed by a qualified professional engineer.

1. Duct materials and thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports and seismic restraints.

1.4 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Data: Certificates, for nonmetal ducts, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

B. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Hanger and Support Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for steel hangers and supports.
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum hangers and supports.

1.6 WARRANTY

A. Warranty: Manufacturer agrees to repair or replace components of ductwork system that fail in material or workmanship within specified warranty period.

1. Warranty Period, Nonmetal Duct System: 10 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including duct closure, reinforcements, and hangers and supports, shall comply with the following and with the Works' performance requirements and design criteria:

1. SMACNA's "Fibrous Glass Duct Construction Standards."
2. Static-Pressure Classes:

a. Supply Ducts (Upstream from Air Terminal Units): 2-inch wg.

B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1, Section 5.4 - "Airstream Surfaces."

C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

D. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

E. NFPA Compliance:

1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."

2.2 FIBROUS-GLASS DUCTS AND FITTINGS

A. Fibrous-Glass Duct Materials: Resin-bonded fiberglass, faced on the outside surface with fire-resistive FSK vapor retarder and with a smooth fiberglass mat finish on the air-side surface.

1. Duct Board: Factory molded into rectangular boards.
2. Temperature Limits: 40 to 250 deg F inside ducts; 150 deg F ambient temperature surrounding ducts.
3. Maximum Thermal Conductivity: 0.24 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
4. Moisture Absorption: Not exceeding 5 percent by weight at 120 deg F and 95 percent relative humidity for 96 hours when tested according to ASTM C1104/C1104M.
5. Acoustical Performance: Conform to sound absorption coefficients listed in NAIMA AH116.
6. Permeability: 0.02 perm maximum when tested according to ASTM E96/E96M, Procedure A.
7. Antimicrobial Agent: Compound shall be tested for efficacy by an NRTL, and registered by the EPA for use in HVAC systems.
8. Noise-Reduction Coefficient: 0.65 minimum when tested according to ASTM C423, Mounting A.
9. Fire/Smoke Resistance: Duct material shall comply with UL 181, Class 1, maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested by an NRTL according to ASTM E84.
10. Required Markings: EI stiffness rating, UL label, and other markings required by UL 181 on each full sheet of duct board.

B. Closure Materials:

1. Contractor’s choice.

C. Fabrication:

1. Comply with: SMACNA's "Fibrous Glass Duct Construction Standards," Ch. 3, "Specifications and Closure," and Ch. 4, "Fittings and Connections" for the following:

a. Joints, seams, transitions, elbows, and branch connections.

b. Reinforcements, including channel and tie rod reinforcement materials, spacing, and fabrications.

2. Fabricate 90-degree mitered elbows to include turning vanes.

D. Reinforcements: Comply with requirements in SMACNA's "Fibrous Glass Duct Construction Standards," Ch. 5, "Reinforcement" for channel- and tie-rod reinforcement materials, spacing, and fabrication.

2.3 HDPE DUCT AND FITTINGS

A. Source Limitations: Obtain HDPE duct system components from single manufacturer.

B. Description: Complete HDPE underground duct system consisting of factory-manufactured components to suit duct layout configuration including straight round duct, elbows, fitting clamps, gaskets, bolts, sealant, and other components required for a complete underground ductwork system.

C. Duct and Fittings:

1. Material:

a. Closed-cell recyclable HDPE plastic.
b. Does not emit VOCs.
c. Leakage: Air leakage testable, exceeding SMACNA Leakage Class 3 requirements at system design static pressure.
d. Thermal Distribution Efficiency: Inherent R-10 equivalent thermal insulation efficiency without using a separate insulation layer, tested in accordance with NSF P374 protocol and verified by an NSF thermal testing report.
e. Resistant to mildew, mold, and rust.
f. Remains stable, without cracking, when subjected to underground stresses and strains.
g. Rated for maximum 10-inch wg positive pressure and maximum rated 2-inch wg negative pressure.
h. Surface-Burning Characteristics: Flame-spread index of 200 or less when tested in accordance with ASTM E84.
i. Flood Plain Elevation: Tested to withstand 8-foot water column pressure for seven days with no leakage.

D. Joining Materials:

1. Flanged Ductwork: Join with stainless steel bolts and water- and UV-resistant copolymer adhesive caulking sealant.
2. Unflanged Ductwork:

a. Clamps: Polyethylene clamps with stainless steel plates and stainless steel screws.
b. Gaskets: Butyl rubber gaskets, minimum 0.25 inch thick.

2.4 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Zinc-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables: ASTM A603, galvanized-steel cables with end connections made of zinc-plated-steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

F. Trapeze and Riser Supports: Steel shapes complying with ASTM A36/A36M.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install duct sections in maximum practical lengths with fewest possible joints.

C. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

D. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

E. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

F. Install ducts with a minimum clearance of 1 inch, plus allowance for insulation thickness.

G. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

H. Where ducts pass through non-fire-rated interior partitions and exterior walls, and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges. Overlap openings on four sides by at least 1-1/2 inches.

I. Install heating coils, cooling coils, air filters, dampers, and all other duct-mounted accessories in air ducts where indicated on Drawings.

J. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation.

K. Elbows: Use long-radius elbows wherever they fit.

1. Fabricate 90-degree rectangular mitered elbows to include turning vanes, and 90-degree round elbows with a minimum of three segments for 12 inches and smaller and a minimum of five segments for 14 inches and larger.

L. Branch Connections: Use lateral or conical branch connections.

M. Install fibrous-glass ducts and fittings to comply with SMACNA's "Fibrous Glass Duct Construction Standards."

N. Install HDPE ducts, fittings, and components to comply with manufacturer's written installation instructions. Installer to complete manufacturer's installation training prior to installation.

3.2 HANGER AND SUPPORT INSTALLATION

A. Install hangers and supports for fibrous-glass ducts and fittings to comply with SMACNA's "Fibrous Glass Duct Construction Standards," Ch. 6, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

1. Duct System Cleanliness Tests:

a. Visually inspect duct system to ensure that no visible contaminants are present.
b. Test sections of fibrous-glass duct system chosen randomly by Owner for cleanliness according to "Method 2 Protocol."

2. Duct system will be considered defective if it does not pass tests and inspections.
3. Prepare test and inspection reports.

3.4 DUCT CLEANING

A. Clean duct system(s) before testing, adjusting, and balancing.

B. Use service openings for entry and inspection.

1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch duct as recommended by duct manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.

C. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

D. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

E. Mechanical Cleaning Methodology:

1. All duct cleaning shall be performed according to NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of ducts or duct accessories.
4. Clean fibrous-glass duct with HEPA vacuuming equipment; do not permit duct to get wet. Replace fibrous-glass duct that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.

5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for washdown procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removing surface deposits and debris.

