



**STATE OF ALASKA**  
Department of Corrections  
Division of Administrative Services  
802 3<sup>rd</sup> Street, Suite 220  
Douglas, AK 99824

## **Invitation to Bid**

**No. 260003132-1**

Date of Issue: **March 11, 2026**

Project:

**Fairbanks Correctional Center (FCC) Kitchen Roof  
Replacement**  
**Fairbanks, Alaska**

Bidders Are Not Required to Return This Form.

Michael Lim  
Procurement Manager  
Department of Corrections

Shawn Ratliff  
Facilities Manager / Project Manager  
Department of Corrections

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STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

# INVITATION TO BID

for Construction Contract

Date March 11, 2026

## Fairbanks Correctional Center (FCC) Kitchen roof Replacement Project Number: 260003132-1

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. **Bids will be opened publicly at 2:00 PM local time, in the Douglas Island Building, Suite 220, 802 3<sup>rd</sup> Street, Douglas Alaska, on April 9, 2026.**

Location of Project: Fairbanks Correctional Center, 1931 Eagan Avenue, Fairbanks, Alaska 99701

Contracting Officer: Michael Lim

Issuing Office: Alaska Department of Corrections  
802 3<sup>rd</sup> Street, Suite 220  
Douglas, Alaska 99824

State Funded

Federal Aid

### Description of Work:

This State funded project requires a contractor to provide all labor, materials, equipment and travel / lodging cost to replace the kitchen roof at Fairbanks Correctional Center (FCC) located in Fairbanks, Alaska. The intent of this contract is to replace the existing approximately 3,000 square foot flat / low-slope EPDM kitchen roof as identified in the Engineering specification sheet / drawings.

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

Project DBE Utilization Goal:  Race-Neutral

The Engineer's Estimate is around \$650,000 – \$700,000.00

All work shall be completed in N/A Calendar Days, or by **August 31, 2026**

The Department will identify interim completion dates, if any, in the Special Provisions.

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

### Submission of Bidding Documents

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

Bidding Documents for Project:  
**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center**  
**1931 Eagan Avenue,**  
**Fairbanks, Alaska 99701**  
**Project No. 260003132-1**

ATTN: Michael Lim  
State of Alaska  
Department of Corrections  
802 3<sup>rd</sup> Street, Suite 220  
Douglas, Alaska 99824

**OR**

Submit a bid via email to: [doc.procurement@alaska.gov](mailto:doc.procurement@alaska.gov)

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

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email must transmit its documentation to the Department at this email address: [doc.procurement@alaska.gov](mailto:doc.procurement@alaska.gov), or phone number: (907) 465-6014.

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

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

### NOTICE TO BIDDERS

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

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

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

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

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**QUESTIONS:**

Questions pertaining to the project requirement and specifications should be in writing and received by the procurement officer no later than close of business **April 2, 2026**, to allow adequate time for the issuance of an addendum, if needed.

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**OTHER INFORMATION:**

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

**Pre-Bid Inspection of Site Meeting:** A Pre-Bid Site Visit is schedule for March 24, 2026 @ 10:00 AM, local time (NON-MANDATORY). Interested vendors must contact: Project Manager: Shawn Ratliff, (907) 269-7035, to register for the inspection and submit the "Clearance Form" for security sergeant to run a background check to allow access to the facility. A form must be filled out for everyone attending the site visit. Forms must be submitted 72 hours in advance. Clearance form is in this bid packet. Email your forms to [shawn.ratliff@alaska.gov](mailto:shawn.ratliff@alaska.gov). Vendors are to meet the Project Manager in the Administrative Lobby of the facilities access to the correctional facility and surrounding area must be controlled.

