



STATE OF ALASKA
Department of Corrections
Division of Administrative Services
802 3rd Street, Suite 224
Douglas, AK 99824

Request for Proposal

No. 260003135

Date of Issue: **February 5, 2026**

Project:
Spring Creek Correctional Center (SCCC), Kitchen Drain
Floor Repairs
Seward, Alaska

Bidders Are Not Required to Return This Form.

Michael Lim
Procurement Officer
Department of Corrections

John Gard
Project Manager
Department of Corrections

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State wage rates can be obtained at <http://labor.alaska.gov/lss/pamp600.htm>. Use the State rates that are in effect 10 days before Proposal Due Date. The Department will include a paper of the State wage rates in the signed Contract.

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

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STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSALS

For Construction Contract
Competitive Sealed Proposals AS 36.30.200(b)

**Spring Creek Correctional Center
(SCCC) APS Kitchen Drain Floor Repairs
Project No. 260003135**

Date February 5, 2026

Location of Project: Seward, Alaska
Contracting Officer: Michael Lim
Issuing Office: Department of Corrections
State Funded [] Federal Aid []

Description of Work:

This state funded project will include all materials, equipment, labor, lodging, supervision, permitting, plan review, design, and construction administration services for replacing the underground waste and drain piping, floor drains, trench drains, traps, clean outs, grease interceptors in the APS Building kitchen by a qualified and licensed contractor at the Spring Creek Correctional Center (SCCC) in Seward, Alaska.

The Engineer's Estimate is between **\$900,000 and \$1,100,000.**

All work shall be substantially complete by August 31, 2026. Final Completion by September 30, 2026

Proposers are invited to submit proposals consisting of a Price Proposal and a Technical Proposal (see Section 00022) in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Both Price Proposals and Technical Proposals must be received not later than 2:00 p.m. local time, at the office of the Administrative Services as indicated below on March 12, 2026. However, the Price Proposals will be publicly opened later, following evaluation and scoring of the Technical Proposals (see Sections 00021, 00022, and 00023).

SUBMISSION OF PROPOSALS

ALL PROPOSALS, INCLUDING ANY AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE DATE AND TIME STATED. PROPOSALS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

**Proposal for Project:
Spring Creek Correctional Center
SCCC APS Kitchen Drain Floor Repairs
Project No. 260003135**

ATTN:
State of Alaska
Department of Corrections
802 3rd Street, Rm 224
Douglas, Alaska 99824

OR

Submit a proposal via email to: doc.procurement@alaska.gov

Proposals, amendments, modifications or withdrawals transmitted by mail must be received by the department prior to the scheduled time of proposal opening. Hand-delivered Proposals, amendments, or withdrawals must be received by Michael Lim, Procurement Officer, Administrative Services, 802 3rd Street, Suite 220, Douglas, Alaska 99824, prior to the scheduled date and time specified. Proposals are not publicly opened therefore a public bid opening will not be held. A proposer sending a bid amendment or withdrawal via email must transmit its documentation to the Department at this email address: michael.lim@alaska.gov

A bid guaranty is required with each bid in the amount of 5% of the amount bid. (Alternate bid items as well as supplemental bid items appearing in the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) 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 PROPOSERS

Proposers are hereby notified that data to assist in preparing Proposals is available as follows:

Question pertaining to the project requirements and specifications should be in writing and received by the procurement officer no later than close of business March 6, 2026.

Michael Lim
Procurement Officer
Michael.lim@alaska.gov
Ph: (907) 465-6014
802 3rd Street, Suite 220
Douglas, Alaska 99824

Other Information:

DRAWINGS: The department is not publicly posting the project drawings. Bidders must email the procurement officer Michael.lim@alaska.gov and request the project drawings. Project drawings will be emailed to bidders in pdf format. Project drawings must be securely held by the bidder. 11 x 17 project drawings will be available upon request.

SCCC 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-PROPOSAL INSPECTION OF SITE MEETING: Pre-bid site visit is scheduled for February 20, 2026 at 11:00 a.m. local time (MANDATORY). Interested vendors must contact: Project Manager: John Gard, phone (907) 269-7391 to register for the inspections and submit the "Clearance Form" for the security sergeant to run a background check to allow access to the facility. The form must be filled out for everyone attending the site visit. Forms must be submitted 72 hours in advance. Clearance form is 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 facility access to the correctional facility and surrounding area must be controlled.

PROPRIETARY INFORMATION: Proposers should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

COST INCURRED PRIOR TO CONTRACT: Proposers are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by a Proposer in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

MINOR INFORMALITIES: The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

Reminder: Alaska Statute AS 36.30.210 requires all Proposers to have a valid Alaska Business License and an Alaska Contractor's Certificate of Registration prior to award. To qualify as an Alaska Offeror (bidder) under AS 36.30.321, an Offeror shall have a valid Alaska business license at the time designated in the request for proposals for opening of the proposals, shall meet the definition of AS 36.30.990 (2), and submit the required Section 00411 with their proposal.

PROPOSAL EVALUATION PROCEDURE

Proposals will be evaluated by a committee (2 AAC 12, Article 4). Scoring of proposals will be accomplished as follows

1.1 Each Evaluator will individually read and rate Proposer's response to each criterion, except for Alaska Bidde, (Offeror) Preference and Price Proposal as described under Evaluation Criteria (Section 00023). Ratings will be based solely on contents of proposals. Except as may be stated within any criterion description, a rating of "5" indicates the most responsive; ratings of "4-1" indicate progressively less responsiveness; and a rating of "0" indicates Non-responsive. Tie scores are permissible for evaluation criteria addressing schedule. Ratings are multiplied by the assigned weights for each criterion to obtain criterion scores.

1.2 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the Evaluation Criteria set forth in the RFP. Additional criteria may not be considered. (2 AAC 12.260(b)).

1.3 During the Evaluation Committee Meeting, Evaluators may discuss factual knowledge of, and may investigate Proposers' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

- a. Provide written recommendations to the Contracting Officer for consideration prior to contract award;
- b. Recommend suspension of the Proposer from consideration for award of the contract if there is probable cause for debarment (AS 36.30.635); or
- c. Conduct discussions in accordance with paragraph 1.4, below.

1.4 The Committee may decide to conduct discussions (or "interviews") with responsible Proposers whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). After discussions, Evaluators will determine the final scoring and ranking for award by evaluating written and oral responses using only the Evaluation Criteria set forth in the Project Manual. Additional criteria may not be considered. (2 AAC 12.260(b)).

1.5 The Contracting Agency will then open the Price Proposals in public and calculate scores for price in accordance with Section 00023.

1.6 All Proposers will be advised of the Proposer selected for award after completion of the evaluation process. A Notice of Intent to Award will be provided to all Offerors. TECHNICAL AND PRICE PROPOSALS WILL NOT BE DISCLOSED TO THE PUBLIC OR TO COMPETING OFFERORS UNTIL AFTER A NOTICE OF INTENT TO AWARD IS ISSUED.

(END OF SECTION 00021)

SUBMITTAL CHECKLIST

Competitive Sealed Proposals - AS 36.30.200(b)

Project: SCCC APS Kitchen Drain Floor Repairs

Project No. : 260003135

EXAMINATION OF WORK SITE AND RFP

- [] 1. Proposers are expected to examine carefully the site of the proposed work and the RFP Documents before submitting a proposal. The submission of a proposal shall be considered prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

PREPARATION OF PROPOSALS

- [] 2. Proposers must carefully review the RFP Documents for defects and questionable material and become familiar with submittal requirements before preparing proposals. Any explanation desired by Proposers regarding the meaning or interpretation of any of the project documents provided by the Contracting Agency must be requested in writing as indicated in the Request for Proposals (Document 00020). Substantive issues will be addressed in an addendum to all recipients on record as receiving the RFP Documents. Oral explanations or instructions given before the award of the contract will not be binding. Failure to comply with directions will result in lower score and may eliminate a submittal from consideration. **Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the contracting agency if the protest is not received in writing at least ten agency work days prior to the submittal deadline (2 AAC 12.615(a)).**
- [] 3. Review all parts of the RFP Documents, and then focus on the following documents: RFP, this Submittal Checklist, Evaluation Criteria, and the Proposal Forms.
- [] 4. Review the Evaluation Criteria. Read the criteria in each section in light of the proposed project as portrayed in the RFP Documents. Be aware of the assigned weight for each criterion. Plan your proposal to address the applicable criteria. All criteria Responses shall not exceed the number of pages stated below.
- [] 5. Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criterion. Acceptable Responses must be specific and directly related to the proposed project. Marketing brochures and photographs, federal standard forms 330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 6. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Section 00023**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation. Responses shall be presented on 8 ½" X 11" paper, except for a minimal number of larger sheets (e.g. 11"x17") that may be used for drawings & schedules if they are folded to 8½" x 11" size. Larger sheets will be counted as one page in the page count. **CAUTION:** small print or typeface that is difficult to read will negatively influence evaluation of your submittal.
- [] 7. Complete all entries on the Price Proposal Form (Section 00310) and Contractor's Technical Proposal (Section 00313). Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification.
- [] 8. Attach criteria Responses (**EXCEPT PRICE PROPOSAL**) to the Contractor's Technical Proposal (Section 00313). The maximum number of attached pages (each printed side equals one page) for criteria Responses shall not exceed: **10 pages**.

Page limit applies solely to the attachments to the Contractor's Technical Proposal form. CAUTION: Criteria Responses which exceed the maximum page limit or otherwise do not meet requirements stated herein, may result in disqualification.

PRICE PROPOSAL

- [] 9. Review the Price Proposal, Bid Schedule, and Bid Bond documents. Prepare a Price Proposal for all labor, materials, equipment and services necessary to complete the Work in the RFP Documents. Complete the three documents on the forms furnished, or copies thereof.
- [] 9.1 The Bid Schedule will provide for quotation of a price or prices for one or more contract items 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 proposed price for the work
- [] 9.2 Where required, Proposers must quote on all items and THEY ARE WARNED that failure to do so will disqualify them. When quotations on all items are not required, Proposers should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.
- [] 9.3 On unit price contracts Proposers 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.

- [] 9.4 When provided within the supplements to the bid schedule Proposers shall specify those Alaska Bidder, Product Preference and Alaska Veteran Owned Business preferences applicable to their proposal. All entries made by Proposers and designating applicable preferences must conform to the requirements of AS 36.30 and the instructions on the forms to warrant consideration.
- [] 9.5 Neither conditional nor alternative bids will be considered unless called for.
- [] 9.6 Unless specifically called for, telegraphic or telefacsimile bids will not be considered.
- [] 9.7 The Proposal forms must be signed with ink. If the Proposer is a corporation, the proposal shall be signed by an individual having authority to sign the contract. If the Proposer is a partnership, the proposal shall be signed by any authorized member of the partnership. If the Proposer is a sole proprietorship, the proposal shall be signed by the owner. Any erasure or change on the forms must be initialed by the person signing the proposal.

ACKNOWLEDGEMENT OF ADDENDA

- [] 10. The Price Proposal and Technical Proposal forms provide for acknowledgement individually of all Addenda to the RFP Documents. All addenda shall be acknowledged on these forms or by telegram prior to the scheduled time for submittal of proposals. If no addenda are received, the word "None" should be shown as specified.

REQUIRED DOCUMENTS

- [] 11. Submittals shall consist of the following applicable items assembled as follows and in the order listed. Proposals will not be considered if documents are not completely filled out. Telegraphic or telefacsimile submittals are NOT acceptable.
- [] 11.1 **Two (2)** copies of Contractor's Technical Proposal Form Section 00313 (at least one copy with original signature) with attached responses to all Evaluation Criteria [**EXCEPT PRICE PROPOSAL**]. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter other than the Contractor's Technical Proposal form will be included. If claiming Alaska Bidder (Offeror) Preference include the certification form (Section 004111). CAUTION: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 11.2 **One copy** of the Price Proposal (Section 00310), with the Bid Schedule (Section 00312), Alaska Products Preference Worksheet if claiming Alaska Products Preference (Section 00311), Alaska Veteran Preference Certification if claiming the Alaska Veteran Preference (Section 00415), and Bid Bond (Section 00410) attached, with one staple in the upper left corner. The Price Proposal, Bid Schedule and Bid Bond shall be enclosed together in a separate sealed envelope marked on the outside to identify it as **PRICE PROPOSAL** and with the names of the Project and Proposer.

DO NOT place your Technical Proposal Form (Section 00313) in the sealed price proposal envelope.

- [] 11.3 **CAUTION:** If you replicate (other than by photocopy) any form in the Project Manual in lieu of filling out forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration may be cause for rejection without recourse.

DELIVERY

- [] 12. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited on page 1 of the Request for Proposals. Do not include in the package any proposals or bids for other projects. **Mark the outside of the package** to identify the Project and the Proposer. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

WITHDRAWAL OR REVISION OF BIDS

- [] 13. A Proposer may withdraw or revise a proposal after it has been delivered to the Contracting Agency, provided that the request for such withdrawal or revision is received by the designated office, in writing, by email before the time set for submittal of proposals. If the Technical Proposal is to be changed, email the pages with changes to erin.messing@alaska.gov. If the Price Proposal is to be changed, email the revised Bid Schedule to the email listed above.