3.5 DUCT SCHEDULE

A. Outdoor Ducts and Fittings:

1. Provide suitable external surface protection as recommended by manufacturer.

B. Underground Ducts:

1. Provide suitable external surface protection as recommended by manufacturer.
2. HDPE Round Ducts and Fittings: Drain as recommended by manufacturer.

END OF SECTION 23 31 16

SECTION 23 34 00

HVAC FANS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fans, centrifugal, inline - square.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

a. Construction details, material descriptions, dimensions of individual components and profiles, and finishes for fans.
b. Rated capacities, furnished specialties, and accessories for each fan.
c. Fans:

1) Certified fan performance curves with system operating conditions indicated.
2) Certified fan sound-power ratings.
3) Fan construction and accessories.
4) Motor ratings and electrical characteristics, plus motor and electrical accessories.
5) Fan speed controllers.

d. Material thickness and finishes, including color charts.
e. Dampers, including housings, linkages, and operators.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.
4. Design Calculations: Calculate requirements for selecting vibration isolators and for designing vibration isolation bases.

C. Delegated Design Submittal: For vibration isolation, supports, and seismic restraints indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Design Calculations: Calculate requirements for selecting vibration isolators, supports, seismic restraints, and for designing vibration isolation bases.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Floor plans showing fan rooms and fan system layouts, reflected ceiling plans, and other drawings required to illustrate relationships between components and adjacent structural and mechanical elements. Show support locations, type of support, and weight on each support. Indicate and certify field measurements.

B. Seismic Qualification Data: Certificates, for fans, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Startup service reports.

D. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fans and ventilators, include the following:

1. Operation in normal and emergency modes.
2. Operation and maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective coverage for storage and identified with labels describing contents.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

B. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of unit components.

2.2 FANS, CENTRIFUGAL, INLINE - SQUARE

A. Source Limitations: Obtain square inline centrifugal fans from single manufacturer.

B. Description: Square-housing in-line centrifugal fans.

C. Standards: Comply with UL 705.

D. Housing:

1. Housing Material: Galvanized steel.
2. Housing Coating: None.
3. Housing Construction: Side panels are to be easily removable for service. Include inlet and outlet flanges, and support bracket adaptable to floor, side wall, or ceiling mounting.

E. Direct-Drive Units: Motor mounted in airstream, factory wired to disconnect switch located on outside of fan housing.

F. Fan Wheels: Aluminum airfoil blades welded to aluminum hub.

G. Accessories:

1. Access for Inspection, Cleaning, and Maintenance: Comply with requirements in ASHRAE 62.1.

2.3 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230500 "Common Work Results for HVAC."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install fans level and plumb.

B. Disassemble and reassemble units, as required for moving to the final location, in accordance with manufacturer's written instructions.

C. Lift and support units with manufacturer's designated lifting or supporting points.

D. Equipment Mounting:

1. Comply with requirements for vibration isolation and seismic-control devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."

E. Install units with adequate clearances for service and maintenance.

F. Label fans in accordance with requirements specified in Section 230553 "Identification for HVAC Piping and Equipment."

3.2 DUCTWORK CONNECTIONS

A. Where installing ducts adjacent to fans, allow space for service and maintenance.

3.3 ELECTRICAL CONNECTIONS

A. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.

B. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.

3.4 CONTROL CONNECTIONS

A. Install control and electrical power wiring to field-mounted control devices.

3.5 STARTUP SERVICE:

A. Perform startup service.

1. Complete installation and startup checks in accordance with manufacturer's written instructions.
2. Verify that shipping, blocking, and bracing are removed.
3. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
4. Verify that cleaning and adjusting are complete.
5. For direct-drive fans, verify proper motor rotation direction and verify fan wheel free rotation and smooth bearing operation.
6. For belt-drive fans, disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
7. Adjust belt tension.
8. Adjust damper linkages for proper damper operation.
9. Verify lubrication for bearings and other moving parts.
10. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
11. Disable automatic temperature-control operators, energize motor and confirm proper motor rotation and unit operation, adjust fan to indicated rpm, and measure and record motor voltage and amperage.
12. Shut unit down and reconnect automatic temperature-control operators.
13. Remove and replace malfunctioning units and retest as specified above.

3.6 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Lubricate bearings.

3.7 CLEANING

A. After completing system installation and testing, adjusting, and balancing and after completing startup service, clean fans internally to remove foreign material and construction dirt and dust.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

1. Fan Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
2. Test and adjust controls and safeties.
3. Fans and components will be considered defective if they do not pass tests and inspections.
4. Prepare test and inspection reports.

3.9 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain HVAC fans.

END OF SECTION 23 34 00

SECTION 26 00 10

SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. The work under this division includes furnishing all materials, equipment, labor, supervision, tools, and testing necessary to implement a complete and operable electrical installation for this project as shown on the Electrical Drawings and specified herein.

B. Related Work Described Elsewhere: Where other divisions require electrical materials or installations comply with all applicable requirements herein. Provide all electrical materials and installation work required to connect, test, and operate equipment required by other divisions. Electrical installations required by other divisions but not shown on the electrical drawings shall be provided.

C. Warranty: The Contractor shall guarantee all work installed under this specification and make good, repair, or replace at his own expense, any defective work, materials, or parts within one year after final acceptance, if, in the opinion of the Owner or Engineer, said defect is due to imperfection in material, design or workmanship.

1.2 SUBMITTALS

A. Approval of equipment, fixtures, methods, etc. proposed as alternates to those called for in the plans may be obtained by the following process. Consideration of alternate equipment shall be solely at the discretion of the Engineer. No alternates to the plans and specifications will be accepted except those given prior approval as follows:

1. Any and all proposed alternate equipment, fixtures, methods, etc. must be submitted for approval not less than ten (10) days prior to bid due date. Submittals shall be equivalent to those required for review as noted in Part B below.
2. After review of the submittals the Engineer will determine the acceptability of alternate proposals. All acceptable alternates will be made known to prospective contractors through the means of communication deemed best by the Engineer.

B. Submit all materials and equipment for review. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment as follows:

1. Submit schematics and connection diagrams for all electrical equipment. A manufacturer’s standard connection diagram or schematic showing more than one scheme of connection will not be accepted unless it is clearly marked to show the intended connections. Sequence of operations shall be worded to indicate the progression of operation of all pushbuttons, limit switches, relays, solenoids, and all other control devices.
2. Equipment and materials descriptive literature not readily cross-referenced with the drawings or specification shall be identified by a suitable notation.

3. Sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
4. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies.
5. The Contractor shall submit for the Engineer's review for compliance with the construction documents prior to any purchase of items: materials, equipment, devices (including outlets and switches), conduit and wire, and fixtures proposed to be incorporated within the work. Items judged by the Engineer to be in non-conformance may be rejected.

C. Review: The review of a manufacturer's name or product does not relieve the Contractor of the responsibility for providing materials and equipment that comply in all details with the requirements of the contract documents. The Contractor shall be solely responsible for submitting materials at such a time to allow a minimum of two weeks for the Engineer's review.