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

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

STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

**INFORMATION TO BIDDERS**

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

**100.01 BIDDERS QUALIFICATIONS**

A bidder shall:

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

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

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

**100.02 CONTENTS OF BID PACKAGE**

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

The bid package includes the following:

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

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

**100.03 EXAMINATION OF CONTRACT REQUIREMENTS**

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

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

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

#### **100.04 CONDITIONS AT SITE OF WORK**

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

#### **100.05 PREPARATION OF BIDS**

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

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

B. The bid schedule contains empty space(s) that call for the bidder to enter its proposed price for each corresponding item which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

C. The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.

D. Neither conditional nor alternative bids will be considered unless called for.

#### **100.06 BID SECURITY**

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

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

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

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

#### **100.07 ADDENDA REQUIREMENTS**

The Department will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid due date are needed. The Department may send addenda by any reasonable method such as fax, email, or may post the addenda on its website or online bidding service. Unless

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

#### **100.08 DELIVERY OF BIDS**

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

#### **100.09 WITHDRAWAL OR REVISION OF BIDS**

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

#### **100.010 PROTEST OF INVITATION TO BID**

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

#### **100.011 RECEIPT AND OPENING OF BIDS**

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

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

#### **100.012 NONRESPONSIVE BIDS**

1. A bid shall be rejected as nonresponsive if it:
  - a. Is not properly signed by an authorized representative of the bidder and in a legally binding manner;
  - b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
  - c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award,
  - d. Fails to include an acceptable bid guaranty with the bid;

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

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

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

**100.014 ELECTRONIC MAIL**

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

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

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

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

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

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

**100.015 CONSIDERATION OF BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

An Alaska veteran is a resident of Alaska who:

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

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

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

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

## **100.016 RESPONSIBILITY OF BIDDERS**

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

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

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

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

#### **100.017 SUBCONTRACTOR LIST**

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

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

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

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

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

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

9) Refuses to agree or abide with the bidder's labor agreement; or

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

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

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

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

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

#### **100.018 AWARD OF CONTRACT**

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

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

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

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

#### **100.019 RETURN OF BID SECURITY**

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

- 1) To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and

- 2) To the two lowest responsive and responsible bidders immediately after Contract award.

## **100.020 PERFORMANCE AND PAYMENT BONDS**

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

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

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

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

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

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

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

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

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

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

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



STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

## REQUIRED DOCUMENTS

State Funded Contracts

**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center (FCC), Fairbanks, Alaska**  
**Project# 260003132-1**

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

1. **Bid Proposal (Form 25D-9)**
2. **Bid Schedule**
3. **Bid Modification (Form 25D-16)** (Any bid revisions must be submitted by the bidder prior to bid opening on this form.)
4. **Bid Bond (Form 25D-14)**
5. **Alaska Bidder Preference Certification (Form 25D-19)** (If applicable)
6. **Alaska Veteran Preference Certification (Form 25D-17)** (If applicable)
7. **Alaska Product Preference (Form 25D-20)** (If applicable)
8. **Alaska Military Skills Preference Certification (Form 25D-21)** (If applicable)

**Bids received that do not meet these requirements shall be considered non-responsive.**

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

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

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

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



STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

## BID FORM

for

**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center (FCC), Fairbanks, Alaska**  
**Project# 260003132-2**

by

Company Name

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

Company Alaska Business License No:

Company Contractor's Registration No:

**TO THE CONTRACTING OFFICER,  
DEPARTMENT OF CORRECTIONS:**

In compliance with your Invitation to Bid dated **March 11, 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, located at or near **Fairbanks, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of one sheet, which is made a part of this Bid.

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

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

The Undersigned agrees to commence the work within 10 calendar days after the effective date of the Notice to Proceed and to complete all work by **August 31, 2026**.

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: FCC Kitchen Roof Replacement  
 Project# 260003132-1



**STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS**

**BID SCHEDULE**

**Project:** FCC Kitchen Roof Replacement  
**Location:** Fairbanks Correctional Center (FCC)  
1931 Eagan Avenue, Fairbanks, Alaska 99701  
**Project No.:** 260003132-1

**ITB Dated: March 11, 2026**

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

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

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

Conditioned or qualified bids will be considered non-responsive.

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

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

Contractor shall hold the Bid Amount price for 90 days.