(END OF SECTION 00022)

EVALUATION CRITERIA

Competitive Sealed Proposals - AS 36.30.200(b)

Project: SCCC APS Kitchen Drain Floor Repairs

Project No. : 260003135

1. Project Understanding and Methodology

1. Weight: 20

Response must **demonstrate your comprehension of the project objectives, requirements and services**. Identify any pertinent issues and potential problems related to the project. Describe the proposed methodologies to overcome potential problems to achieve project success. Response must demonstrate offeror's approaches to account for unique conditions of the facility.

Response must **outline the methods for accomplishing the proposed contract**. Describe what, when, where, how and in what sequence the work will be done. **Describe specific measures to coordinate construction activities with other on-going construction work at the facility**. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction are required from/with the Contracting Agency; Using Agency; etcetera. Suggest alternative, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

2. Project Management Plan

2. Weight: 25

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? What will the lines of authority be? Describe how communications will be maintained between your Project Staff and the Contracting Agency. Explain how your team will be completely accountable.

3. Experience and Qualifications

3. Weight: 20

Response must describe the **relevant qualifications and experience** of the prime contractor (offeror), and major subcontractors including experience on similar projects and dates of construction. Describe the relevant qualifications and experience of key personnel (of prime and subcontractors) who will actually perform the work. Describe the work to be performed by the individuals you name and detail specific **qualifications and substantive experience directly related to the proposed contract, years of experience and jobs completed with similar size and scope**. A response prepared specifically for this proposal is required. Resumes including non-relevant information may detract from the evaluation of your proposal. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

Response must describe the prim contractor (offeror's) and major subcontractors past performance, specifically addressing work experience within active and occupied secure facilities, and including conformance to specification and standards of good workmanship, forecasting and containment of cost or price, history of reasonable and cooperative behavior and overall concern for the interests of the using agency or client, and adherence to contract schedules. In addition the prim contractor must describe past experience successfully delivering projects in remote/rural Alaska locations.

For each person named, identify: employer, job classification, and state of residency. List at least three (3) references (contact persons and telephone numbers) for each person. **Please don't use any current DOC staff as reference.**

If the team is composed of a prime and subcontractors, discuss any prior work relationships among the firms – in particular, regarding project similar to this project. Discuss each firm's particular responsibilities for prior contracts at correctional facilities that were similar to the work proposed in the Project Documents. Indicate which of the firms were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).

4. Schedule

4. Weight: 25

All work shall be Substantially Complete by August 31, 2026 Assuming that a NTP will be issued by April 1, 2026. Provide a

schedule that shows key activities and milestones that are needed to successfully complete this project. Describe how you plan to meet or accelerate this schedule.

Response must show how the work of the proposer/contractor will align with Department of Correction's use or propose potential alternative construction schedule phases that could better meet schedule and fit the needs of the Using Agency. Also, describe how proposer/contractor will deal with potential scheduling conflicts associated with user activities. In addition, discuss methods that will be employed to deal with incidental scheduling changes and provide specific examples and methods and solutions used to minimize delays and disruptions and accelerate progress.

Response must describe how proposer/contractor will deal with potential scheduling conflicts associated with the ongoing construction work within the facilities. The proposal shall outline methods that will be employed to deal with incidentals scheduling changes and provide specific examples of methods and solutions used to minimize delays and disruptions and accelerate progress.

The schedule may be on one (1) 11 x 17 sheet, which **will** be counted as **one (1)** page toward the proposal page limit.

5. Alaska Bidder (Offeror) Preference

5. Weight: 10

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference in Section 00313 AND provide a signed Alaska Bidder Preference Certification Form (Section 00411). In Claiming the Alaska Bidder (Offeror) Preference, the Offeror is certifying that they meet the requirements of AS 36.30.990.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:

An Alaska Offeror's preference (i.e. a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference in Section 00313 and by submitting a signed Alaska Bidder Preference Certification) that they are an Alaska Bidder (offeror).

No Alaska Offeror's preference (i.e. a Rating of 0) will be assigned to the proposal of an Offeror who does not certify that it qualifies as an Alaska bidder (offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

PRICE EVALUATION

6. Price Proposal

6. Weight: 0

Provide a Price Proposal (as instructed by the Submittal Checklist) for all labor, subcontracts, equipment, expenses, etc., in compliance with the Project Manual. Submit a completed Price Proposal [Section 00310], the Bid Schedule [Section 00312] and Bid Bond [Section 00410]. Include Alaska Product Preference Worksheet (Section 00311) and Alaska Veteran's Preference Certification (Section 00415), if applicable.

The Price Proposal score will be calculated as follows:

$$\text{Criterion Score} = \frac{\text{Lowest bid price from all offerors} \times \text{MPP}}{\text{Offeror's Bid Price}}$$

Wherein: For purpose of scoring, the **Bid Price** will be the Adjusted Basic Bid Amount as stated on the Bid Schedule, and,

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

(END OF SECTION 00023)

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
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.

All firms desiring to participate in DOT&PF construction projects must register annually by submitting a completed Bidder Registration (Form 25D-6).

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 either the Department approved bid preparation software or the Department provided bid forms or legible copies of the Department's forms.

The bid must be signed in ink or by a digital signature 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.

A bidder submitting an electronic bid agrees that its digital signature constitutes a binding signature.

The bidder shall make no claim against the Department in the event it is unable to submit its bid through approved online bidding service and/or approved online bidding service is unable to submit the bid(s) to the Department. The Department reserves the right to postpone the public bid opening in the event of technical problems.

- 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 paper Bid Bond (Form 25D-14), an electronic bid bond payable to the State of Alaska and verified through its online bidding service, 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 paper Bid Bond (Form 25D-14).

A paper 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 electronically to the Department through its online bidding service, or 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

Manual 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.

Electronic Bids may be withdrawn or resubmitted through the online bidding service. Revisions to electronic bids delivered by mail, fax, or email will not be permitted. If electronic bid withdrawal is unsuccessful, electronic bids may be withdrawn in writing delivered by mail, fax, or email provided that the designated office receives the withdrawal before the deadline stated in the Invitation To Bid. Written withdrawal requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder.

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 nonresponsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

1. Evidence of bid rigging or collusion;
2. Fraud or dishonesty in the performance of previous contracts;
3. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
4. Unsatisfactory performance on previous or current contracts;
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

6. Uncompleted work that, in the judgment of the Department, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
7. Failure to reimburse the State for monies owed on any previous contracts;
8. Default under previous contracts;
9. Failure to submit evidence of registration and licensing;
10. Failure to comply with any qualification requirements of the Department;
11. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
12. Failure to satisfy the responsibility standards set out in state regulations;
13. Lack of skill, ability, financial resources, or equipment required to perform the contract;
or
14. Lack of legal capacity to contract.

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

100.017 SUBCONTRACTOR LIST

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

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

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

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

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

- 1) Fails to comply with licensing and registration requirements of AS 08.18;
- 2) Fails to obtain a valid Alaska business license;
- 3) Files for bankruptcy or becomes insolvent;
- 4) Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;

- 5) Fails to obtain bonding acceptable to the Department;
- 6) Fails to obtain insurance acceptable to the Department;
- 7) Fails to perform the subcontract work for which the subcontractor was listed;
- 8) Must be replaced to meet the bidder's required state or federal affirmative action requirements;
- 9) Refuses to agree or abide with the bidder's labor agreement; or
- 10) Is determined by the Department to be not responsible.

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

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

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

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

100.018 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

Spring Creek Correctional Center (SCCC),

APS Kitchen Drain Floor Repairs

Project Numbers: 260003135

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. **Price Proposal (Section 00310)**
2. **Bid Schedule (Section 00312)**
3. **Contractor Technical Proposal (Section 00313), with criteria responses.**
4. **Bid Security (Section 00410)**
5. **Bid Modification (Section 00420)** (Any bid revisions must be submitted by the bidder prior to bid opening on this form.)
6. **Alaska Bidder Preference Certification (Section 00411)** (If applicable)
7. **Alaska Veteran's Preference Certification (Section 00415)** (If applicable)
8. **Alaska Product Preference Worksheet (Section 00311)** (If Applicable)
9. **Alaska Military Skills Preference Certification (Form 25D-21)** (If Applicable)

REQUIRED AFTER NOTICE OF APPARENT HIGH-SCORING PROPOSER. The apparent highest scoring proposer is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Section 00430)**

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

1. **Construction Contract (Section 00510, Form 25D-10A)**
2. **Payment Bond (Section 00620, Form 25D-12)**
3. **Performance Bond (Section 00610, Form 25D-13)**
4. **Certificate of Insurance** (from carrier)
5. **Sub-Contractors List**
6. **Sub-Contractor(s) Certifications**
7. **Sub-Contractor(s) Certificate of Insurance**
8. **Alaska Business License**
9. **Contractor's License**
10. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: **Bidder Registration (Section 00435)**



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

Price Proposal

for

Spring Creek Correctional Center (SCCC), APS Kitchen Drain Floor Repairs

Spring Creek Correctional Center (SCCC), Seward, Alaska

Project # 260003135

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 Request for Proposal dated **February 5, 2026** 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,

**SCCC APS Kitchen Drain Floor Repairs
Spring Creek Correctional Center
Project # 260003135**

located at or near **Seward, Alaska**, according to the RFP Documents, and **our Contractor's Technical Proposal (Section 00313)** 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 Proposal.

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 and shall **substantially complete the work by August 31, 2026 and Final Completion shall be by September 30, 2026** unless extended in writing by the Contracting Officer.

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: SCCC APS Kitchen Drain Floor Repairs
Project # 260003135

BID SCHEDULE

SCCC APS Kitchen Drain Floor Repairs

Project No. 260003135

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

The Proposer shall insert a fixed price in figures opposite each pay item that appears in the bid schedule to furnish all labor, material, equipment, supervision and provide all work for each item listed. No price is to be entered or tendered for any item not appearing in the bid schedule.

Conditioned or qualified bids will be considered non-responsive. **Bids Due: March 12, 2026 @ 2:00 P.M. local time**

NOTICE: Bids will be compared on the Adjusted Basic Bid Amount (e) and will be evaluated in accordance with Section 00023. Contract award will be made in the amount of the unadjusted amount (a).

PAY ITEM	DESCRIPTION OF PAY ITEM	TOTAL BID PRICE, IN FIGURES
<u>Total Bid</u>	All work described in the Total Bid description in Section 01 11 13, Paragraph 1.02.A, and Project Plans for the Lump Sum Price of:	(a)\$ _____
	Alaska Bidder's Preference: (5% of a.)	(b)\$ _____
	Alaska Veteran-Owned Business Preference: (5% of a Not To Exceed \$5,000.00)	(c)\$ _____
	Alaska Products Preference: (Attach worksheet(s))	(d)\$ _____
	Alaska Military Skills (not to exceed \$5,000)	(e)\$ _____
	Adjusted Bid Amount: (a-b-c-d-e=f)	(f)\$ _____

Contractor's Name (Printed)

Alaska Contractor's Registration #

Expires

Alaska Business License #

Expires



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

CONTRACTOR'S TECHNICAL PROPOSAL
of

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, DEPARTMENT OF CORRECTIONS:

With regard to your Request for Proposals dated **February 5, 2026** for the construction of the Project: known as:

**SCCC APS Kitchen Drain Floor Repairs
Spring Creek Correctional Center (SCCC)
Project No. 260003135**

located at or near **Seward, Alaska**; the Undersigned understands that a Proposal Evaluation Committee will evaluate all of the Proposals received and select for contract award the proposal which represents the best value to the State. The Undersigned offers for consideration the attached narrative proposal consisting of single-sided pages. The narrative addresses each of the evaluation criteria as described in Section 00023.

The Undersigned understands that the contract is intended to be awarded to the proposer with the highest point score considering all of the evaluation criteria described in Section 00023.

The undersigned acknowledges receipt of the following addenda to the RFP (give number and date of each).

Addenda	Date Issued	Addenda	Date Issued	Addenda	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The Undersigned has read the RFP Documents and hereby agrees to the conditions stated therein by affixing signatures below. The Undersigned also certifies the accuracy of statements made in the attached narratives.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his signature below. The Undersigned also certifies the accuracy of statements made in the attached narratives.

Name and Title of Person Signing

Signature

Telephone Number

Fax Number

Email Address



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID BOND

for

SCCC APS Kitchen Drain Floor Repairs

Project # 260003135

Spring Creek Correctional Center (SCCC), Seward, Alaska

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> 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	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership 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 # 260003135, SCCC APS Kitchen Drain Floor Repairs

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 TRANSPORTATION AND PUBLIC FACILITIES

**ALASKA VETERAN PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number SCCC APS Kitchen Drain Floor Repairs, Project 260003135,

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)



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

**ALASKA MILITARY SKILLS PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number SCCC APS Kitchen Drain Floor Repairs, Project 260003135,

Bidder (Contractor) _____

Operation of Alaska Military Skills 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 two percent preference to the price in the bidder’s proposal if the bidder meets three requirements.