D. Submit as-built drawings and complete O&M manuals within 30 days of project completion.

1. Prepare operations and maintenance manuals for all electrical equipment installed on this project.
2. Provide table of contents at front of manual indicating general content of each section. Provide index for each section of the manual with complete equipment catalog item or identification.
3. The information and diagrams included must be on the specific equipment installed for this project. General "product line" information is not acceptable. The equipment model and catalog numbers with appropriate prefixes and suffixes must be clearly indicated on the data sheets. Manuals shall contain shop drawings, schematic and wiring diagrams (showing all external connections), parts lists, and operating and maintenance information. Any modifications to equipment in the field shall be updated on the drawings, diagrams, etc., to reflect the "as-built" conditions.
4. A record shall be made during the progress of the project indicating the work as actually installed. Corrections and changes shall be kept up to date at all times on a separate set of record drawings kept at the job site for review. Mark-ups may be schematic as related to interior raceway systems.

1.3 REGULATIONS

A. These specifications are minimum requirements and shall govern except where made more stringent by other Sections of this specification or local, state, and federal laws or regulations. Where conflict between drawings, specifications, codes or standards occurs, the more stringent requirement shall govern. No extra compensation for such compliance will be allowed.

B. Submission of proposal is considered evidence that the Contractor is proficient and experienced, and knowledgeable of all standards, codes, ordinances, permits and regulations affecting their work.

1.4 REFERENCE STANDARDS

A. NECA 1, Standard Practice of Good Workmanship in Electrical Construction

B. NECA 200, Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites

C. NECA 90, Recommended Practice for Commissioning Building Electrical Systems

D. NFPA 70, National Electrical Code

E. NFPA 101, Life Safety Code

F. NFPA 110, Standard for Emergency and Standby Power Systems

G. NFPA 820, Standard for Fire Protection in Wastewater Treatment and Collection Facilities

1.5 PERMITS, INSPECTIONS, AND UTILITY CONNECTIONS

A. The Contractor shall obtain all necessary permits and shall pay all fees in connection with all permits, inspections, and approval by the proper authorities in the local jurisdiction of such work.

B. Approving Authority: It is the Contractor's responsibility to ascertain and contact the appropriate "Approving Authorities" for this project. Approving Authorities will include, but not be limited to, the electrical inspector and the Fire Marshal having jurisdiction.

C. Certificate of Inspection: Obtain a Certificate of Electrical Inspection from the local inspecting authority indicating final acceptance. Submit to the Owner upon completion of the project as part of project closeout.

D. Safety Measures to be Taken: The Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work. The Contractor will be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Engineer to conduct construction observations of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

1.6 DRAWINGS AND SPECIFICATIONS

A. Intent: The Electrical Drawings and specifications are intended to include all labor and materials necessary to provide a complete and operating facility. Any materials shown and called for on the drawings but not mentioned in the specifications, or vice versa, which are necessary for the proper completion of the installation or operation of the equipment, shall be furnished the same as if specifically called for in both. By submitting a bid, the Contractor is acknowledging that they have made a thorough examination of the contract documents, existing site conditions, and has determined that these documents and conditions do sufficiently describe the scope of construction work required under this contract. Any questions regarding the interpretation of the contract documents shall be made in writing in a timely manner prior to the bid date to allow reasonable time for resolution of the questions.

B. Diagrammatic Drawings: The Electrical Drawings are diagrammatic and do not show exact or complete raceway and wiring configurations, routing, or the necessary number and types of raceway fittings or pull boxes. Provide all labor and materials required to execute the work

C. The Contractor may choose to obtain CAD file versions of the drawings to assist in documentation (i.e. occupancy sensor layouts, etc.).

1.7 CLEARANCES

A. Equipment: Maintain working clearances around electrical equipment as required for proper maintenance and operations, as required by N.E.C.

1.8 TEMPORARY POWER

A. Power for welding machines, terrazzo grinders, and other high-current drawings machines will not be supplied. Each contractor will be required to supply his own portable power source for these machines.

B. Temporary building services required for occupied areas not under construction shall comply with N.E.C. Service Capacity shall be adequate to ensure continuity of building operations.

C. The contractor shall include the following facilities in the temporary power and lighting service for the entire project:

1. Utilize the existing electrical distribution system for temporary power connections to bypass equipment slated for replacement.
2. Provide temporary distribution equipment as required and provide temporary generator on-site as required for electric service during the electric service transitional time.
3. Provide an average maintained level of not less than 1fc in the path of egress. Provide not less than 100 watt incandescent or 26 watt compact fluorescent lamps in corridors and similar traffic ways, spaced not more than 25 feet apart, and provide two (2) lamps at each stairway or ladder landing.
4. For general use of power hand tools and task lighting, provide temporary 4-gang outlets so that each area of work can be reached with a 100’-0” extension cord. Provide separate, 120v, 20-amp circuit for each 4-gang. All temporary receptacles shall be GFCI protected as required by the N.E.C.

D. Complete installation shall be in compliance with all applicable codes. Electrical Contractor’s bid will allow removal and salvage for any temporary power & lighting when it is no longer required.

1.9 COORDINATION

A. The Contractor will not be paid for work requiring reinstallation due to lack of coordination prior to installation such as removing and replacing, relocating, cutting, patching or finishing. Special attention is called to the following items, and all conflicts shall be coordinated prior to installation:

- Lift Station

- Air Compressors
- Sump Pump
- Standby Distribution Panel replacement

1. All electrical outlets, raceways and other electrical outlets and equipment are installed to avoid conflict with grilles, pipes, sprinkler heads, ducts and other mechanical equipment.

2. Electrical outlets and equipment are to be installed in proper relation to cabinets, counters, doors, and other Architectural appurtenances.

3. Electrical characteristics (HP, KVA, voltage, phase, fusing, overload protection) of actual equipment furnished under other divisions being different from that shown on the electrical drawings.

B. Coordinate all outages with mechanical and DOC personnel. Sequence all work to minimize outages.

C. Coordinate with DOC personnel to provide access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

1.10 ABBREVIATIONS AND DEFINITIONS

A. DOC: Department of Corrections

B. Provide: To furnish and install.

C. Wiring: Raceway, conductors and connections.

D. Exposed: Visible from occupied areas.

E. Install: To set in position and make fully operational.

F. Furnish: Purchase and deliver to the job site.

G. Required: As required by code, authority having jurisdiction or contract documents for the system and/or installation to be fully operational.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Material and equipment shall be furnished new.

B. All electrical equipment shall be Listed to applicable standards by a Nationally Recognized Testing Laboratory (NTRL) as recognized by OSHA, such as UL, CSA, ETL, FM, TUV, etc. The material and equipment shall be correspondingly Labeled with a mark authorized by the NTRL.