Contractor's Signature \_\_\_\_\_

Date \_\_\_\_\_



STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

## ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: FCC Kitchen Roof Replacement, Project # 260003132-1

Bidder/Proposer (company name): \_\_\_\_\_

### Operation of Alaska Bidder Preference

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

### Instructions regarding Alaska Bidder Preference

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

### Alaska Bidder Certification

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

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

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

By (signature) \_\_\_\_\_

Date \_\_\_\_\_

Printed name \_\_\_\_\_

Alaska Business License Number \_\_\_\_\_

Title: \_\_\_\_\_



## 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](mailto: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 FCC Kitchen Roof Replacement, Project 260003132-1,

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 FCC Kitchen Roof Replacement, Project 260003132-1,

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

# BID BOND

for  
**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center (FCC)**  
**Fairbanks, Alaska**  
**Project 260003132-1**

Project Name and Number

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	[ ] Individual	[ ] Partnership
	[ ] Joint Venture	[ ] Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

<b>A.</b>	<b>B.</b>	<b>C.</b>
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)**

<b>Surety A</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety B</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety C</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Re: Project 260003132-1, FCC Kitchen Roof Replacement

## INSTRUCTIONS

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

**Re:     Project 260003132-1, FCC Kitchen Roof Replacement**









STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

# CONSTRUCTION CONTRACT

**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center (FCC)**  
**Fairbanks, Alaska**  
**Project 260003132-1**

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

---

Company Name

---

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

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

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

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **August 14, 2026, for Substantial Completion Date and August 31, 2026, for the Final Completion Date.**

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 260003132-1, FCC Kitchen Roof Replacement



STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

# PERFORMANCE BOND

Bond No. \_\_\_\_\_

For  
**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center (FCC)**  
**Fairbanks, Alaska**  
**Project 260003132-1**

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

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

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

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall 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

## 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  
**FCC Kitchen Roof Replacement**  
**Fairbanks Correctional Center (FCC)**  
**Fairbanks, Alaska**  
**Project 260003132-1**

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

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

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

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

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

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_

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

\_\_\_\_\_  
Alaska Department of Corrections Authorized Representative

\_\_\_\_\_  
Date

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and materials, shall be 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.



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

3. Do you propose to purchase any equipment for use on this project?  
[ ] No [ ] Yes If YES, describe type, quantity, and approximate cost:

---

---

---

4. Do you propose to rent any equipment for this work?  
[ ] No [ ] Yes If YES, describe type and quantity:

---

---

---

5. Is your bid based on firm offers for all materials necessary for this project?  
[ ] Yes [ ] No If NO, please explain:

---

---

---

**C. EXPERIENCE**

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

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

---

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---

---

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

**I hereby certify that the above statements are true and complete.**

\_\_\_\_\_  
Name of Contractor Business

\_\_\_\_\_  
Name and Title of Person Signing (authorized)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS**

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## **ACKNOWLEDGMENT**

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

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



## **ARTICLE 1 -DEFINITIONS**

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

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference. Terms not defined below shall have their ordinary accepted meanings within the context which they are used. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are to be interpreted as defined.

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

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

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

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

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

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

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

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

**Bid Bond** - A type of Proposal Guaranty.

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEPARTMENT** - The Alaska Department of Corrections. References to "Owner", "State", "Contracting Agency", mean the DEPARTMENT.

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

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

**ENGINEER** - The DEPARTMENT'S authorized representative of the Contracting Officer, as define 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 ensure the acceptability of materials incorporated into the Work. QC test reports are used as a basis upon which to determine whether the Work conforms to the requirements of the Contract Documents and to determine its acceptability for payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 - AUTHORIZATION AND LIMITATIONS**

### **2.1 Authorities and Limitations**

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

### **2.2 Evaluations by Contracting Officer:**

- 2.2.1 The Contracting Officer will decide all questions which may arise as to:
- a. Quality and acceptability of materials furnished;
  - b. Quality and acceptability of Work performed;
  - c. Compliance with the schedule of progress;
  - d. Interpretation of Contract Documents;
  - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".
- When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).
- 2.2.3 The use of any such term or adjective shall not be effective to assign to the DEPARTMENT any duty of authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

### **2.3 Means & Methods:**

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

### **2.4 Visits to Site/Place of Business:**

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

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

### **3.1 Incomplete Contract Documents:**

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

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

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

### **3.3 Scope of Work:**

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

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

### **3.4 Intent of Contract Documents:**

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

### **3.5 Discrepancy in Contract Documents:**

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

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

### 3.5.2 Discrepancy- Order of Precedence:

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

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

### 3.6 Clarifications and Interpretations:

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

### 3.7 Reuse of Documents:

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

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

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

### **4.1 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 Corrections shall be named as an "Additional Insured" under all liability coverages listed above.