The bidder must be:

- 1. a “Qualifying Entity”; and
- 2. an “Alaska Bidder”

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

Instructions regarding Alaska Military Skills Preference

A bidder that claims the Alaska Military Skills Preference must review and complete the “Alaska Military Skills Certification”, the “Qualifying Entity Certification”, and the “Alaska Bidder Certification”. The individual that signs a certification shall include their 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 Military Skills Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Military Skills status. If bidder is a partnership, limited liability company, or corporation, then employee(s) who are claiming Alaska Military Skills must sign this Alaska Military Skills Certification for the Bidder to be eligible for this preference and provide proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321).

I hereby represent to the Department that:

I have one or more employees who are currently enrolled in, or have graduated within the past two years from, a United States Department of Defense SkillBridge or United States Army Career Skills Program. These programs provide service members or their spouses with civilian work experience, industry training, pre-apprenticeships, registered apprenticeships, or internships during the final 180 days before separation or retirement from the military.

Alternatively, I maintain an active partnership with an entity that employs apprentices through a program as outlined in AS 36.30.321.

Additionally, I am a resident of Alaska, meaning I am physically present in the state with the intent to remain indefinitely and establish a permanent home here.

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 Military Skills Certification

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

(Check the appropriate box)

- employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army Career Skills Program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- has an active partnership with an entity that employs an apprentice through a program described in AS 36.30.321.
- proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321.

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 Military Skills Preference, you must also submit an Alaska Bidder Certification)



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: SCCC APS Kitchen Drain Floor Repairs, Project # 260003135

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

CONSTRUCTION CONTRACT

SCCC APS Kitchen Drain Floor Repairs
Spring Creek Correctional Center (SCCC), Seward, Alaska
Project Numbers: 260003135

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: **August 31, 2026 for Substantial Completion Date and September 30, 2026 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.

00510

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 # 260003135, SCCC APS Kitchen Drain Floor Repairs



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

PERFORMANCE BOND

Bond No. _____

For
SCCC APS Kitchen Drain Floor Repairs
Spring Creek Correctional Center (SCCC), Seward, Alaska
Project # 260003135
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 00610

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

PAYMENT BOND

Bond No. _____

For

SCCC APS Kitchen Drain Floor Repairs

Project # 260003135

Spring Creek Correctional Center (SCCC), Seward, Alaska

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 used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. 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 TRANSPORTATION AND PUBLIC FACILITIES
DOCUMENT 00700 -ISSUED DECEMBER 2011**

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

ARTICLE 1 - DEFINITIONS

ARTICLE 2- AUTHORITIES AND LIMITATIONS

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

ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Incomplete Contract Documents
- 3.2 Copies of Contract Documents
- 3.3 Scope of Work
- 3.4 Intent of Contract Documents
- 3.5 Discrepancy in Contract Documents
- 3.6 Clarifications and Interpretations
- 3.7 Reuse of Documents

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

- 4.1 Availability of Lands
- 4.2 Visit to Site/Place of Business
- 4.3 Explorations and Reports
- 4.4 Utilities
- 4.5 Damaged Utilities
- 4.6 Utilities Not Shown or Indicated
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ARTICLE 5- BONDS AND INSURANCE

- 5.1 Delivery of Bonds
- 5.2 Bonds
- 5.3 Replacement of Bond and Surety
- 5.4 Insurance Requirements
- 5.5 Indemnification

ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES

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

- 6.17 Safety and Protection
- 6.18 Safety Representative
- 6.19 Emergencies
- 6.20 Shop Drawings and Samples
- 6.21 Shop Drawing and Sample Review
- 6.22 Maintenance During Construction
- 6.23 Continuing the Work
- 6.24 Consent to Assignment
- 6.25 Use of Explosives
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ARTICLE 7- LAWS AND REGULATIONS

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

ARTICLE 8- OTHER WORK

- 8.1 Related Work at Site
- 8.2 Access, Cutting, and Patching
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ARTICLE 9 - CHANGES

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

ARTICLE 10- CONTRACT PRICE; COMPUTATIONS AND CHANGE

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

- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices

ARTICLE 11- CONTRACT TIME, COMPUTATION AND CHANGE

- 11.1 Commencement of Contract Time; Notice to Proceed
- 11.2 Starting the Work
- 11.3 Computation of Contract Time
- 11.4 Time Change
- 11.5 Extension Due to Delays
- 11.6 Essence of Contract
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ARTICLE 12 - QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 Uncovering Work
- 12.5 DEPARTMENT May Stop the Work
- 12.6 Correction or Removal of Defective Work
- 12.7 One Year Correction Period
- 12.8 Acceptance of Defective Work
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ARTICLE 13- PAYMENTS TO CONTRACTOR AND COMPLETION

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

ARTICLE 14- SUSPENSION OF WORK AND TERMINATION

- 14.1 DEPARTMENT May Suspend Work
- 14.2 Default of Contract
- 14.3 Rights or Remedies
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ARTICLE 15- CLAIMS AND DISPUTES

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

ACKNOWLEDGMENT

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

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

ARTICLE 1 -DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Bid Bond - A type of Proposal Guaranty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. December 2011

3.7 Reuse of Documents:

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

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

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

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

4.2 Visit to Site:

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

4.3 Explorations and Reports:

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

4.4 Utilities:

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

4.4.2 The CONTRACTOR shall have full responsibility for:

- a. Reviewing and checking all information and data concerning utilities.
- b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the work.
- c. Coordination of the Work with the owners of all utilities during construction.
- d. Safety and protection of all utilities as provided in paragraph 6.17.

e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.

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

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

4.5 Damaged Utilities:

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

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

4.6 Utilities Not Shown or Indicated:

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

4.7 Survey Control:

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

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds:

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

5.2 Bonds:

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

5.3 Replacement of Bond and Surety:

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

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

5.4 Insurance Requirements:

5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the DEPARTMENT covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the DEPARTMENT of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of the Work under this agreement the following policies and minimum limits of liability. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

a. 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 Transportation and Public Facilities shall be named as an "Additional Insured" under all liability coverages listed above.

- c. Automobile Liability Insurance:

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

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

- d. Builder's Risk Insurance:

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

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

- e. 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 the 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 paragraph 6.6. 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. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR 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 codes 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 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 procurement. If a default termination occurs, the CONTRACTOR or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by 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
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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 5.1, 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 final 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 procurement 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. MANDATORY Pre-bid site visit is schedule for February 20, 2026 at 11:00 a.m. local time.
- 4.2.2. The submission of a bid by the CONTRACTOR is considered a representation that the CONTRACTOR has reviewed and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents."

SC-4.3 - EXPLORATIONS AND REPORTS

At General Conditions Article 4.3, add the following paragraph:

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

SC-5.4.1 - INSURANCE REQUIREMENTS

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

SC-5.4.2a-WORKERS COMPENSATION INSURANCE

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

- a. 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-5.4.2b1- MINIMUM LIMITS of LIABILITY

At General Conditions Article 5.4.2b1, delete "\$2,000,00" and replace with "\$2,000,000".

SC-5.4.2d - BUILDERS RISK INSURANCE (SUBCONTRACTORS)

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

SC-6.9 – SUBSTITUTES OR “OR-EQUAL” ITEMS

In Paragraph 6.95 delete “Document 01630 – Product Options and Substitutions” and replace with “Document 01 60 00 – Material and Equipment”

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 – SAFETY 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

Change in scope of work or cost must be pre-approved by John Gard, Project Manager

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**

1.01 Laborers' & Mechanics' Minimum Rates of Pay

Bidders are to refer to the Department of Labor & Workforce Development website for current Pamphlet No. 600. Please note there may be a new Pamphlet issued prior to the bid date for this project.

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



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	
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Project: SCCC APS Kitchen Drain Floor Repairs Project No.: 260003135

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 | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | The substitute will perform adequately and achieve the results called for by the general design. |
| <input type="checkbox"/> | <input type="checkbox"/> | The substitute is similar, of equal substance, suited to the same use, and will provide the same warranty as the product specified. |
| <input type="checkbox"/> | <input type="checkbox"/> | The evaluation and approval of the proposed substitute will not delay the Substantial or Final Completion of the project. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any change in the design necessitated by the proposed substitution will not delay the Substantial or Final Completion of the project. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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

SECTION 01045 CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 GENERAL

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

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

3.02 INSPECTION

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

3.03 PREPARATION

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

3.04 PERFORMANCE

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

END OF SECTION

SECTION 01560 - CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 DISPOSAL REQUIREMENTS

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART - EXECUTION

3.1 DURING CONSTRUCTION

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

3.2 DUST CONTROL

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

3.3 FINAL CLEANING

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

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This document outlines security provisions that the CONTRACTOR working at the Spring Creek Correctional Center (SCCC) will be required to follow. The facility is an occupied maximum-security institution housing sentenced Male 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 comply 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 - Administrative Provisions

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 SCCC prior to start of on-site work.
- B. The CONTRACTOR will submit a list of personnel and a completed "Request for Clearance" 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. SCCC 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 SCCC, 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 work day, 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

SCCC KITCHEN DRAIN FLOOR REPAIRS

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

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

- B. Related Requirements:

- 1. Division 01 regarding Summary of Work for restrictions on use of the premises and Owner-occupancy requirements.
- 2. Division 01 for cutting and patching procedures.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

SCCC KITCHEN DRAIN FLOOR REPAIRS

1.5 INFORMATIONAL SUBMITTALS

- A. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

- A. Department will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so User's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Department as far as practical.
- C. Notify Department of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Department. Hazardous materials will be removed by Department under a separate contract or Work Order.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

SCCC KITCHEN DRAIN FLOOR REPAIRS

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with User's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

2.2 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

SCCC KITCHEN DRAIN FLOOR REPAIRS

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services where necessary systems serving areas to be selectively demolished.
 - 1. Department will arrange to shut off indicated services/systems when requested by Contractor.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least four hours after any flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Dispose of demolished items and materials promptly.

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- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Department, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions as necessary.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

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

END OF SECTION 024119

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SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

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. Form-facing material for cast-in-place concrete.
 - 2. Shoring, bracing, and anchoring.

- B. Related Requirements:

- 1. Section 321313 "Concrete Paving" for formwork related to concrete pavement and walks.

1.3 DEFINITIONS

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.4 ACTION SUBMITTALS

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

- 1. Exposed surface form-facing material.
 - 2. Concealed surface form-facing material.
 - 3. Void forms.
 - 4. Form ties.
 - 5. Waterstops.
 - 6. Form-release agent.

- B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.

- 1. Indicate dimension and locations of construction and movement joints required to construct the structure in accordance with ACI 301.
 - a. Location of construction joints is subject to approval of the Engineer of Record.

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2. Indicate location of waterstops.
3. Indicate proposed schedule and sequence of stripping of forms.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing and inspection agency.
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: An independent agency, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

2.2 FORM-FACING MATERIALS

- A. As-Cast Surface Form-Facing Material:
 1. Provide continuous, true, and smooth concrete surfaces.
 2. Furnish in largest practicable sizes to minimize number of joints.
 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
 - a. Plywood, metal, or other approved panel materials.
 - b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

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1) APA HDO (high-density overlay).

- B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
 - 1. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

2.3 WATERSTOPS

- A. Flexible Rubber Waterstops: U.S. Army Corps of Engineers CRD-C 513, for embedding in concrete to prevent passage of fluids through joints, with factory fabricated corners, intersections, and directional changes.
- B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops, for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals, with factory fabricate corners, intersections, and directional changes.
- C. Flexible PVC Waterstops: U.S. Army Corps of Engineers CRD-C 572, for embedding in concrete to prevent passage of fluids through joints, with factory fabricate corners, intersections, and directional changes.

2.4 RELATED MATERIALS

- A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- B. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- C. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the

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Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.

- C. Limit concrete surface irregularities as follows:
 - 1. Surface Finish-1.0: ACI 117 Class D, 1 inch.
 - 2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch.
- D. Construct forms tight enough to prevent loss of concrete mortar.
 - 1. Minimize joints.
 - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
 - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
 - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 - 1. Provide and secure units to support screed strips
 - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
 - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
 - 2. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.
- K. Construction and Movement Joints:
 - 1. Construct joints true to line with faces perpendicular to surface plane of concrete.
 - 2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer of Record.
 - 3. Place joints perpendicular to main reinforcement.
 - 4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
 - a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.

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- L. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
 - 1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
 - 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- M. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- N. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- O. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 - 3. Clean embedded items immediately prior to concrete placement.

3.3 INSTALLATION OF WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm.
 - 1. Install in longest lengths practicable.
 - 2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
 - 3. Allow clearance between waterstop and reinforcing steel of not less than 2 times the largest concrete aggregate size specified in Section 033000 "Cast-In-Place Concrete."
 - 4. Secure waterstops in correct position at 12 inches on center.
 - 5. Clean waterstops immediately prior to placement of concrete.
 - 6. Support and protect exposed waterstops during progress of the Work.

3.4 REMOVING AND REUSING FORMS

- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for **24** hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

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1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved its 28-day design compressive strength.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work.
1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
 2. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
1. Align and secure joints to avoid offsets.
 2. Do not use patched forms for exposed concrete surfaces unless approved by Engineer of Record.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Inspections:
1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

SCCC KITCHEN DRAIN FLOOR REPAIRS

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.
2. Welded-wire reinforcement.