C. Material and equipment shall meet all applicable federal specifications.

D. Products shall be from established manufacturers regularly engaged in making the type of materials to be provided and complete with all parts, accessories, trimmings, connections, etc. reasonably incidental thereto as specified in detail or as described in the manufacturer's catalog. All equipment shall be properly cleaned, adjusted, and put in complete working order ready for service.

E. All packaged equipment shall be completely factory-wired prior to delivery to the job site. Connection to and bonding of this equipment is required under this Division of the specifications.

1. The Contractor shall check all prewired controls before energizing to verify that all internal wiring is properly coordinated to the voltage to be applied.
2. The general equipment requirement shall apply to all equipment furnished under this Division.

F. Make all necessary provisions for storing materials and equipment at the site so as to insure the quality and fitness of the items to be incorporated in the work. Equipment shall be stored to prevent damage and corrosion.

PART 3 - EXECUTION

3.1 INTERRUPTION OF EXISTING ELECTRICAL SERVICE

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify owner no fewer than 14 days in advance of the proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Owner's written permission.

3.2 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. The Contractor shall implement cooperation with other trades by his reference to the mechanical drawings and other Sections of the specifications for work by other trades and to be carried on simultaneously or sequentially with the electrical work. This requirement is to facilitate construction to proceed with no harm to the Owner due to the absence of cooperation. All other drawings and sections of the specification shall become part of the electrical specifications as they relate to electrical work.

B. The Contractor shall verify equipment dimensions to ensure dimensional compatibility.

C. The Contractor shall provide at all times services of one or more experienced superintendents in charge of all required personnel.

D. No work shall be covered or enclosed until work is tested in accordance with applicable Codes and regulations and successful tests are witnessed and approved by authorized inspection authority.

E. The contractor shall do all cutting and patching necessary for the installation of electrical work.

1. Cutting or patching shall not impair the strength or function of work being cut (i.e. structural members shall not be weakened and holes through exterior walls and ground floor shall be waterproofed). Use rotary type drilling tools and concrete cutting saws to cut concrete and masonry walls. Do not use torches for cutting steel. No structural members shall be cut without prior approval of the Architect / Engineer.

F. Where sleeves are installed, they shall pass entirely through the floor, wall, ceiling or partition. Sleeves in walls or partitions shall be finished flush on both sides, and sleeves in floors shall be 2" above finished floor level. Appropriately sized Schedule 40 steel pipe or ¼" thick rolled steel plate shall be used for sleeves through floors.

G. All conduit penetration through floors, footings, and/or foundations shall be sealed to prevent transfer of water, heat and smoke to other floors. Use grout mixture if through concrete or seal with Duxseal if passed through a sleeve.

H. Cable tray penetrations through rated walls shall be closed with Listed firestopping systems using removable intumescent stuffing bags. All associated backing material and caulk shall be provided for a complete rated assembly.

I. The Contractor shall be responsible for repairs and finish of all holes placed for conduit if such holes are placed after general construction is completed.

J. Direct connections between rough-in box, or conduit stub, and special equipment shall be made with flexible conduit.

K. All excavation, backfilling, and concrete work shall conform to the respective Sections of these specifications.

L. Mounting heights unless otherwise noted shall be from the finished floor to the bottom of the device box.

Switches	3'-6"
Receptacles	1'-4"
Wall Mounted Exit Lights	8'-0"
Panelboards, Motor starters, disconnects	4'-0" to center

M. Circuits for different types of signals shall be run in separate conduits (i.e. 120V, 4-20 mA, thermocouple, and pulse circuits shall be grouped in their own system conduits).

N. The contractor shall be responsible for providing all conduit and wiring for the interconnections of mechanical equipment. The contractor should refer to the mechanical drawings and specifications to determine work of this kind.

3.3 TESTS

A. During the course of construction, conduct the following tests on the electrical installation:

1. Check motors for proper rotation.
2. Documented testing of the standby generator and ATS after installation of Standby Panel upgrades.
3. Test for ground faults and short circuits in all wiring and electrical equipment installed.
4. Test list station controls for proper operation.
5. Test air compressors and control for proper operation.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore the original fire-resistance rating of the assembly.

3.5 PAINTING

A. Touch up electrical equipment with factory-finished surfaces as required using factory-furnished paint. Coordinate field painting requirements with the Owner prior to final trim and cover installation. Do not paint screw heads, hinges, nameplates, hardware, etc. All surface-mounted raceways in finished areas will be painted to match existing adjacent finishes.

3.6 CLEANING

A. Daily remove from the site all debris and rubbish accumulations as a result of the electrical installation. Upon completion of the project, dispose of all debris and rubbish and leave manholes, and electrical equipment rooms broom clean. Clean the interiors of all cabinets, pull boxes and equipment enclosures.

B. Vacuum and wipe down all electrical equipment

3.7 CONSTRUCTION OBSERVATION AND FINAL ACCEPTANCE

A. Site Review: On-site meetings or reviews of construction by the Engineer shall not be construed as acceptance by these parties as related to quantities, rough-in locations, and compliance with code enforcing authorities.

B. Testing: The Contractor shall test all wiring and all electrical equipment to verify absence of grounds and short circuits and verify proper operation, rotation, and phase relationship. Contractor will be responsible for scheduling of tests and demonstrations at times mutually acceptable to the Owner. All equipment shall be demonstrated to operate in accordance with the requirements of this specification and the manufacturer's recommendations. Operate every device manually and automatically in accordance with its purpose. Tests shall be performed in the presence of the Owner or his designated representative. All instruments and personnel required to conduct the test shall be provided by the Contractor. Any test not witnessed by the Owner shall be waived by written document. All such documents must become the property of the Owner upon completion of construction.

3.8 INSTRUCTION FOR OWNER’S PERSONNEL

A. Scope: Following initial operation of all electrical equipment and prior to acceptance of the electrical

work, conduct demonstrations of equipment operation and instruction periods for the Owner's representatives.

B. Instruction Periods: Shall include preliminary discussion and presentation of information from maintenance manuals with appropriate references to drawings, followed by tours of equipment spaces explaining maintenance requirements, access methods, servicing and maintenance procedures, settings, and available system and equipment adjustments.

C. Contractor's representatives, in general, who conduct these instructions and demonstrations shall be qualified foremen or superintendents acquainted with this project and from the trade involved. For major equipment, the representative shall be the manufacturer's representatives with operating experience and substantial design experience on this project. Their qualifications shall be submitted to the Architect and Engineer before conducting the instruction period.

D. Scheduling of Instruction Periods: Provide notice of Contractor's readiness to conduct such instruction and demonstration periods to the Owner at least two weeks prior to each instruction period and reach an agreement on the date of each instruction period.

E. Prepare a written statement of acceptance for the Owner's signature. The statement shall be substantially as follows:

"I (the Contractor) have thoroughly tested each of the following systems and have proved their normal operation to the Owner's representative and have instructed them in the operation and maintenance thereof."