- c. Automobile Liability Insurance:

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

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

- d. Builder's Risk Insurance:

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

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

- e. Other Coverages:

As specified in the Supplementary Conditions.

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

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

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

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

### **5.5 Indemnification:**

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

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

### **6.1 Supervision of Work:**

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

### **6.2 Superintendence by CONTRACTOR:**

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

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

### **6.3 Character of Workers:**

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

### **6.4 CONTRACTOR to Furnish:**

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

### **6.5 Materials and Equipment:**

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

### **6.6 Anticipated Schedules:**

- 6.6.1 Within fourteen (14) calendar days after the date of 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 all 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 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 Application for Payment, whether incorporated in the Project or not, will pass to the DEPARTMENT no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

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

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

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

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

### **13.8 Retainage:**

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

### **13.9 Request for Release of Funds:**

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

### **13.10 Substantial Completion:**

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer 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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**SECTION 00800-SUPPLEMENTARY CONDITIONS  
MODIFICATIONS TO THE GENERAL CONDITIONS  
(CONSTRUCTION)**

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

**SC-1- DEFINITIONS**

A. At General Conditions Article 1, definition of:

1. **Final Completion:** Add the following sentence:

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

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

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

B. Add the following definitions:

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

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

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

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

### **SC-4.2 - VISIT TO SITE**

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

- 4.2.1. Pre-bid site visit is schedule for **March 24, 2026 @ 10 AM, local time (non-mandatory)**. Interested vendors must contact Project Manager: Shawn Ratliff (907) 269-7035.
- 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-5.4.2d - BUILDERS RISK INSURANCE (SUBCONTRACTORS)**

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

#### **SC-6.13 - SUBCONTRACTORS**

A. Add the following paragraph:

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

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

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

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

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

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

## **SC-7.2 - PERMITS, LICENSES, AND TAXES**

- A. In Paragraph 7.2.1, add the following subparagraphs:

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

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

## **SC-7.12-APPLICABLE ALASKA PREFERENCES**

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

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

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

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

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

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

### **SC-9.1-DEPARTMENTS RIGHT TO CHANGE**

At General Condition Article 9.1, ADD THE FOLLOWING SENTENCE;

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

### **SC-9.4 – CHANGE ORDER**

Changes in scope of work or cost must be pre-approved by Shawn Ratliff Project Manager

### **SC-10.3 – CHANGE ORDER PRICE DETERMINATION**

Remove 10.6

### **SC-10.6- CONTRACTORS FEE**

Remove 10.6.2.

### **SC-10.9.3 – UNIT PRICE WORK**

Remove paragraphs a. & b.

### **SC-12.1-WARRANTY AND GUARANTEE**

At General Condition Article 12.1, add the following sentence:

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

**END OF  
SECTION 00800**

# NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

## **DOL Alaska Employment Preference Information**

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

## Alaska Wage and Hour Administration

### Offices / Hours and Web links:

**Anchorage:** [Anchorage.lss-wh@alaska.gov](mailto:Anchorage.lss-wh@alaska.gov)

Phone: 907-269-4909

Fax: 907-269-4915

**Juneau:** [Juneau.lss-wh@alaska.gov](mailto:Juneau.lss-wh@alaska.gov)

Phone: 907-465-4842

Fax: 907-465-3584

**Fairbanks:** [Fairbanks.lss-wh@alaska.gov](mailto:Fairbanks.lss-wh@alaska.gov)

Phone: 907-451-2886

Fax: 907-451-2885

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

SECTION 01000  
GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- 1.02 Related Documents
- 1.03 Work Covered by Contract Documents
- 1.04 Contract Method
- 1.05 Building Permits and Inspections
- 1.06 Substantial/Final Completion
- 1.07 Contractor Use of Premises
- 1.08 Department of Corrections Occupancy
- 1.09 Department Furnished Products
- 1.10 Alternates
- 1.11 Applications for Payment
- 1.12 Reference Standards
- 1.13 Pre-Bid Site Visit
- 1.14 Progress Meetings
- 1.15 Submittals
- 1.16 Shop Drawings
- 1.17 Product Data
- 1.18 Electricity, Lighting
- 1.19 Heat, Ventilation
- 1.20 Water
- 1.21 Sanitary Facilities
- 1.22 Enclosures/Barriers
- 1.23 Protection of Installed Work
- 1.24 Cleaning During Construction
- 1.25 Removal
- 1.26 Contract Closeout Procedures
- 1.27 Project Record Documents
- 1.28 Operation and Maintenance Data
- 1.29 Warranties
- 1.30 Spare Parts and Maintenance Materials