B. Related Requirements:

1. Section 321313 "Concrete Paving" for reinforcing related to concrete pavement and walks.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Bar supports.
3. Mechanical splice couplers.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.

C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.

1. Location of construction joints is subject to approval of Engineer of Record.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For testing and inspection agency.

B. Delegated Design Engineer Qualifications: Include the following:

1. Experience providing delegated design engineering services of the type indicated.
2. Documentation that delegated design engineer is licensed in the state in which Project is located.

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- C. Welding certificates.
 - 1. Reinforcement To Be Welded: Welding procedure specification in accordance with AWS D1.4/D1.4M.
- D. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Steel Reinforcement:
 - a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.
 - 2. Mechanical splice couplers.
- E. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
- B. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.4/D 1.4M.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
 - 1. Store reinforcement to avoid contact with earth.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
- B. Low-Alloy Steel Reinforcing Bars: ASTM A706/A706M, deformed.
- C. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

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2.2 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
 - 1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
- C. Mechanical Splice Couplers: ACI 318 Type 1, same material of reinforcing bar being spliced; tension-compression type.
- D. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.
 - 1. Finish: Plain.

2.3 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place Conditions:
 - 1. Do not cut or puncture vapor retarder.
 - 2. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement.
 - 1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
 - 2. Do not tack weld crossing reinforcing bars.

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- C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with ACI 318.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.
 - 1. Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.
 - 2. Stagger splices in accordance with ACI 318.
 - 3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.
 - 4. Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on Drawings.
- G. Install welded-wire reinforcement in longest practicable lengths.
 - 1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."
 - a. For reinforcement less than W4.0 or D4.0, continuous support spacing to not exceed 12 inches.
 - 2. Lap edges and ends of adjoining sheets at least one wire spacing plus 2 inches for plain wire and 8 inches for deformed wire.
 - 3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
 - 4. Lace overlaps with wire.

3.3 JOINTS

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer of Record.
 - 1. Place joints perpendicular to main reinforcement.
 - 2. Continue reinforcement across construction joints unless otherwise indicated.
 - 3. Do not continue reinforcement through sides of strip placements of floors and slabs.
- B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

- A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

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B. Inspections:

1. Steel-reinforcement type and placement.
2. Steel-reinforcement mechanical splice couplers.
3. Steel-reinforcement welding.

END OF SECTION 032000

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SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
3. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.
4. Section 321313 "Concrete Paving" for concrete pavement and walks.

1.2 DEFINITIONS

- ##### A. Cementitious Materials:
- Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans; materials subject to compliance with requirements.

- ##### B. Water/Cement Ratio (w/cm):
- The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

1. Review the following:

- a. Special inspection and testing and inspecting agency procedures for field quality control.
- b. Construction joints, control joints, isolation joints, and joint-filler strips.
- c. Semirigid joint fillers.
- d. Vapor-retarder installation.
- e. Anchor rod and anchorage device installation tolerances.
- f. Cold and hot weather concreting procedures.
- g. Concrete finishes and finishing.
- h. Curing procedures.
- i. Forms and form-removal limitations.
- j. Methods for achieving specified floor and slab flatness and levelness.
- k. Floor and slab flatness and levelness measurements.
- l. Concrete repair procedures.
- m. Concrete protection.
- n. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)

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- o. Protection of field cured field test cylinders.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Performance-based hydraulic cement
6. Aggregates.
7. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
8. Vapor retarders.
9. Floor and slab treatments.
10. Liquid floor treatments.
11. Curing materials.
12. Joint fillers.
13. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Slump limit.
6. Air content.
7. Nominal maximum aggregate size.
8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
9. Intended placement method.
10. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - a. Location of construction joints is subject to approval of the Engineer of Record.

D. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

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1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Final finish for floors.
6. Curing process.
7. Floor treatment if any.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Reinforcement.

C. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances.

D. Research Reports:

1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
2. For sheet vapor retarder/termite barrier, showing compliance with ICC AC380.

E. Preconstruction Test Reports: For each mix design.

F. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.

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- D. Field Quality-Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
 - 1. Personnel conducting field tests to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
 - 1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.
 - f. Permeability.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301.

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows:
 - 1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 3. Do not use frozen materials or materials containing ice or snow.
 - 4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
 - 5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
 - 1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

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PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

- A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

- B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type IA, IIA, OR IIIA.
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C595/C595M, Type IS, portland blast-furnace slag or Type IP, portland-pozzolan cement.
5. Performance-Based Hydraulic Cement: ASTM C1157/C1157M: Type GU, general use.

- C. Normal-Weight Aggregates: ASTM C33/C33M, Class 4M coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

- a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
- b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
- c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Maximum Coarse-Aggregate Size: 3/4 inch nominal.

- D. Air-Entraining Admixture: ASTM C260/C260M.

- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

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1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
7. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C494/C494M, Type C.

F. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 VAPOR RETARDERS

- A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A, except with maximum water-vapor permeance of 0.04 perms; not less than 15 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.4 FLOOR AND SLAB TREATMENTS

- A. Slip-Resistive Emery Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive, crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials with 100 percent passing 3/8-inch sieve.
- B. Slip-Resistive Aluminum Granule Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of not less than 95 percent fused aluminum-oxide granules.
- C. Emery Dry-Shake Floor Hardener: Unpigmented, factory-packaged, dry combination of portland cement, graded emery aggregate, and plasticizing admixture; with emery aggregate consisting of no less than 60 percent of total aggregate content.
- D. Metallic Dry-Shake Floor Hardener: Unpigmented, factory-packaged, dry combination of portland cement, graded metallic aggregate, rust inhibitors, and plasticizing admixture; with metallic aggregate consisting of no less than 65 percent of total aggregate content.

2.5 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

2.6 CURING MATERIALS

- A. Provide concrete curing materials in accordance with ACI 301 Section 5 and ACI 308.1 Section 2.

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2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork.
- B. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Floor Slab Protective Covering: 8-feet-wide cellulose fabric.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.9 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
 - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
 - 2. Slag Cement: 50 percent by mass.
 - 3. Total of Fly Ash or Other Pozzolans, and Slag Cement: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass.
 - 4. Total of Fly Ash or Other Pozzolans: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass.

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C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use admixtures in concrete, as required, for placement and workability.

2.10 CONCRETE MIXTURES

A. Class A : Normal-weight concrete used for foundations and slabs.

1. Exposure Class: ACI 318 F3.
2. Minimum Compressive Strength: 4500 psi at 28 days.
3. Maximum w/cm: 0.45.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size.

2.11 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

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3.3 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.4 INSTALLATION OF VAPOR RETARDER

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
 - 1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
 - 2. Face laps away from exposed direction of concrete pour.
 - 3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
 - 4. Lap joints 6 inches and seal with manufacturer's recommended tape.
 - 5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
 - 6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
 - 7. Protect vapor retarder during placement of reinforcement and concrete.
 - a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.
- B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder in accordance with manufacturer's written instructions.

3.5 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
 - 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer of Record.
 - 2. Place joints perpendicular to main reinforcement.
 - a. Continue reinforcement across construction joints unless otherwise indicated.
 - b. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

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- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.
- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
 - 2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints:
 - 1. Install dowel bars and support assemblies at joints where indicated on Drawings.
 - 2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
 - 1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 - 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Owner and testing and inspection agencies 24 hours prior to commencement of concrete placement.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

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- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
1. If a section cannot be placed continuously, provide construction joints as indicated.
 2. Deposit concrete to avoid segregation.
 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and slabs in a checkerboard sequence.
 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 3. Maintain reinforcement in position on chairs during concrete placement.
 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
 5. Level concrete, cut high areas, and fill low areas.
 6. Slope surfaces uniformly to drains where required.
 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 8. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
 - a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
 - b. Remove projections larger than 1 inch.
 - c. Tie holes do not require patching.
 - d. Surface Tolerance: ACI 117 Class D.
 - e. Apply to concrete surfaces not exposed to public view.
2. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
 - a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.

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- b. Remove projections larger than 1/4 inch.
- c. Patch tie holes.
- d. Surface Tolerance: ACI 117 Class B.
- e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces exposed to view.
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:

a. Slabs on Ground:

- 1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
- 2) Specified overall values of flatness, F_F 45; and of levelness, F_L 35; with minimum local values of flatness, F_F 30; and of levelness, F_L 24.

C. Trowel and Fine-Broom Finish: Apply a first trowel finish to. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

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3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 4 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: **4500 psi** at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.
 - a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - b. Cast anchor-bolt insert into bases.
 - c. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.10 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305.1, before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.

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- b. Continuous Sprinkling: Maintain concrete surface continuously wet.
- c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
- d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
- e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

- 1. Begin curing immediately after finishing concrete.
- 2. Interior Concrete Floors:
 - a. Floors to Receive Penetrating Liquid Floor Treatments: Contractor has option of the following:
 - 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
 - a) Lap edges and ends of absorptive cover not less than 12 inches.
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
 - 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
 - a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - b) Cure for not less than seven days.
 - 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
 - a) Water.
 - b) Continuous water-fog spray.
 - b. Floors to Receive Polished Finish: Contractor has option of the following:
 - 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

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- a) Lap edges and ends of absorptive cover not less than 12 inches.
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
- 2) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
- a) Water.
 - b) Continuous water-fog spray.
- c. Floors to Receive Curing Compound:
- 1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
 - 3) Maintain continuity of coating, and repair damage during curing period.
 - 4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
- d. Floors to Receive Curing and Sealing Compound:
- 1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
 - 3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.11 TOLERANCES

- A. Conform to ACI 117.

3.12 APPLICATION OF LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment in accordance with manufacturer's written instructions.
1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 2. Do not apply to concrete that is less than **28** days' old.
 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing.
 4. Rinse with water; remove excess material until surface is dry.
 5. Apply a second coat in a similar manner if surface is rough or porous.

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3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Engineer of Record.
2. Remove and replace concrete that cannot be repaired and patched to Engineer of Record's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.
 - a. Limit cut depth to 3/4 inch.
 - b. Make edges of cuts perpendicular to concrete surface.
 - c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
 - d. Fill and compact with patching mortar before bonding agent has dried.
 - e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
 - a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
 - b. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Engineer of Record.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
 - a. Correct low and high areas.
 - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

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- a. Finish repaired areas to blend into adjacent concrete.
5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.
 - a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - b. Feather edges to match adjacent floor elevations.
6. Correct other low areas scheduled to remain exposed with repair topping.
 - a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
 - b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.
 - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
 - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
 - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
 - d. Place, compact, and finish to blend with adjacent finished concrete.
 - e. Cure in same manner as adjacent concrete.
8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.
 - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
 - b. Dampen cleaned concrete surfaces and apply bonding agent.
 - c. Place patching mortar before bonding agent has dried.
 - d. Compact patching mortar and finish to match adjacent concrete.
 - e. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer of Record's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer of Record's approval.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

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1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
 2. Testing agency to immediately report to Engineer of Record, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 3. Testing agency to report results of tests and inspections, in writing, to Owner, Engineer of Record, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results.
 - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
 - 14) Type of fracture and compressive break strengths at seven days and 28 days.
- B. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- C. Inspections:
1. Verification of use of required design mixture.
 2. Concrete placement, including conveying and depositing.
 3. Curing procedures and maintenance of curing temperature.
 4. Verification of concrete strength before removal of shores and forms from beams and slabs.
 5. Batch Plant Inspections: On a random basis, as determined by Engineer of Record.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

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- a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143/C143M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C31/C31M:
 - a. Cast and laboratory cure two sets of three 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one set of six laboratory-cured specimens at seven days and one set of two specimens at 28 days.
 - b. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
8. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer of Record but will not be used as sole basis for approval or rejection of concrete.
9. Additional Tests:
 - a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer of Record.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Engineer of Record.
 - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.6.6.3.

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10. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 11. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 24 hours of completion of floor finishing and promptly report test results to Engineer of Record.

3.15 PROTECTION

- A. Protect concrete surfaces as follows:
1. Protect from petroleum stains.
 2. Diaper hydraulic equipment used over concrete surfaces.
 3. Prohibit vehicles from interior concrete slabs.
 4. Prohibit use of pipe-cutting machinery over concrete surfaces.
 5. Prohibit placement of steel items on concrete surfaces.
 6. Prohibit use of acids or acidic detergents over concrete surfaces.
 7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SCCC KITCHEN DRAIN FLOOR REPAIRS

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Urethane joint sealants.
 - 3. Mildew-resistant joint sealants.
 - 4. Butyl joint sealants.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Manufacturer's Installation Instructions: Indicate special procedures, surface preparations, and perimeter conditions requiring special attention.
- B. Field-Adhesion-Test Reports: For each sealant application tested.
- C. Sample Warranties: For special warranties.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

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1.6 FIELD CONDITIONS

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

1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period:
1. Warranty Period: Two years from date of Substantial Completion for non traffic joints.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: 20 years from date of Substantial Completion for silicone sealants.
 2. Warranty Period: Five years from date of Substantial Completion for urethane sealants.
 3. Warranty Period: One year from date of Substantial Completion for floor traffic sealants.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Department from manufacturer's full range.