Owner's System	**Demonstrator**	**Representative**	**Date**
Electrical Distribution			
Standby Generator & ATS			
Lift Station Controls			
Air Compressors			
Air Compressor Controls			
Exhaust Fan Control			

Owner's Representative Date

Electrical Contractor Date

F. Send copies of this acceptance to the Architect and the Engineer and place one copy in each maintenance manual.

3.9 FINAL ACCEPTANCE

A. The Contractor shall submit to the Architect a Project Closeout Form (form at end of this section) properly filled out prior to the time final acceptance of the electrical work is requested. At this time also submit copies of final inspection certificates and receipts for loose materials (spare wiring devices, fuses, etc.) turned over to the Owner.

JOB CLOSEOUT FORM

1. Electrical Inspector's Final Acceptance:

   ☐ Copy of certificate attached.

   ☐ Transmitted previously to _____

   Date

2. As-Built Drawings:

   ☐ Attached

   ☐ Transmitted previously to _____

   Date

3. O & M Manuals

   ☐ Attached

   ☐ Transmitted previously to_____

   Date

4. Spare Parts:

   ☐ Delivered to _____

   Date

5. Testing and Owner Training:

   ☐ Copy of written certification attached.

   ☐ Transmitted previously to _____

   Date

The work is complete in accordance with the contract documents and authorized changes except for the following (attach a separate sheet):

_____

General Contractor Date

END OF SECTION 26 00 10

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Connectors and splices.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Copper building wire.
2. Connectors and splices.

B. Product Schedule: Indicate type, use, location, and termination locations.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated or 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. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

D. Conductor Insulation:

1. Type THHN and Type THWN-2. Comply with UL 83.

2. Type XHHW-2. Comply with UL 44.

2.2 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.

B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.
2. Type: One hole with long barrels.
3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders:

1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:

1. Copper:

a. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway or Type XHHW-2, single conductors in raceway.

B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

C. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION, GENERAL

A. Complete raceway installation between conductor and cable termination points in accordance with Section 260533.13 "Conduits for Electrical Systems" prior to pulling conductors and cables.

B. 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.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening 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 and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch of slack.

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.

3.6 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.

2. Perform each of the following visual and electrical tests:

a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
b. Test bolted connections for high resistance using one of the following:

1) A low-resistance ohmmeter.
2) Calibrated torque wrench.
3) Thermographic survey.

c. Inspect compression-applied connectors for correct cable match and indentation.
d. Inspect for correct identification.
e. Inspect cable jacket and condition.
f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
g. Continuity test on each conductor and cable.
h. Uniform resistance of parallel conductors.

B. Cables will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 05 19

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Support systems.
2. Mounting, anchoring, and attachment components.
3. Installation of fabricated metal supports.

1.2 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.
b. Clamps.
c. Hangers.

2. Include rated capacities and furnished specialties and accessories.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

PART 2 - PRODUCTS

2.1 SUPPORT SYSTEMS

A. Steel Slotted Support Systems:

1. Standard Features: Performed steel channels and angles with minimum 13/32 inches diameter holes at a maximum of 8 inches on center in at lease one surface.

a. Referenced Standard: MFMA-4 factory-fabricated components for field assembly.
b. Material for Channel, Fittings, and Accessories: Galvanized steel
c. Channel Width: Selected for applicable load criteria

d. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

B. Conduit and Cable Support Devices:

1. Standard Features: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit:

1. Standard Features: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have numbers, size, and shape or conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints:

1. Standard Features: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.

2.2 MOUNTING, ANCHORING, AND ATTACHMENT COMPONENTS

A. Powder-Actuated Fasteners:

1. Standard Features: Threaded-steel, stud, for use in hardened portland cement concrete

B. Mechanical-Expansion Anchors:

1. Standard Features: Insert-wedge-type, zinc-coated or stainless steel, for use in hardened portland cemented concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials were used.

C. Concrete Inserts:

1. Standard Features: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.

D. Clamps for Attachment to Steel Structural Elements:

1. Standard Features: MSS SP-58 units are suitable for attached structural element.

E. Through Bolts:

1. Standard Features: Structural type, hex-head, and high strength. Comply with ASTM F3125/F3125, Grade A325.

F. Toggle Bolts:

1. Standard Features: Stainless steel springhead type.

G. Hanger Rods:

1. Standard Features: Threaded steel.

PART 3 - EXECUTION

3.1 SELECTION OF HANGERS AND SUPPORTS

A. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as required by NFPA 70. Minimum rod size must be 1/4 inch in diameter.

B. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF HANGERS AND SUPPORTS

A. Comply with manufacturer's published instructions.

B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:

1. Electrical Construction: ICC IBC, IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
2. Hot Work: NFPA 51B.
3. Work in Confined Spaces: NFPA 350.
4. Installation of Steel Conduit: NECA NEIS 101.

C. Special Installation Techniques:

1. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT IMC, and ERMC may be supported by openings through structure members, in accordance with NFPA 70.
2. 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 must be weight of supported components plus 200 lb.
3. 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:

a. To Wood: Fasten with lag screws or through bolts.
b. To New Concrete: Bolt to concrete inserts.

c. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
d. To Existing Concrete: Expansion anchor fasteners.
e. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inch thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inch thick.
f. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts or Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
g. To Light Steel: Sheet metal screws.
h. 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 by means that comply with seismic-restraint strength and anchorage requirements.

4. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

D. Interfaces with Other Work:

1. Provide vibration and seismic controls with hangers and supports.
2. Touching Finishes:

a. 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.

1) Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

b. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

3. Installation of Fabricated Metal Supports:

a. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
b. Field Welding: Comply with AWS D1.1/D1.1M. Submit welding certificates.

END OF SECTION 26 05 29

SECTION 26 05 33.13

CONDUITS FOR ELECTRICAL SYSTEMS

1.1 SUMMARY

A. Section Includes:

1. Type EMT-S duct raceways and elbows.
2. Type ERMC-S duct raceways, elbows, couplings, and nipples.
3. Type IMC duct raceways.
4. Type LFMC-S duct raceways.
5. Fittings for conduit, tubing, and cable.
6. Joint compounds.
7. Solvent cements.

B. Related Requirements:

1. Section 26 05 19 "Low-Voltage for Electrical Power Conductors and Cables" specifies nonmetallic underground conduit with conductors (Type NUCC).
2. Section 26 05 29 "Hangers and Supports for Electrical Systems" specifies conduit hangers and supports referenced by this Section.
3. Section 26 05 53 "Identification for Electrical Systems" specifies electrical equipment labels.