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary conditions and all requirements in Appendix A.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project will include all labor, materials, equipment, and any applicable travel to Fairbanks, Alaska to replace the kitchen roof at the Fairbanks Correctional Center (FCC). Contractor is to refer to the Scope of Work as described below. Work is located at Fairbanks Correctional Center (FCC), 1931 Eagan Avenue, Fairbanks, Alaska 99701.

## **SCOPE OF WORK**

The Alaska Department of Corrections is seeking proposals from licensed, qualified bidders to provide all labor, materials, equipment, travel, and lodging cost to replace the kitchen roof located at the Fairbanks Correctional Center (FCC) in Fairbanks, Alaska.

The intent of this contract is to replace the existing approximately 3,000 square foot flat/low-slope EPDM kitchen roof as identified in the drawings.

### **1. Major Deliverables:**

The project will deliver design for a replacement roof of the kitchen area at FCC consisting of:

- Remove the existing EPDM membrane, insulation, flashing, and associated roofing materials down to the structural deck.
- Inspect the roof deck and supporting structure; repair or replace any damaged areas in accordance with the drawing and specifications.
- Supply and install new tapered insulation system (and cover board if required) to achieve positive drainage per the design.
- Supply and install a new EPDM roofing membrane system complete with all seam detailing and attachment per manufacturer and project specifications.
- Install new flashing, edge metal, counter flashing, and termination bars at all parapets, walls, penetrations, and transitions.
- Reconnect or install new roof drains, scuppers, and drainage components to ensure proper water flow off the roof.
- Perform testing of the completed roof system (including flood test or electronic leak detection) to verify watertightness.
- Successful contractors are responsible for the site cleanup, dispose of all debris properly, and restore affected areas.
- Provide training for facility personnel on roof maintenance and deliver all required closeout documentation including warranties, as-built drawings, and O&M manuals.
- All work is to be done in accordance with the provided engineered drawings and specifications.

### **2. Compliance & Safety:**

- Adhere to all relevant OSHA safety regulations and standards.
- Endure minimal disruption to the facility's operations during the project.
- Contractor onsite supervisor shall be OSHA 30-hour certified. Must be present all times work is being performed.

### **3. Project Acceptance Criteria:**

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

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

1.04 CONTRACT METHOD

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

1.05 BUILDING PERMITS AND INSPECTIONS

- A. Contractor shall call for all building inspection required by the City of Fairbanks for this project and obtain all required permits for this project.

1.06 SUBSTANTIAL/FINAL COMPLETION

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

- A. Project shall be substantially completed by **August 14, 2026**, after Award of Contract or Notice to Proceed is issued. Substantial Completion defined by “work ready for its intended use by the owner.”
- B. Final Completion date is **August 31, 2026**.

1.07 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work and for construction operations, to allow for DOC occupancy and security.
- B. Site availability to Contractor is to be coordinated through the On-Site Project Manager.
- C. Contractor is hereby advised that there is no equipment, there are no tools, and there are no materials at the facility available for the use of the Contractor.

- 1. Project Manager is Shawn Ratliff 907-269-7035.
- 2. On-site Contact person, FCC Superintendent.

1.08 DEPARTMENT OF CORRECTIONS OCCUPANCY

- A. DOC will continue to occupy the facility, and inmates and staff will require limited access in and around the construction area during the entire period of construction. Coordinate with the DOC on-site Project Manager to minimize conflict when needing to access construction area.

1.09 DEPARTMENT FURNISHED PRODUCTS – Not Used

1.10 ALTERNATES – N/A

1.11 APPLICATIONS FOR PAYMENT

- A. Submit two copies of application on Application for Payment form provided by the Department or on contractor form acceptable to the

- Department.
- B. Content & Format: Include contract number, period covered by the project. Identify portion of contract the invoice is for, i.e., Basic Bid and/or Change Order (if applicable).