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2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; 895
 - b. The Dow Chemical Company, 791.
 - c. Tremco, Incorporated; Spectrem 2.
 - 2. Applications: Applications as follows:
 - a. Exterior exposed metal to metal joints.
 - b. Interior horizontal and vertical joints from metal to metal.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Master Builders Solutions; MasterSeal NP-1.
 - b. Sika Corporation - Building Components; Sikaflex -1A.
 - c. Tremco Incorporated; Vulkem 116.
 - 2. Applications: Applications as follows:
 - a. Concrete stem wall to metal panels.
- B. Urethane, S, P, 35, T, NT: Single-component, pourable, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 35, Uses T and NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Pecora Corporation; DynaTrol _ I-XL
 - b. Sika USA; Sikaflex 1A
 - c. Tremco, Incorporated; Dymonic 100.
 - 2. Applications: Applications as follows:

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- a. Concrete floor joints.

2.4 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing or neutral curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Pecora Corp.; 898
 - b. The Dow Chemical Company; 786
 - c. Tremco, Incorporated; Tremsil 200
 2. Applications: Vertical applications as follows:
 - a. Plumbing fixtures to wall joints.
 - b. Joints in plastic wall panels.

2.5 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Bostik, Inc.; Chem-Calk 300
 - b. Pecora Corp.; BC-158
 - c. Tremco Incorporated; Tremco Butyl Sealant
 2. Applications: Wall applications as follows:
 - a. Exterior concealed metal to metal joints.
 - b. Bedding joints for flashings and thresholds.

2.6 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

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- B. Cylindrical Sealant Backings: ASTM C 1330, Type O (open-cell material) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.

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3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Plastic wall panels.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Do not use solvent curing sealants in enclosed, occupied spaces.
- C. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Oversize backing 30 to 50 percent of joint width.
 2. Do not leave gaps between ends of sealant backings.
 3. Do not stretch, twist, puncture, or tear sealant backings.
 4. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

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- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193 to exposed vertical joints.
 4. Provide flush joint profile at floors according to Figure 8B in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform four tests of joint length for sealant and joints in concrete slabs on grade
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

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3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- B. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.6 PROTECTION

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

END OF SECTION 079200

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SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes surface preparation and field application of high-performance coating systems to items and surfaces scheduled.

1.3 DEFINITIONS

- A. Standard coating terms defined in ASTM D 16 apply to this Section.
- B. Gloss ranges used in this Section include the following:
 - 1. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
 - 2. High gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.
- C. Environments: The following terms are used in Part 2 of this Section to distinguish between different corrosive exposures:
 - 1. "Severe environments" are highly corrosive industrial atmospheres with sustained exposure to high humidity and condensation and with frequent cleaning using strong chemicals. Environments with heavy concentrations of strong chemical fumes and frequent splashing and spilling of harsh chemical products are severe environments.
 - 2. "Moderate environments" are corrosive industrial atmospheres with intermittent exposure to high humidity and condensation, occasional mold and mildew development, and regular cleaning with strong chemicals. Environments with exposure to heavy concentrations of chemical fumes and occasional splashing and spilling of chemical products are moderate environments.
 - 3. "Mild environments" are industrial atmospheres with normal exposure to moderate humidity and condensation, occasional mold and mildew development, and infrequent cleaning with strong chemicals. Environments with low levels of mild chemical fumes and occasional splashing and spilling of chemical products are mild environments. Normal outdoor weathering is also considered a mild environment.

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1.4 SUBMITTALS

- A. Product Data: For each coating system indicated. Include block fillers and primers.
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference the specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each material specified.
- B. Certification by manufacturer that products supplied comply with requirements indicated that limit the amount of VOCs in coating products.
- C. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions.
 - 1. Provide stepped Samples defining each separate coat, including primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 2. List of material and application for each coat of each sample. Label each sample for location and application.
 - 3. Submit samples on the following substrates for Architect's review of color and texture:
 - a. Concrete: Provide Four 8 by 10-inch card samples for each color and finish stepped with each coat labeled.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed high-performance coating system applications similar in material and extent to those indicated for Project and whose work has a record of successful in-service performance.
- B. Source Limitations: Obtain primers and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with the following information:
 - 1. Name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Contents by volume, for pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
 - 8. Handling instructions and precautions.

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- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - 1. Protect materials from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and applying coatings.

1.7 PROJECT CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 45 and 95 deg F.
- B. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - 1. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before proceeding with or continuing coating operation.
 - 2. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and temperature within the area can be maintained within limits specified by manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products indicated in the coating system descriptions.
- B. Manufacturers' Names: The following manufacturers are referred to in the coating system descriptions by shortened versions of their names shown in parenthesis:
 - 1. Add product data here

2.2 COATINGS MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

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- B. **Material Quality:** Provide manufacturer's highest grade of the various high-performance coatings specified. Materials not displaying manufacturer's product identification are not acceptable.
 - 1. **Proprietary Names:** Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. **VOC Classification:** Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that have a VOC classification of 450 g/L or less.

2.3 COLORS

- A. **Colors:** As indicated by manufacturer's designations.

2.4 INTERIOR HIGH-PERFORMANCE COATING SYSTEMS

- A. **Concrete Flooring:** Provide the following finish systems over interior concrete and brick masonry surfaces:
 - 1. **Moderate Environment (High-Gloss Finish):** One finish coat over an intermediate coat and a primer.
 - a. **Primer:** Epoxy primer applied at spreading rate recommended by manufacturer.
 - 1) Moore: V155 100% Solids Epoxy Pre-Primer.
 - 2) PPG: None required, self-priming.
 - 3) S-W: None required, self-priming.
 - b. **Intermediate Coat:** Epoxy applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.0 to 5.0 mils.
 - 1) Moore: V400 Corotech Polyamide Epoxy Coating.
 - 2) PPG: 95-1 Series Aquapon 35 Polyamide Epoxy Coating.
 - 3) S-W: Armorseal 1000 HS B67 Series.
 - c. **Topcoat:** High-gloss epoxy applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.0 to 5.0 mils.
 - 1) Moore: V400 Corotech Polyamide Epoxy Coating.
 - 2) PPG: 95-1 Series Aquapon 35 Polyamide Epoxy Coating.
 - 3) S-W: Armorseal 1000 HS B67 Series.
- B. **Sand:** ASTM C144.
 - 1. **Washed aggregate** consisting of natural sand or crushed stone, use aggregate graded with 100 percent passing the No. 16 sieve.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. With Applicator present, examine substrates and conditions under which high-performance coatings will be applied, for compliance with coating application requirements.
 - 1. Apply coatings only after unsatisfactory conditions have been corrected and surfaces to receive coatings are thoroughly dry.
 - 2. Start of application is construed as Applicator's acceptance of surfaces within that particular area.

3.2 PREPARATION

- A. General: Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - 1. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
- B. Cleaning: Before applying high-performance coatings, clean substrates of substances that could impair bond of coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and coating application so dust and other contaminants from cleaning process will not fall on wet, newly coated surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be coated according to manufacturer's written instructions for each substrate condition and as specified.
 - 1. Cementitious Substrates: Prepare concrete surfaces to be coated. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods to prepare surfaces.
 - a. Prepare according to SSPC-SP 13 / NACE No. 6.
 - b. Use abrasive blast-cleaning methods if recommended by coating manufacturer.
 - c. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not coat surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
- D. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.
 - 1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.

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2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
3. Use only the type of thinners approved by manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply high-performance coatings according to manufacturer's written instructions.
 1. Use applicators and techniques best suited for the material being applied.
 2. Do not apply high-performance coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.
 3. Coating colors, surface treatments, and finishes are indicated in the coating system descriptions.
 4. Provide finish coats compatible with primers used.
 5. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 - a. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
- B. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.
 1. The number of coats and film thickness required is the same regardless of application method.
 - a. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
 - b. Where manufacturer's written instructions require sanding, sand between applications to produce a smooth, even surface.
 - c. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat does not cause undercoat to lift or lose adhesion.
 2. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.

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- C. Application Procedures: Apply coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 - 1. Brush Application: Use brushes best suited for material applied and of appropriate size for the surface or item being coated.
 - a. Apply primers and first coats by brush unless manufacturer's written instructions permit using roller or mechanical applicators.
 - b. Brush out and work brush coats into surfaces in an even film.
 - c. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
 - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for the material and texture required.
 - 3. Spray Equipment: Use mechanical methods to apply coating if permitted by manufacturer's written instructions and governing regulations.
 - a. Use spray equipment with orifice size recommended by manufacturer for material and texture required.
 - b. Apply each coat to provide the equivalent hiding of brush-applied coats.
 - c. Do not double back with spray equipment building-up film thickness of two coats in one pass, unless recommended by manufacturer.
- D. Minimum Coating Thickness: Apply each material no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by manufacturer, to material required to be coated or finished that has not been prime coated by others.
 - 1. Recoat primed and sealed substrates if there is evidence of suction spots or unsealed areas in first coat, to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.
- F. Aggregate Surfacing: Broadcast sand into wet intermediate coat to refusal. Within recoat time, broom loose sand and apply top coat.
- G. Completed Work: Match approved Samples for color, texture, and coverage. Remove, refinish, or recoat work that does not comply with specified requirements.

3.4 CLEANING

- A. Cleanup: At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

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3.5 PROTECTION

- A. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
 - 1. Provide "Wet Paint" signs to protect newly coated finishes. After completing coating operations, remove temporary protective wrappings provided by others to protect their work.
 - 2. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces. Comply with procedures specified in PDCA P1.

END OF SECTION 099600

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SECTION 221116 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ductile-iron pipe and fittings.
2. Galvanized-steel pipe and fittings.
3. Stainless steel piping and fittings.
4. CPVC piping.
5. PEX tube and fittings.
6. PVC pipe and fittings.
7. PP-R pipe and fittings.
8. Piping joining materials.
9. Encasement for piping.
10. Transition fittings.
11. Dielectric fittings.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Pipe and tube.
2. Fittings.
3. Joining materials.
4. Transition fittings.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Piping layout, or BIM model, drawn to scale, showing the items described in this Section, and coordinated with all building trades.
- B. System purging and disinfecting activities report.
- C. Field quality-control reports.

1.4 FIELD CONDITIONS

- A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
 1. Notify Owner no fewer than two days in advance of proposed interruption of water service.

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2. Do not interrupt water service without Owner's written permission.

1.5 WARRANTY

- A. Polypropylene Piping (PP-R) Manufacturer's Warranty: Manufacturer agrees to repair or replace PP-R pipe and fittings that fail in materials or workmanship within 10 years from date of Substantial Completion.
 1. Warranty is to cover labor and material costs of repairing and/or replacing defective materials and repairing any incidental damage caused by failure of the piping system due to defects in materials or manufacturing.
 2. Warranty is to be in effect only upon submission by the Contractor to the manufacturer of valid pressure/leak documentation indicating that the system was tested and passed the manufacturer's pressure/leak test.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372.

2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tube: ASTM B88, Type K ASTM B88, Type L.
- B. Annealed-Temper Copper Tube: ASTM B88, Type K ASTM B88, Type L.
- C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, pressure fittings.
- E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- F. Cast Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- G. Wrought Copper Unions: ASME B16.22.
- H. Copper-Tube, Mechanically Formed Tee Fitting: For forming T-branch on copper water tube.
 1. Description: Tee formed in copper tube in accordance with ASTM F2014.
- I. Grooved, Mechanical-Joint, Copper Tube Appurtenances:
 1. Grooved-End, Copper Fittings: ASTM B75 copper tube or ASTM B584 bronze castings.
 2. Grooved-End-Tube Couplings: To fit copper-tube dimensions; rigid pattern unless otherwise indicated; gasketed fitting, EPDM-rubber gasket, UL classified per NSF 61 and

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NSF 372, and rated for minimum 180 deg F, for use with ferrous housing and steel bolts and nuts; 300 psig minimum CWP pressure rating.

J. Copper Tube, Pressure-Seal-Joint Fittings:

1. Fittings: Cast-brass, cast-bronze, or wrought-copper with EPDM O-ring seal in each end.
2. Minimum 200-psig working-pressure rating at 250 deg F.

K. Copper-Tube, Push-on-Joint Fittings:

1. Description:
 - a. Cast-copper fitting complying with ASME B16.18 or wrought-copper fitting complying with ASME B 16.22.
 - b. Stainless steel teeth and EPDM-rubber, O-ring seal in each end instead of solder-joint ends.