1.2 REFERENCES

A. Abbreviations and Acronyms for Electrical Raceway Types:

1. EMT: Electrical metallic tubing.
2. ENT: Electrical nonmetallic tubing.
3. ERMC-S: Steel electrical rigid metal conduit.
4. ERMC-S-PVC: PVC-coated-steel electrical rigid metal conduit.
5. ERMC-SS: Stainless steel electrical rigid metal conduit.
6. FMC: Flexible metal conduit.
7. FMT: Steel flexible metallic tubing.
8. FNMC: Flexible nonmetallic conduit. See "LFNC."
9. IMC: Steel electrical intermediate metal conduit.
10. LFMC: Liquidtight flexible metal conduit.
11. LFMC-S: Steel liquidtight flexible metal conduit.
12. LFNC: Liquidtight flexible nonmetallic conduit.
13. RGS: See ERMC-S-G.
14. RMC: See ERMC.

B. Definitions:

1. Conduit: A structure containing one or more duct raceways.
2. Direct Buried: Installed underground without encasement in concrete or other protective material.

3. Duct Bank: An arrangement of conduit providing one or more continuous duct raceways between two points.
4. Duct Raceway: A single enclosed raceway for conductors or cable.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product

1. Type EMT-S duct raceways and elbows.
2. Type ERMC-S duct raceways, elbows, couplings, and nipples.
3. Type IMC duct raceways.
4. Type LFMC-S duct raceways.
5. Fittings for conduit, tubing, and cable.
6. Joint compounds.

B. Sustainable Design Submittals:

1. Solvent cements.

PART 2 - PRODUCTS

2.1 TYPE EMT DUCT RACEWAYS AND ELBOWS

A. Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

a. UL CCN FJMX; including UL 797.

2. Standard Features:

a. Material: Steel.
b. Exterior Coating: Zinc
c. Interior Coating: Zinc
d. Minimum Trade Size: Metric designator 16 (trade size 1/2)

2.2 TYPE ERMC DUCT RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

a. UL CCN DYIX; including UL 6.

2. Standard Features:

a. Exterior Coating: Zinc.
b. Interior Coating: Zinc with organic top coating
c. Minimum Trade Size: Metric designator 16 (trade size 1/2)

2.3 TYPE IMC DUCT RACEWAYS

A. Steel Intermediate Metal Conduit (IMC):

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

a. UL CCN DYBY; including UL 1242.

2. Standard Features:

a. Exterior Coating: Zinc
b. Interior Coating: Zinc with organic top coating
c. Minimum Trade Size: Metric designator 16 (trade size 1/2)

2.4 TYPE LFMC DUCT RACEWAYS

A. Steel Liquidtight Flexible Metal Conduit (LFMC-S):

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

a. UL CCN DXHR; including UL 360.

2. Standard Features:

a. Material: Steel.
b. Minimum Trade Size: Metric designator 16 (trade size ½)

2.5 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Duct Fittings for Hazardous (Classified) Locations:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

a. UL CCN EBMB; including UL 1203.

B. Fittings for Type ERMC and Type IMC:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

    a. UL CCN DWTT; including UL 514B.

2. Standard Features:

    a. Material: Steel
    b. Coupling Method: Compression coupling, Raintight compression coupling with distinctive color gland nut.
    c. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.

C. Fittings for Type EMT Duct Raceways:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

    a. UL CCN FKAV; including UL 514B.

2. Standard Features:

    a. Material: Steel
    b. Coupling Method: Compression coupling , Raintight compression coupling with distinctive color gland nut.
    c. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.

D. Fittings for Type LFMC Duct Raceways:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

    a. UL CCN DXAS; including UL 514B.

2.6 JOINT COMPOUNDS

A. Electrically Conductive Corrosion-Resistant Compound for Threaded Conduit:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

    a. UL CCN FOIZ; including UL Subject 2419.

PART 3 - EXECUTION

3.1 SELECTION OF CONDUITS FOR ELECTRICAL SYSTEMS

A. Unless more stringent requirements are specified in the Contract Documents or manufacturer's published instructions, comply with NFPA 70 for selection of duct raceways. Consult Architect for resolution of conflicting requirements.

B. Indoors:

1. Hazardous Classified Locations: IMC
2. Exposed and Subject to Severe Physical Damage: ERMC-S
3. Exposed and Subject to Physical Damage: ERMC-S
4. Exposed and Not Subject to Physical Damage: EMT-S
5. Damp or Wet Locations: ERMC-S
6. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC

C. Duct Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.

1. ERMC and IMC: Provide threaded-type fittings unless otherwise indicated.

3.2 INSTALLATION OF CONDUITS FOR ELECTRICAL SYSTEMS

A. Comply with manufacturer's published instructions.

B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:

1. Electrical Construction: ICC IBC, ICC IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
2. Electrical Safety: NFPA 70E.
3. Grounding and Bonding: NECA NEIS 331 and Article 250 of NFPA 70.
4. Life Safety and Means of Egress Work: NFPA 101.
5. Emergency and Standby Power Work: NFPA 110, NFPA 111, and NECA NEIS 416.
6. Work in Confined Spaces: NFPA 350.
7. Type EMT-S: Article 358 of NFPA 70 and NECA NEIS 101.
8. Type ERMC-S: Article 344 of NFPA 70 and NECA NEIS 101.
9. Type IMC: Article 342 of NFPA 70 and NECA NEIS 101.
10. Type LFMC: Article 350 of NFPA 70 and NECA NEIS 101.
11. Expansion Fittings: NEMA FB 2.40.

C. Special Installation Techniques:

1. General Requirements for Installation of Duct Raceways:

a. Complete duct raceway installation before starting conductor installation.
b. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft above finished floor.

c. Install no more than the equivalent of three 90-degree bends in a conduit run. Support within 12 inches of changes in direction.
d. Make bends in duct raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
e. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
f. Support conduit within 12 inches of enclosures to which attached.
g. Install duct sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed duct raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install duct sealing fittings in accordance with NFPA 70.
h. Install devices to seal duct raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of duct raceways at the following points:

    1) Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
    2) Where an underground service duct raceway enters a building or structure.
    3) Conduit extending from interior to exterior of building.
    4) Conduit extending into pressurized duct raceway and equipment.
    5) Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
    6) Where otherwise required by NFPA 70.

i. Do not install duct raceways or electrical items on rotating equipment.
j. Do not install conduits within 2 inches of the bottom side of a metal deck roof.
k. Keep duct raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal duct raceway runs above water and steam piping.
l. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
m. Install pull wires in empty duct raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb tensile strength. Leave at least 12 inches of slack at both ends of pull wire. Cap underground duct raceways designated as spare above grade alongside duct raceways in use.
n. Install duct raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.

    1) Termination fittings with shoulders do not require two locknuts.

o. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts.

2. Types ERMC and IMC:

a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of duct raceway and fittings before making up joints. Follow compound manufacturer's published instructions.

3. Types LFMC:

a. Provide a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

4. Duct Raceway Terminations at Locations Subject to Moisture or Vibration:

a. Provide insulating bushings to protect conductors, including conductors smaller than 4 AWG.

5. Duct Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.

a. EMT: Provide compression fittings. Comply with NEMA FB 2.10.
b. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.

6. Expansion-Joint Fittings:

a. Install expansion fittings at locations where conduits cross building or structure expansion joints.

3.3 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finish with zinc-rich paint recommended by the manufacturer.
2. Repair damage to PVC coatings or paint finish with matching touchup coating recommended by the manufacturer.

END OF SECTION 26 05 33.13

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Labels.
2. Bands and tubes.
3. Tapes and stencils.
4. Tags.
5. Signs.
6. Cable ties.
7. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Labels.
2. Bands and tubes.
3. Tapes and stencils.
4. Tags.
5. Signs.
6. Cable ties.
7. Miscellaneous identification products.

B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Identification Schedule: For each piece of electrical equipment and electrical system components to be index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1.

B. Signs, labels, and tags required for personnel safety must comply with the following standards:

1. Safety Colors: NEMA Z535.1.
2. Facility Safety Signs: NEMA Z535.2.
3. Safety Symbols: NEMA Z535.3.
4. Product Safety Signs and Labels: NEMA Z535.4.
5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.

C. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, must comply with UL 969.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Warning Label Colors:

1. Identify system voltage with black letters on orange background.

B. Warning labels and signs must include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 3 FEET MINIMUM."

C. Equipment Identification Labels:

1. Black letters on white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.

C. Self-Adhesive Wraparound Labels: Preprinted, 3 mil thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over legend. Labels sized such that clear shield overlaps entire printed legend.
2. Marker for Labels:

a. Permanent, waterproof, black ink marker recommended by tag manufacturer.

D. Self-Adhesive Labels: Polyester, thermal, transfer-printed, 3 mil thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:

a. 1-1/2 by 6 inch for raceway and conductors.
b. 3-1/2 by 5 inch for equipment.
c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

A. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inch long, with diameters sized to suit diameters and that stay in place by gripping action.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at maximum of 200 deg F. Comply with UL 224.

2.5 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mil thick by 1 to 2 inch wide; compounded for outdoor use.

C. Tape and Stencil: 4 inch wide black stripes on 10 inch centers placed diagonally over orange background and are 12 inch wide. Stop stripes at legends.

D. Underground-Line Warning Tape:

1. Tape:

a. Recommended by manufacturer for method of installation and suitable to identify and locate underground electrical utility lines.
b. Printing on tape must be permanent and may not be damaged by burial operations.
c. Tape material and ink must be chemically inert and not be subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2. Color and Printing:

a. Comply with APWA Uniform Color Code using NEMA Z535.1 safety colors.

2.6 TAGS

A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

B. Nonmetallic Preprinted Tags: Polyethylene tags, color-coded for phase and voltage level, with factory screened permanent designations; punched for use with self-locking cable tie fastener.

C. Write-on Tags:

1. Polyester Tags: With corrosion-resistant grommet and cable tie for attachment.
2. Marker for Tags:
    a. Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.7 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4 inch grommets in corners for mounting.
3. Nominal Size: 7 by 10 inch.

B. Metal-Backed Butyrate Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396 inch galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.
2. 1/4 inch grommets in corners for mounting.
3. Nominal Size: 10 by 14 inch.

C. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.
2. Thickness:
    a. For signs up to 20 sq. inch, minimum 1/16 inch thick.
    b. For signs larger than 20 sq. inch, 1/8 inch thick.
    c. Engraved legend with black letters on white face.
    d. Punched or drilled for mechanical fasteners with 1/4 inch grommets in corners for mounting.
    e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 deg F in accordance with ASTM D638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 deg F.
4. Color: Black, except where used for color-coding.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. 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 PREPARATION

A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. System Identification for Raceways and Cables under 1000 V: Identification must completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

H. System Identification for Raceways and Cables over 1000 V: Identification must completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

J. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from floor.

K. Vinyl Wraparound Labels:

1. Secure tight to surface of raceway or cable at location with high visibility and accessibility.
2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to location and substrate.

L. Snap-Around Labels: Secure tight to surface at location with high visibility and accessibility.

M. Self-Adhesive Wraparound Labels: Secure tight to surface at location with high visibility and accessibility.

N. Self-Adhesive Labels:

1. Install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high label; where two lines of text are required, use labels 2 inch high.

O. Snap-Around Color-Coding Bands: Secure tight to surface at location with high visibility and accessibility.

P. Heat-Shrink, Preprinted Tubes: Secure tight to surface at location with high visibility and accessibility.

Q. Marker Tapes: Secure tight to surface at location with high visibility and accessibility.

R. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of 6 inch where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

S. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

T. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's instructions.

U. Underground Line Warning Tape:

1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 9 to 12 inches below finished grade. Use multiple tapes where width of multiple lines installed in common trench or concrete envelope exceeds 16 inch overall.
2. Install underground-line warning tape for direct-buried cables and cables in raceways.

V. Metal Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose cable ties.

W. Nonmetallic Preprinted Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose cable ties.

X. Write-on Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose cable ties.

Y. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on minimum 1-1/2 inch high sign; where two lines of text are required, use signs minimum 2 inch high.

Z. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high sign; where two lines of text are required, use labels 2 inch high.

AA. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high sign; where two lines of text are required, use labels 2 inch high.

BB. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Power-Circuit Conductor Identification, 1000 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels, self-adhesive

wraparound labels, snap-around labels, snap-around color-coding bands, or self-adhesive vinyl tape to identify phase.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50 ft maximum intervals in straight runs, and at 25 ft maximum intervals in congested areas.

D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with conductor or cable designation, origin, and destination.

E. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with conductor designation.

F. Auxiliary Electrical Systems Conductor Identification: Marker tape that is uniform and consistent with system used by manufacturer for factory-installed connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

G. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

H. Concealed Raceways and Duct Banks, More Than 1000 V, within Buildings: Apply floor marking tape to the following finished surfaces:

1. Floor surface directly above conduits running beneath and within 12 inch of floor that is in contact with earth or is framed above unexcavated space.
2. Wall surfaces directly external to raceways concealed within wall.
3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in building, or concealed above suspended ceilings.

I. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in direction of access to live parts. Workspace must comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

J. Instructional Signs: Self-adhesive labels, including color code for grounded and ungrounded conductors.

K. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive labels.

1. Apply to exterior of door, cover, or other access.
2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:

a. Power-transfer switches.
b. Controls with external control power connections.

L. Arc Flash Warning Labeling: Self-adhesive labels.

M. Operating Instruction Signs: Self-adhesive labels.

N. Equipment Identification Labels:

1. Indoor Equipment: Self-adhesive label.
2. Outdoor Equipment: Laminated acrylic or melamine sign.
3. Equipment to Be Labeled:

    a. Panelboards: Typewritten directory of circuits in location provided by panelboard manufacturer. Panelboard identification must be in form of self-adhesive, engraved, laminated acrylic or melamine label.
    b. Enclosures and electrical cabinets.
    c. Access doors and panels for concealed electrical items.
    d. Switchgear.
    e. Switchboards.
    f. Transformers: Label that includes tag designation indicated on Drawings for transformer, feeder, and panelboards or equipment supplied by secondary.
    g. Substations.
    h. Emergency system boxes and enclosures.
    i. Motor-control centers.
    j. Enclosed switches.
    k. Enclosed circuit breakers.
    l. Enclosed controllers.
    m. Variable-speed controllers.
    n. Push-button stations.
    o. Power-transfer equipment.
    p. Contactors.
    q. Remote-controlled switches, dimmer modules, and control devices.
    r. Battery-inverter units.
    s. Battery racks.
    t. Power-generating units.
    u. Monitoring and control equipment.
    v. UPS equipment.