2.3 DUCTILE-IRON PIPE AND FITTINGS

A. Mechanical-Joint, Ductile-Iron Pipe:

1. AWWA C151/A21.51, with mechanical-joint bell and plain spigot end unless grooved or flanged ends are indicated.
2. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

B. Standard-Pattern, Mechanical-Joint Fittings:

1. AWWA C110/A21.10, ductile or gray iron.
2. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

C. Compact-Pattern, Mechanical-Joint Fittings:

1. AWWA C153/A21.53, ductile iron.
2. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

D. Push-on-Joint, Ductile-Iron Pipe:

1. AWWA C151/A21.51.
2. Push-on-joint bell and plain spigot end unless grooved or flanged ends are indicated.

E. Standard-Pattern, Push-on-Joint Fittings:

1. AWWA C110/A21.10, ductile or gray iron.
2. Gaskets: AWWA C111/A21.11, rubber.

F. Compact-Pattern, Push-on-Joint Fittings:

1. AWWA C153/A21.53, ductile iron.

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2. Gaskets: AWWA C111/A21.11, rubber.
- G. Plain-End, Ductile-Iron Pipe: AWWA C151/A21.51.
- H. Appurtenances for Grooved-End, Ductile-Iron Pipe:
 1. Fittings for Grooved-End, Ductile-Iron Pipe: ASTM A47/A47M, malleable-iron castings or ASTM A536, ductile-iron castings with dimensions that match pipe.
 2. Mechanical Couplings for Grooved-End, Ductile-Iron-Piping:
 - a. AWWA C606 for ductile-iron-pipe dimensions.
 - b. Ferrous housing sections.
 - c. EPDM-rubber gaskets suitable for hot and cold water.
 - d. Bolts and nuts.
 - e. Minimum Pressure Rating:
 - 1) NPS 14 to NPS 18: 250 psig.
 - 2) NPS 20 to NPS 46: 150 psig.

2.4 GALVANIZED-STEEL PIPE AND FITTINGS

- A. Galvanized-Steel Pipe:
 1. ASTM A53/A53M, Standard Weight.
 2. Include ends matching joining method.
- B. Galvanized-Steel Pipe Nipples: ASTM A733, made of ASTM A53/A53M or ASTM A106/A106M, Standard Weight, seamless steel pipe with threaded ends.
- C. Galvanized, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.
- D. Malleable-Iron Unions:
 1. ASME B16.39, Class 150.
 2. Hexagonal-stock body.
 3. Ball-and-socket, metal-to-metal, bronze seating surface.
 4. Threaded ends.
- E. Flanges: ASME B16.1, Class 125, cast iron.
- F. Appurtenances for Grooved-End, Galvanized-Steel Pipe:
 1. ASTM Fittings for Grooved-End, Galvanized-Steel Pipe: Galvanized, ASTM A47/A47M, malleable-iron casting; ASTM A106/A106M, steel pipe; or ASTM A536, ductile-iron casting; with dimensions matching steel pipe.
 2. AWWA Fittings for Grooved-End, Galvanized-Steel Pipe:
 - a. AWWA C606 for steel-pipe dimensions.
 - b. Ferrous housing sections.

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- c. EPDM-rubber gaskets suitable for hot and cold water.
- d. Bolts and nuts.
- e. Minimum Pressure Rating:

1) NPS 8 and Smaller: 600 psig.

2.5 STAINLESS STEEL PIPING

- A. Potable-water piping and components shall comply with NSF 61 and NSF 372.
- B. Stainless Steel Pipe: ASTM A312/A312M, with wall thickness as indicated in "Piping Applications" Article.
- C. Stainless Steel Pipe Fittings: ASTM A815/A815M.
- D. Appurtenances for Grooved-End, Stainless Steel Pipe:
 - 1. Fittings for Grooved-End, Stainless Steel Pipe: Stainless steel casting with dimensions matching stainless steel pipe.
 - 2. Mechanical Couplings for Grooved-End, Stainless Steel Pipe:
 - a. AWWA C606 for stainless steel-pipe dimensions.
 - b. Stainless steel housing sections.
 - c. Stainless steel bolts and nuts.
 - d. EPDM-rubber gaskets suitable for hot and cold water.
 - e. Minimum Pressure Rating:
 - 1) NPS 8 and Smaller: 600 psig.
- E. Stainless Steel Piping , Pressure-Seal-Joint Fittings:
 - 1. Material: Type 316 stainless steel, ASTM A312/A312M, Schedule 10.
 - 2. Fittings: Type 316 stainless steel with EPDM O-ring seal in each end, and approved for potable water applications.
 - 3. Listing: ICC-ES LC1002 or UL Classified in accordance with NSF 61 and NSF 372.
 - 4. Minimum 200-psig working-pressure rating at 250 deg F.

2.6 CPVC PIPING

- A. CPVC Pipe: ASTM F441/F441M, with wall thickness as indicated in "Piping Applications" Article.
 - 1. CPVC Socket Fittings: ASTM F438 for Schedule 40 and ASTM F439 for Schedule 80.
 - 2. CPVC Threaded Fittings: ASTM F437, Schedule 80.
- B. CPVC Piping System: ASTM D2846/D2846M, SDR 11, pipe and socket fittings.
- C. CPVC Tubing System: ASTM D2846/D2846M, SDR 11, tube and socket fittings.

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2.7 PEX TUBE AND FITTINGS

- A. Tube Material: PEX plastic according to ASTM F876.
- B. Fittings: ASTM F1807, metal insert and copper crimp rings or ASTM F1960, cold expansion fittings and reinforcing rings.
- C. Push-Fit Fittings: ASSE 1061, push-fit fittings.
- D. Manifold: Multiple-outlet, plastic or corrosion-resistant-metal assembly complying with ASTM F876; with plastic or corrosion-resistant-metal valve for each outlet.

2.8 PVC PIPE AND FITTINGS

- A. PVC Pipe: ASTM D1785, with wall thickness as indicated in "Piping Applications" Article.
- B. PVC Socket Fittings: ASTM D2466 for Schedule 40 and ASTM D2467 for Schedule 80.
- C. PVC Schedule 80 Threaded Fittings: ASTM D2464.

2.9 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials:
 - 1. AWWA C110/A21.10, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free unless otherwise indicated.
 - 2. Full-face or ring type unless otherwise indicated.
- B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- C. Solder Filler Metals: ASTM B32, lead-free alloys.
- D. Flux: ASTM B813, water flushable.
- E. Brazing Filler Metals: AWS A5.8M/A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.
- F. Solvent Cements for Joining CPVC Piping and Tubing: ASTM F493.
- G. Solvent Cements for Joining PVC Piping: ASTM D2564. Include primer according to ASTM F656.
- H. Plastic, Pipe-Flange Gaskets, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.10 ENCASEMENT FOR PIPING

- A. Standard: ASTM A674 or AWWA C105/A21.5.

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- B. Form: Sheet or tube.
- C. Color: Black or natural.

2.11 TRANSITION FITTINGS

- A. General Requirements:
 - 1. Same size as pipes to be joined.
 - 2. Pressure rating at least equal to pipes to be joined.
 - 3. End connections compatible with pipes to be joined.
- B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
- C. Sleeve-Type Transition Coupling: AWWA C219.
- D. Plastic-to-Metal Transition Fittings:
 - 1. Description:
 - a. CPVC or PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions.
 - b. One end with threaded brass insert and one solvent-cement-socket end.
- E. Plastic-to-Metal Transition Unions:
 - 1. Description:
 - a. CPVC or PVC four-part union.
 - b. Brass or stainless steel threaded end.
 - c. Solvent-cement-joint plastic end.
 - d. Rubber O-ring.
 - e. Union nut.

2.12 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 - 1. Standard: ASSE 1079.
 - 2. Pressure Rating: 125 psig minimum at 180 deg F.
 - 3. End Connections: Solder-joint copper alloy and threaded ferrous.
- C. Dielectric Flanges:
 - 1. Standard: ASSE 1079.
 - 2. Factory-fabricated, bolted, companion-flange assembly.

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3. Pressure Rating: 125 psig minimum at 180 deg F.
 4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric-Flange Insulating Kits:
1. Nonconducting materials for field assembly of companion flanges.
 2. Pressure Rating: 150 psig.
 3. Gasket: Neoprene or phenolic.
 4. Bolt Sleeves: Phenolic or polyethylene.
 5. Washers: Phenolic with steel backing washers.
- E. Dielectric Nipples:
1. Standard: IAPMO PS 66.
 2. Electroplated steel nipple complying with ASTM F1545.
 3. Pressure Rating and Temperature: 300 psig at 225 deg F.
 4. End Connections: Male threaded or grooved.
 5. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- D. Under-building-slab, domestic water, building-service piping, NPS 3 and smaller, shall be one of the following:
1. Annealed-temper copper tube, ASTM B88, Type L; wrought-copper, solder-joint fittings; and brazed joints.
 2. PVC, Schedule 40; socket fittings; and solvent-cemented joints.
- E. Under-building-slab, domestic water, building-service piping, NPS 4 to NPS 8 and larger, shall be one of the following:
1. Mechanical-joint, ductile-iron pipe; standard- or compact-pattern, mechanical-joint fittings; and mechanical joints.
 2. Push-on-joint, ductile-iron pipe; standard- or compact-pattern, push-on-joint fittings; and gasketed joints.
 3. Plain-end, ductile-iron pipe; grooved-joint, ductile-iron-pipe appurtenances; and grooved joints.
 4. PVC, Schedule 40; socket fittings; and solvent-cemented joints.

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- F. Under-building-slab, domestic water piping, NPS 2 and smaller, shall be one of the following:
1. Drawn-temper or annealed-temper copper tube, ASTM B88, Type L; wrought-copper, solder-joint fittings; and brazed.
 2. PVC, Schedule 40; socket fittings; and solvent-cemented joints.
- G. Aboveground domestic water piping, NPS 2 and smaller, shall be one of the following:
1. Galvanized-steel pipe and nipples; galvanized, gray-iron threaded fittings; and threaded joints.
 2. Drawn-temper copper tube, ASTM B88, Type L; cast- or wrought-copper, solder-joint fittings; and brazed or soldered joints.
 3. Drawn-temper copper tube, ASTM B88, Type L; copper pressure-seal-joint fittings; and pressure-sealed joints.
 4. Drawn-temper copper tube, ASTM B88, Type L; copper push-on-joint fittings; and push-on joints.
 5. Stainless steel, Schedule 10 pipe; pressure-seal-joint fittings; and pressure-sealed joints.
 6. CPVC, Schedule 40; socket fittings; and solvent-cemented joints.
 7. CPVC, Schedule 80 pipe; CPVC, Schedule 80 threaded fittings; and threaded joints.
 8. CPVC Tubing System: CPVC tube; CPVC socket fittings; and solvent-cemented joints. NPS 1-1/2 and NPS 2 CPVC pipe with CPVC socket fittings may be used instead of tubing.
 9. PEX tube, NPS 1 and smaller.
 - a. Fittings for PEX tube:
 - 1) ASTM F1807, metal insert and copper crimp rings.
 - 2) ASTM F1960, cold expansion fittings and reinforcing rings.
 - 3) ASSE 1061, push-fit fittings.
 10. PVC, Schedule 40; socket fittings; and solvent-cemented joints.
- H. Aboveground domestic water piping, NPS 2-1/2 to NPS 4, shall be one of the following:
1. Drawn-temper copper tube, ASTM B88, Type L; cast- or wrought-copper, solder-joint fittings; and brazed or soldered joints.
 2. Drawn-temper copper tube, ASTM B88, Type L; copper pressure-seal-joint fittings; and pressure-sealed joints.
 3. Drawn-temper copper tube, ASTM B88, Type L; grooved-joint, copper-tube appurtenances; and grooved joints.
 4. Galvanized-steel pipe and nipples; galvanized, gray-iron threaded fittings; and threaded joints.
 5. Galvanized-steel pipe; grooved-joint, galvanized-steel-pipe appurtenances; and grooved joints.
 6. Stainless steel, Schedule 40 pipe; grooved-joint fittings, and grooved joints.
 7. CPVC, Schedule 40; socket fittings; and solvent-cemented joints.
 8. CPVC, Schedule 80 pipe; CPVC, Schedule 80 threaded fittings; and threaded joints.
 9. PVC, Schedule 40; socket fittings; and solvent-cemented joints.

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3.2 EARTHWORK

- A. Comply with requirements in Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

3.3 INSTALLATION OF PIPING

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."
- C. Install ductile-iron piping under building slab with restrained joints according to AWWA C600 and AWWA M41.
- D. Install underground ductile-iron pipe in PE encasement according to ASTM A674 or AWWA C105/A21.5.
- E. Install water-pressure-reducing valves downstream from shutoff valves. Comply with requirements for pressure-reducing valves in Section 221119 "Domestic Water Piping Specialties."
- F. Install domestic water piping level with 0.25 percent slope downward toward drain and plumb.
- G. Rough-in domestic water piping for water-meter installation according to utility company's requirements.
- H. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- I. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- J. 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.
- K. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- L. Install piping to permit valve servicing.
- M. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- N. Install piping free of sags and bends.
- O. Install fittings for changes in direction and branch connections.

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- P. Install PEX tubing with loop at each change of direction of more than 90 degrees.
- Q. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- R. Install pressure gauges on suction and discharge piping for each plumbing pump and packaged booster pump. Comply with requirements for pressure gauges in Section 220519 "Meters and Gages for Plumbing Piping."
- S. Install thermostats in hot-water circulation piping. Comply with requirements for thermostats in Section 221123 "Domestic Water Pumps."
- T. Install thermometers on outlet piping from each water heater. Comply with requirements for thermometers in Section 220519 "Meters and Gages for Plumbing Piping."
- U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- V. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- W. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."

3.4 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Braze Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B828 or CDA's "Copper Tube Handbook."
- F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools and procedure recommended by pressure-seal-fitting manufacturer. Leave insertion marks on pipe after assembly.