END OF SECTION 26 05 53

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Panelboards.
2. Disconnecting and overcurrent protective devices.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" specifies additional abbreviations, definitions, submittals, qualifications, testing agencies, and other requirements applicable to the Work for electrical, communications, and electronic safety and security systems on Project, including wiring methods.
2. Section 260529 "Hangers and Supports for Electrical Systems" specifies concrete bases and supports for panelboards installed by this Section.
3. Section 260553 "Identification for Electrical Systems" specifies electrical equipment labels and warning signs installed by this Section.

1.2 DEFINITIONS

A. GFEP: Ground-fault equipment protection

B. MCCB: Molded-case circuit breaker.

C. VPR: Voltage protection rating.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. In addition to information identified in Section 013300 "Submittal Procedures," submit the following:

1. Power panelboards
2. Disconnecting and overcurrent protective devices.
3. Include materials, switching, and overcurrent protective devices, SPDs, accessories, and components indicated.
4. Include dimensions and manufacturer’s technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment:

1. Include dimensioned plans, elevations, sections, and details.

2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.
8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device. Include Internet link for electronic access to downloadable PDF of coordination curves.

C. Field Quality-Control Submittals:

1. Field quality-control reports.

1.4 INFORMATIONAL SUBMITTALS

A. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

B. Manufacturer's published instructions: Record copy of official installation and testing instructions issued to Installer by manufacturer for the following:

1. Recommended procedures for installing panelboards
2. Recommended torque settings for bolted connections on panelboards.
3. Recommended temperature range for energizing panelboards.

C. Field Reports:

1. Manufacturer's field reports for field quality-control support.
2. Field reports for voltage monitoring and adjusting.
3. Field reports for infrared scanning.

1.5 CLOSEOUT SUBMITTALS

A. Warranty documentation.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation in accordance with NECA 407.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 EQUIPMENT

A. Regulatory Requirements: Products or components 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.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Comply with NEMA PB 1.

D. Enclosures: Surface-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.

    a. Indoor Dry and Clean Locations: UL 50E, Type 1

2. Height: 7 ft maximum.
3. Finishes:

    a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    b. Back Boxes: Same finish as panels and trim.

E. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity

    a. Plating must run entire length of bus.
    b. Bus must be fully rated for entire length.

2. Interiors must be factory assembled into unit. Replacing switching and protective devices may not disturb adjacent units or require removing main bus connectors.
3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.

F. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Terminations must allow use of 75 deg C rated conductors without derating.
3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
4. Main and Neutral Lugs: Compression type, with lug on neutral bar for each pole in panelboard.

5. Ground Lugs and Bus-Configured Terminators: Compression type, with lug on bar for each pole in panelboard.
6. Feed-Through Lugs: Compression type suitable for use with conductor material.

G. Panelboard Short-Circuit Current Rating:

1. Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for 100 percent interrupting capacity.

a. Panelboards and overcurrent protective devices rated 240 V or less must have short-circuit ratings as shown on Drawings, but not less than 10 000 A(rms) symmetrical.
b. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V must have short-circuit ratings as shown on Drawings, but not less than 14 000 A(rms) symmetrical.

2.3 PANELBOARDS

A. UL QEUY - Distribution Panelboard:

1. Source Limitations: Obtain products from single manufacturer.
2. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:

a. Distribution Type Panelboards: UL CCN QEUY; including UL 67 and NEMA PB 1.

3. Standard Features:

a. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1) For doors more than 36 inches high, provide two latches, keyed alike.

b. Mains: Circuit breaker Lugs only.

1) Location: Top

c. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
d. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

4. Other Available Features Required by Project:
a. Feed-Through Lugs: Compression type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:

    a. Inverse time-current element for low-level overloads.
    b. Instantaneous magnetic trip element for short circuits.
    c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6 mA trip).
3. GFPE Circuit Breakers: Class B ground-fault protection (30 mA trip).
4. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240 V, single-pole configuration.
5. Subfeed Circuit Breakers: Vertically mounted.

2.5 MAINTENANCE MATERIAL ITEMS

A. Spare Parts: Furnish to Owner spare parts, for repairing panelboards and related equipment, that are packaged with protective covering for storage on-site and identified with labels describing contents. Include the following:

1. Keys: Two spares for each type of panelboard cabinet lock.

B. Special Tools: Furnish to Owner proprietary equipment, keys, and software required to operate, maintain, repair, adjust, or implement future changes to panelboards and related equipment, that are packaged with protective covering for storage on-site and identified with labels describing contents.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.

B. Receive, inspect, handle, and store panelboards in accordance with NECA 407.

C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.

D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's published instructions.

B. Reference Standards:

1. Panelboards: Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NECA 407.
2. Consult Engineer for resolution of conflicting requirements.

C. Special Techniques:

1. Equipment Mounting:

    a. Install floor-mounted panelboards on cast-in-place concrete equipment base(s).
    b. Attach panelboard to vertical finished or structural surface behind panelboard.

2. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
3. Provide mounting and anchoring devices.
4. Mount top of trim 7.5 ft finished floor unless otherwise indicated.
5. Mount panelboard cabinet plumb and rigid without distortion of box.
6. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
7. Install overcurrent protective devices and controllers not already factory installed.

    a. Set field-adjustable, circuit-breaker trip ranges.
    b. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver in accordance with manufacturer's published instructions.

8. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
9. Install filler plates in unused spaces.
10. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

D. Interfaces with Other Work:

1. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components.

B. Install warning signs.

C. Panelboard Nameplates: Label each panelboard with nameplate.

D. Device Nameplates: Label each branch circuit device in power panelboards with nameplate.

E. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles must be located on interior of panelboard door.

F. Breaker Labels: Faceplate must list current rating, UL and IEC certification standards, and AIC rating.

G. Circuit Directory:

1. Provide directory card inside panelboard door, mounted in transparent card holder.

a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.

2. Provide computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.

a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.

3. Create directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

3.4 FIELD QUALITY CONTROL

A. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA ATS, Paragraph 7.6 Circuit Breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
b. Instruments and Equipment:

1) Use infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

C. Nonconforming Work:

1. Panelboards will be considered defective if they do not pass tests and inspections.
2. Remove and replace defective units and retest.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.

END OF SECTION 26 24 16