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- B. Transition Fittings in Underground Domestic Water Piping:
 - 1. Fittings for NPS 1-1/2 and Smaller: Fitting-type coupling.
 - 2. Fittings for NPS 2 and Larger: Sleeve-type coupling.
- C. Transition Fittings in Aboveground Domestic Water Piping NPS 2 and Smaller: Plastic-to-metal transition fittings.

3.6 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- B. Comply with requirements for hangers, supports, and anchor devices in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
- C. Install hangers for metallic piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- D. Install vinyl-coated hangers for CPV and CPVC piping, with maximum horizontal spacing and minimum rod diameters, to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- E. Install vinyl-coated hangers for PEX tubing, with maximum horizontal spacing and minimum rod diameters, to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- F. Support horizontal piping within 12 inches of each fitting.
- G. Support vertical runs of metallic piping to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- H. Support vertical runs of CPV and CPVC piping to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- I. Support vertical runs of PEX tubing to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

3.7 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

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- D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
 - 1. Domestic Water Booster Pumps: Cold-water suction and discharge piping.
 - 2. Water Heaters: Cold-water inlet and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
 - 3. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
 - 4. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

3.8 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification materials and installation in Section 220553 "Identification for Plumbing Piping and Equipment."

3.9 ADJUSTING

- A. Perform the following adjustments before operation:
 - 1. Close drain valves, hydrants, and hose bibbs.
 - 2. Open shutoff valves to fully open position.
 - 3. Open throttling valves to proper setting.
 - 4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
 - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide hot-water flow in each branch.
 - b. Adjust calibrated balancing valves to flows indicated.
 - 5. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
 - 6. Remove and clean strainer screens. Close drain valves and replace drain plugs.
 - 7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
 - 8. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.10 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Piping Inspections:
 - a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.

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- b. During installation, notify authorities having jurisdiction at least one day 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 authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
 - c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
 - d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
2. Piping Tests:
- a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
 - b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
 - c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 - e. Hydrostatic testing and documentation of test results for polypropylene piping to be in accordance with the manufacturer's instructions and submitted to the manufacturer upon successful completion per warranty requirements.
 - f. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
 - g. Prepare reports for tests and for corrective action required.
- B. Domestic water piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.11 CLEANING

- A. Clean and disinfect potable domestic water piping as follows:
 - 1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.

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2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
 - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
 - d. Repeat procedures if biological examination shows contamination.
 - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Clean non-potable domestic water piping as follows:
 1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
 2. Use purging procedures prescribed by authorities having jurisdiction or; if methods are not prescribed, follow procedures described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.
- C. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- D. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION 221116

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SECTION 221316 - 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.
3. Galvanized-steel pipe and fittings.
4. Ductile-iron pipe and fittings.
5. ABS pipe and fittings.
6. PVC pipe and fittings.
7. Specialty pipe fittings.
8. Encasement for underground metal piping.

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. Coordination Drawings: Plans and elevations, or Building Information Model (BIM) drawn to scale, showing items described in this Section and coordinated with all building trades.
- B. 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.
- C. 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:

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1. Notify Owner no fewer than two days in advance of proposed interruption of sanitary waste service.
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.
- 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."
 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.

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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.
- B. Single-Stack Aerator Fittings: ASME B16.45, hubless, cast-iron aerator and deaerator drainage fittings.
- C. CISPI, Hubless-Piping Couplings:
 - 1. Standards: ASTM C1277 and CISPI 310.
 - 2. Description: Stainless steel corrugated shield with stainless steel bands and tightening devices; and ASTM C564, rubber sleeve with integral, center pipe stop.
- D. Heavy-Duty, Hubless-Piping Couplings:
 - 1. Standards: ASTM C1277 and ASTM C1540.
 - 2. Description: Stainless steel shield with stainless steel bands and tightening devices; and ASTM C564, rubber sleeve with integral, center pipe stop.

2.5 GALVANIZED-STEEL PIPE AND FITTINGS

- A. Galvanized-Steel Pipe: ASTM A53/A53M, Type E, standard-weight cast iron. Include square-cut-grooved or threaded ends matching joining method.
- B. Galvanized-Cast-Iron Drainage Fittings: ASME B16.12, threaded.
- C. Steel Pipe Pressure Fittings:
 - 1. Galvanized-Steel Pipe Nipples: ASTM A733, made of ASTM A53/A53M or ASTM A106/A106M, Schedule 40, seamless steel pipe. Include ends matching joining method.
 - 2. Malleable-Iron Unions: ASME B16.39, Class 150, hexagonal-stock body with ball-and-socket, metal-to-metal, bronze seating surface; and female threaded ends.
 - 3. Galvanized-Gray-Iron, Threaded Fittings: ASME B16.4, Class 125, standard pattern.
- D. Cast-Iron Flanges: ASME B16.1, Class 125.
 - 1. Flange Gasket Materials: ASME B16.21, full-face, flat, nonmetallic, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 - 2. Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- E. Grooved-Joint, Galvanized-Steel-Pipe Appurtenances:
 - 1. Galvanized, Grooved-End Fittings for Galvanized-Steel Piping: ASTM A536, ductile-iron castings; ASTM A47/A47M, malleable-iron castings; ASTM A234/A234M, forged

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steel fittings; or ASTM A106/A106M, steel pipes with dimensions matching ASTM A53/A53M, steel pipe, and complying with AWWA C606 for grooved ends.

2. Grooved Mechanical Couplings for Galvanized-Steel Piping: ASTM F1476, Type I. Include ferrous housing sections with continuous curved keys, EPDM-rubber gasket suitable for hot and cold water, and bolts and nuts.

2.6 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.

C. Ductile-Iron, Grooved-Joint Piping: AWWA C151/A21.51, with round-cut-grooved ends in accordance with AWWA C606.

D. Ductile-Iron, Grooved-End Pipe Appurtenances:

1. Grooved-End, Ductile-Iron Fittings: ASTM A536, ductile-iron castings, with dimensions matching AWWA C110/A 21.10, ductile-iron pipe or AWWA C153/A 21.53, ductile-iron fittings, and complying with AWWA C606 for grooved ends.
2. Grooved Mechanical Couplings for Ductile-Iron Pipe: ASTM F1476, Type I. Include ferrous housing sections with continuous curved keys, EPDM-rubber center-leg gasket suitable for hot and cold water, and bolts and nuts.

2.7 ABS PIPE AND FITTINGS

A. NSF Marking: Comply with NSF 14 for plastic piping components. Include "NSF-dwv" marking for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

B. Solid-Wall ABS Pipe: ASTM D2661, Schedule 40.

C. Cellular-Core ABS Pipe: ASTM F628, Schedule 40.

D. ABS Socket Fittings: ASTM D2661, made in accordance with ASTM D3311, drain, waste, and vent patterns.

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- E. Solvent Cement: ASTM D2235.

2.8 PVC PIPE AND FITTINGS

- A. Comply with NSF 14 for plastic piping components. Include "NSF-dwv" marking for plastic drain, waste, and vent piping and "NSF-sewer" marking for plastic sewer piping.
- B. Solid-Wall PVC Pipe: ASTM D2665 drain, waste, and vent.
- C. Cellular-Core PVC Pipe: ASTM F891, Schedule 40.
- D. PVC Socket Fittings: ASTM D2665, made in accordance with ASTM D3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.
- E. Adhesive Primer: ASTM F656.
- F. Solvent Cement: ASTM D2564.

2.9 SPECIALTY PIPE FITTINGS

- A. Transition Couplings:
 - 1. General Requirements: Fitting or device for joining piping with small differences in ODs or of different materials. Include end connections of same size as and compatible with pipes to be joined.
 - 2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
 - 3. Unshielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C1173.
 - b. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - c. End Connections: Same size as and compatible with pipes to be joined.
 - d. Sleeve Materials:
 - 1) For Cast-Iron Soil Pipes: ASTM C564, rubber.
 - 2) For Plastic Pipes: ASTM F477, elastomeric seal or ASTM D5926 PVC.
 - 3) For Dissimilar Pipes: ASTM D5926 PVC or other material compatible with pipe materials being joined.
 - 4. Shielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C1460.
 - b. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - c. End Connections: Same size as and compatible with pipes to be joined.

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5. Pressure Transition Couplings:
 - a. Standard: AWWA C219.
 - b. Description: Metal sleeve-type same size as, with pressure rating at least equal to, and ends compatible with, pipes to be joined.
 - c. Center-Sleeve Material: Manufacturer's standard.
 - d. Gasket Material: Natural or synthetic rubber.
 - e. Metal Component Finish: Corrosion-resistant coating or material.

B. Dielectric Fittings:

1. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
2. Dielectric Unions:
 - a. Description:
 - 1) Standard: ASSE 1079.
 - 2) Pressure Rating: 125 psig minimum at 180 deg F.
 - 3) End Connections: Solder-joint copper alloy and threaded ferrous.
3. Dielectric Flanges:
 - a. Description:
 - 1) Standard: ASSE 1079.
 - 2) Factory-fabricated, bolted, companion-flange assembly.
 - 3) Pressure Rating: 125 psig minimum at 180 deg F.
 - 4) End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
4. Dielectric-Flange Insulating Kits:
 - a. Description:
 - 1) Nonconducting materials for field assembly of companion flanges.
 - 2) Pressure Rating: 150 psig.
 - 3) Gasket: Neoprene or phenolic.
 - 4) Bolt Sleeves: Phenolic or polyethylene.
 - 5) Washers: Phenolic with steel backing washers.
5. Dielectric Nipples:
 - a. Description:
 - 1) Standard: IAPMO PS 66.
 - 2) Electroplated steel nipple.
 - 3) Pressure Rating: 300 psig at 225 deg F.
 - 4) End Connections: Male threaded or grooved.

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- 5) Lining: Inert and noncorrosive, propylene.

2.10 ENCASUREMENT FOR UNDERGROUND METAL PIPING

- A. Standard: ASTM A674 or AWWA C105/A 21.5.
- B. Material: Linear low-density polyethylene film of 0.008-inch or high-density, cross-laminated polyethylene film of 0.004-inch minimum thickness.
- C. Form: Sheet or tube.

PART 3 - EXECUTION

3.1 EARTH MOVING

- A. Comply with requirements for excavating, trenching, and backfilling specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- 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. Install seismic restraints on piping.

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- K. 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.
- L. Lay buried building waste piping beginning at low point of each system.
 - 1. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream.
 - 2. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
 - 3. Maintain swab in piping and pull past each joint as completed.
- M. Install soil and waste and vent piping at the following minimum slopes unless otherwise indicated:
 - 1. Building Sanitary Waste: Two percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.
 - 2. Horizontal Sanitary Waste Piping: Two percent downward in direction of flow.
 - 3. Vent Piping: One percent down toward vertical fixture vent or toward vent stack.
- N. Install cast-iron soil piping in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
 - 1. Install encasement on underground piping in accordance with ASTM A674 or AWWA C105/A 21.5.
- O. Install steel piping in accordance with applicable plumbing code.
- P. Install aboveground ABS piping in accordance with ASTM D2661.
- Q. Install aboveground PVC piping in accordance with ASTM D2665.
- R. Install underground ABS and PVC piping in accordance with ASTM D2321.
- S. Install engineered soil and waste and vent piping systems as follows:
 - 1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.
 - 2. Hubless, Single-Stack Drainage System: Comply with ASME B16.45 and hubless, single-stack aerator fitting manufacturer's written installation instructions.
 - 3. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.

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- T. Install underground, ductile-iron, force-main piping according to AWWA C600.
 - 1. Install buried piping inside building between wall and floor penetrations and connection to sanitary sewer piping outside building with restrained joints.
 - 2. Anchor pipe to wall or floor. Install thrust-block supports at vertical and horizontal offsets.
 - 3. Install encasement on piping in accordance with ASTM A674 or AWWA C105/A 21.5.
- U. Install underground, copper, force-main tubing in accordance with CDA's "Copper Tube Handbook."
 - 1. Install encasement on piping in accordance with ASTM A674 or AWWA C105/A 21.5.
- V. Install force mains at elevations indicated.
- W. Plumbing Specialties:
 - 1. Install backwater valves in sanitary waster gravity-flow piping.
 - a. Comply with requirements for backwater valves specified in Section 221319 "Sanitary Waste Piping Specialties."
 - 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."
- X. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
- Y. Install sleeves for piping penetrations of walls, ceilings, and floors.
 - 1. Comply with requirements for sleeves specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- Z. Install sleeve seals for piping penetrations of concrete walls and slabs.
 - 1. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."

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- AA. Install escutcheons for piping penetrations of walls, ceilings, and floors.
 - 1. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."

3.3 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. Hub-and-Spigot, Cast-Iron Soil Piping Caulked Joints: Join in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead-and-oakum caulked joints.
- C. 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.
- D. 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.
- E. Grooved Joints: Cut groove ends of pipe in accordance with AWWA C606. Lubricate and install gasket over ends of pipes or pipe and fitting. Install coupling housing sections over gasket, with keys seated in piping grooves. Install and tighten housing bolts.
- F. 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.
- G. Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings in accordance with the following:
 - 1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join in accordance with ASTM D2235 and ASTM D2661 appendixes.
 - 3. PVC Piping: Join in accordance with ASTM D2855 and ASTM D2665 appendixes.
- H. Joint Restraints and Sway Bracing:
 - 1. Provide joint restraints and sway bracing for storm drainage piping joints to comply with the following conditions:

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- 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.

3.4 SPECIALTY PIPE FITTING INSTALLATION

A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in ODs.
2. In Waste Drainage Piping: Shielded, nonpressure transition couplings.
3. In Aboveground Force Main Piping: Fitting-type transition couplings.
4. In Underground Force Main Piping:
 - a. NPS 1-1/2 and Smaller: Fitting-type transition couplings.
 - b. NPS 2 and Larger: Pressure transition couplings.

B. Dielectric Fittings:

1. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
2. Dielectric Fittings for NPS 2 and Smaller: Use dielectric nipples or unions.
3. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flanges.
4. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

C. Shutoff Valves:

1. Install shutoff valve on each sewage pump discharge.
2. Install gate or full-port ball valve for piping NPS 2 and smaller.
3. Install gate valve for piping NPS 2-1/2 and larger.

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

E. 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.

3.5 INSTALLATION OF HANGERS AND SUPPORTS

A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."

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- B. Comply with requirements for pipe hanger and support devices and installation specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment".
 - 1. Install carbon-steel pipe hangers for horizontal piping in noncorrosive environments.
 - 2. Install stainless steel or fiberglass pipe hangers for horizontal piping in corrosive environments.
 - 3. Install carbon-steel pipe support clamps for vertical piping in noncorrosive environments.
 - 4. Install stainless steel pipe support clamps for vertical piping in corrosive environments.
 - 5. Vertical Piping: MSS Type 8 or Type 42 clamps.
 - 6. Install individual, straight, horizontal piping runs:
 - a. 100 Ft. and Less: MSS Type 1, adjustable, steel clevis hangers.
 - b. Longer Than 100 Ft.: MSS Type 43, adjustable roller hangers.
 - c. Longer Than 100 Ft. if Indicated: MSS Type 49, spring cushion rolls.
 - 7. Multiple, Straight, Horizontal Piping Runs 100 Ft. or Longer: MSS Type 44 pipe rolls. Support pipe rolls on trapeze.
 - 8. Base of Vertical Piping: MSS Type 52 spring hangers.
- C. Install hangers for metallic soil piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- D. Install hangers for ABS and PVC piping, with maximum horizontal spacing and minimum rod diameters, to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- E. Support horizontal piping and tubing within 12 inches of each fitting, valve, and coupling.
- F. Support vertical runs of cast-iron soil piping to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- G. Support vertical runs of ABS and PVC piping to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

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

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3. Plumbing Specialties: Connect waste and vent piping in sizes indicated, but not smaller than required by plumbing code.
4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.
5. Install horizontal backwater valves if indicated.
6. Equipment: Connect waste piping as indicated.
 - a. Provide shutoff valve if indicated and union for each connection.
 - b. Use flanges instead of unions for connections NPS 2-1/2 and larger.

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

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

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

3.7 IDENTIFICATION

- A. Identify exposed sanitary waste and vent piping.
- B. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

3.8 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.

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- 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.

3.9 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. Exposed ABS and PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water-based latex paint.
- E. Repair damage to adjacent materials caused by waste and vent piping installation.

3.10 PIPING SCHEDULE

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

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- B. Aboveground, soil and waste piping NPS 4 and smaller are to be any of the following:
1. Service cast-iron soil pipe and fittings; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; hubless-piping couplings; and coupled joints.
 3. Galvanized-steel pipe, drainage fittings, and threaded joints.
 4. ABS pipe, ABS socket fittings, and solvent-cemented joints.
 5. PVC pipe, PVC socket fittings, and solvent-cemented joints.
 6. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- C. Aboveground, vent piping NPS 4 and smaller is to be any of the following:
1. Service cast iron, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; hubless-piping couplings; and coupled joints.
 3. Galvanized-steel pipe, drainage fittings, and threaded joints.
 4. ABS pipe, ABS socket fittings, and solvent-cemented joints.
 5. PVC pipe, PVC socket fittings, and solvent-cemented joints.
 6. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- D. Underground, soil, waste, and vent piping NPS 4 and smaller are to be any of the following:
1. Service cast-iron soil piping; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; hubless-piping couplings; and coupled joints.
 3. ABS pipe, ABS socket fittings, and solvent-cemented joints.
 4. PVC pipe, PVC socket fittings, and solvent-cemented joints.
 5. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
 6. Ductile-iron, push-on-joint piping and push-on joints.
 7. Ductile-iron, grooved-joint piping and grooved joints.
 8. Pressure transition couplings if dissimilar pipe materials.

END OF SECTION 221316

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SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for **slabs-on-grade**.
3. Subbase course for concrete **pavements**.
4. Excavating and backfilling trenches for utilities and buried utility structures.

B. Related Requirements:

1. Section 321313 "Concrete Paving".

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and concrete paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated on plans.

F. Fill: Soil materials used to raise existing grades.

G. Fine Grade Sewer Rock: Rock used in drain field.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other fabricated stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

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- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 1. Geotextiles.
 2. Warning tapes.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each **borrow** soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D2487.
 2. Laboratory compaction curve according to **ASTM D698**
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.5 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify the Alaska Dig Line at 800-478-3121 before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

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- J. Fine Grade Sewer Rock:
1. Specific Sieve Criteria

U.S. Standard Sieve No.	% Passing
2"	100
1½"	90-100
1"	0-100
¾"	0-10
½"	0-5
#200	0-1

2.2 GEOTEXTILES

- A. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability:
 - a. Class 2; AASHTO M 288.
 - b. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.
 - c. Permittivity: 0.02 per second, minimum; ASTM D4491.
 - d. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

2.3 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Green: Sewer systems.

2.4 RIGID BOARD INSULATION

- A. Insulation Board. AASHTO M 230, Type VI, except that extrusion is not required, and the maximum water absorption is 0.3 percent by volume, as determined by ASTM C272. Insulation board must meet or exceed the minimum thickness called out in the plans, and have a 20-year warranted thermal resistance (R-Value) @ 75°F of 4.5 per inch of thickness as determined by ASTM C177 or ASTM C518.

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PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction.
 - 3. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

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3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: **As indicated.**
- C. Trench Bottoms:
 - 1. Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - a. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - b. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

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- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for **changes in the Work**.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring, bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing.
- D. Initial Backfill:
 - 1. Soil Backfill: Place and compact initial backfill of **subbase material**, free of particles larger than **1 inch** in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Final Backfill:

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1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
- G. Insulation Board: Prior to placing the insulation board, blade, shape, and compact the area per Section 3.6. Place a sand blanket leveling course at least four inches thick. Finish the leveling course surface so it does not vary more than 0.10 foot when tested using a ten-foot straightedge.

Set each board accurately to the line and grade established and anchor firmly in place by driving a minimum of 2 wood dowels per panel. Place insulation to the required thickness, using a minimum of two layers. Stagger all joints between layers.

Cover the insulation board with twelve inches of sand blanket material prior to placing subsequent lifts. Use approved spreading and compacting equipment.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under building slabs, use engineered fill.
 4. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry density.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than **8 inches** in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

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- C. Compact soil materials to not less than the following percentages of maximum dry density according to **ASTM D698**:
 - 1. Under structures, building slabs, and hardstands, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at **95** percent.
 - 2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at **85** percent.
 - 3. For utility trenches, compact each layer of initial and final backfill soil material at **85** percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus **1 inch**.
 - 2. Pavements: Plus or minus **1/2 inch**.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of **1/2 inch** when tested with a 10-foot straightedge.

3.15 SUBBASE AND BASE COURSES UNDER HARDSTANDS

- A. Place subbase course **and base course** on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course **and base course** under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase course **and base course** to required elevations and cross-slope grades.
 - 4. Place subbase course **and base course** 6 inches or less in compacted thickness in a single layer.
 - 5. Compact subbase course **and base course** at optimum moisture content to required grades, lines, cross sections, and thickness to not less than **95** percent of maximum dry unit weight according to **ASTM D698**.

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3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every **2000 sq. ft.** or less of paved area or building slab but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every **150 feet** or less of trench length but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

SCCC KITCHEN DRAIN FLOOR REPAIRS

END OF SECTION 312000

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SECTION 333100 - SANITARY SEWERAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sanitary sewerage piping.
 - 2. Bedding and cover materials.
- B. Related Requirements:
 - 1. Section 31200 "Earth Moving".
 - 2. Section 334313.23 "Septic Tanks"
 - 3. Section 333451.00 Drainage Field System

1.2 DEFINITIONS

- A. Bedding: Fill placed under, beside, and directly over pipe, prior to subsequent backfill operations.

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³).
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³).
 - 3. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
 - 4. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
 - 5. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
 - 6. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 - 7. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
 - 8. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

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9. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
10. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer information indicating pipe material to be used, pipe accessories, **and fittings**.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record finished locations of pipe runs, connections, **cleanouts**, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Storage:
 1. Store materials according to manufacturer instructions.
 2. Store valves in shipping containers with labeling in place.
- C. Protection:
 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 2. Block individual and stockpiled pipe lengths to prevent moving.
 3. Provide additional protection according to manufacturer instructions.

1.7 EXISTING CONDITIONS

- A. Field Measurements:
 1. Verify field measurements prior to fabrication.
 2. Indicate field measurements on Shop Drawings.

SCCC KITCHEN DRAIN FLOOR REPAIRS

PART 2 - PRODUCTS

2.1 SANITARY SEWERAGE PIPING

A. Plastic Pipe:

1. Material: PVC.
2. Comply with ASTM D3034, SDR-35.
3. Inside Nominal Diameter: 4-inches,
4. End Connections: Bell and spigot with rubber-ring-sealed gasket joint.
5. Fittings: PVC.
6. Joints:
 - a. Elastomeric gaskets.
 - b. Comply with ASTM F477.

2.2 MATERIALS

A. Bedding and Cover:

1. Bedding: Fill as specified in Section **312000 – Earth Moving**
2. Soil Backfill from Above Pipe to Finish Grade:
 - a. Soil Type, as specified in Section **312000 – Earth Moving**.
 - b. Subsoil with no rocks more than 6 inches in diameter, frozen earth, or foreign matter.

2.3 ACCESSORIES

A. Pipe Markers: As specified in **312000 – Earth Moving**.

2.4 SOURCE QUALITY CONTROL

1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that **trench cut** and **excavation base** is ready to receive Work of this Section.
- B. Verify that excavations, dimensions, and elevations are as indicated on **Drawings**.

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3.2 PREPARATION

- A. Correct over-excavation with **fine aggregate**.
- B. Remove large stones or other hard materials that could damage pipe or impede consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities, and appurtenances.
- D. Utilities:
 - 1. Maintain profiles of utilities.
 - 2. Coordinate with **other utilities** to eliminate interference.
 - 3. Notify Engineer if crossing conflicts occur.

3.3 INSTALLATION

- A. Bedding:
 - 1. Excavate pipe trench as specified in Section **312000 – Earth Moving**.
 - 2. Place bedding material at trench bottom.
 - 3. Level materials in continuous layer not exceeding 6 inches.
 - 4. Maintain optimum moisture content of bedding material to attain required compaction density.
- B. Piping:
 - 1. Install pipe, fittings, and accessories according to **ASTM D2321**, and seal joints watertight.
 - 2. Lay pipe to slope gradients as indicated on **Drawings**.
 - 3. Begin at downstream end of system and progress upstream.
 - 4. Bedding: As indicated on Drawings.
 - 5. Lay bell-and-spigot pipe with bells upstream.
 - 6. Backfill and compact as specified in Section **312000 – Earth Moving**.
 - 7. Do not displace or damage pipe when compacting.
 - 8. Connect to **building sanitary sewer outlet** as shown on Drawings.
- C. Backfilling: As specified in **312000 – Earth Moving**.

3.4 TOLERANCES

- A. Maximum Variation from Indicated Slope: 1/8-inch in 10 feet.

3.5 FIELD QUALITY CONTROL

- A. Request inspection by **Engineer** prior to **and immediately after** placing bedding.
- B. Testing:

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1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.
2. Pipe Testing:
 - a. The Contractor is to clean and flush all sanitary sewer pipe installed prior to testing and substantial completion inspection. Testing for the purpose of acceptance will be done after trenches are backfilled.
 - b. Hydrostatic Exfiltration Test:

Upon completion of sanitary sewer, the Contractor is to plug ends of the pipe prior to commencing testing. A minimum head of six feet (6') of water above the crown at the upper end of the test section is to be maintained for a period of four (4) hours during which time it will be presumed that full absorption of the pipe body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. During this one-hour period, the measured loss must not exceed the rate of fifty (50) gallons per inch diameter per mile per twenty-four (24) hours.

The above listed leakage rate is also to be applied to infiltration from ground water and infiltration or exfiltration in greater amounts will be cause for rejection of the sanitary sewer.
3. Compaction Testing:
 - a. Comply with **AASHTO T 180**.
 - b. Testing Frequency: One test.

3.6 PROTECTION

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.
- B. Cap open ends of piping during periods of Work stoppage.

END OF SECTION 333100