#### 1.12 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Project Advertisement date, or Effective Date of the Contract when there was no advertisement, except when a specific date is specified.
- C. Specific Required Reference Standards will be listed in each Specification Section.

#### 1.13 PRE-BID SITE VISIT

- A. The DOC has scheduled a pre-bid site visit for **March 24, 2026 at 10:00 AM local time. The site visit for this project is non-mandatory.** Interested vendors must contact Project Manager: Shawn Ratlif @ 907-269-7035.

#### 1.14 PROGRESS MEETINGS

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

#### 1.15 SUBMITTALS (If applicable)

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

#### 1.16 SHOP DRAWINGS

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

#### 1.17 PRODUCT DATA

- A. Where required by the Contract Documents, mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the

Work.

- B. Submit the number of copies that the Contractor requires, plus four copies that will be retained by the DOC.

#### 1.18 ELECTRICITY, LIGHTING

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

#### 1.19 HEAT, VENTILATION

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

#### 1.20 WATER

- A. Provided by the facility, coordinate with the point of contact.

#### 1.21 SANITARY FACILITIES

- A. Coordinate with the facility.

#### 1.22 ENCLOSURES/BARRIERS

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

#### 1.23 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic, as required, in immediate area to minimize damage
- B. Provide protective coverings at walls, projections, jambs, sills, and

soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.

- C. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped area.

#### 1.24 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish, clean area and dispose of off-site.
- B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

#### 1.25 REMOVAL

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

#### 1.26 CONTRACT CLOSEOUT PROCEDURES

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

#### 1.27 PROJECT RECORD DOCUMENTS - Not Used.

#### 1.28 OPERATION AND MAINTENANCE DATA

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

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

#### 1.29 WARRANTIES

- A. Contractor shall guarantee / warranty the work, material, and labor for one (1) year from the date of project acceptance. Provide duplicate, notarized copies.
- B. Submit material prior to final application for payment. For equipment put into use with Department permission during construction, submit within 10 days after first operation. For items of work delayed materially beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

#### 1.30 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, and maintenance materials from excess materials remaining from that used from construction of work. Coordinate with Department deliver to Project site and obtain receipt prior to final payment.

**END OF SECTION**

## PART 1 GENERAL

### 1.01 SUMMARY

- A. This document outlines security provisions that the CONTRACTOR working at the Fairbanks Correctional Center (FCC) will be required to follow. The facility is an occupied institution housing unsentenced, sentenced, and Federal 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 complies with its security requirements. The intent of this Section is to prevent: any escape, sabotage, or assault attempt; any disturbance, or the importation of contraband.

### 1.02 REQUIREMENTS INCLUDED

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

### 1.03 RELATED REQUIREMENTS

- A. Section 01000 – General Requirements

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

### 3.01 SECURITY CHECK

- A. All personnel (CONTRACTOR and Subcontractor staff) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to CONTRACTOR's forces by FCC prior to start of on-site work.
- B. The CONTRACTOR will submit a list of personnel and a completed "Request for Clearance and PREA" form for each individual to the Facilities Manager (Shawn Ratliff) 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. FCC reserves the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.

### 3.02 PROJECT MANAGER

- A. **Shawn Ratliff, 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 FCC, the Project Manager is authorized to direct the CONTRACTOR to take appropriate action. The directions of the Project Manager will be followed immediately.
- C. The Project Manager shall be briefed each week by the CONTRACTOR regarding the CONTRACTOR's work requirements and weekly work plan for the subsequent week. This briefing may be performed concurrently with the progress meetings that may be required under the contract.

### 3.03 PERSONNEL ACCESS

- A. Access to the Work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections to prevent importation of contraband and escape of inmates.
- B. Construction crews will report to the front desk at the beginning of each shift to obtain their identification badge or visitors badge and sign in on the Contractor's log. At the end of each shift, workmen will return their badges to this office and sign out on the Contractor's log. If workers leave the compound at lunch, they will leave as a group. Contractor should encourage workmen to bring lunch rather than leave.
- C. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:
  1. Contractors or workers that are incompetent, careless, or otherwise detrimental to the work or the security of the facility.
  2. Security requirements.
  3. Disruptive, abrasive, and/or argumentative conduct.
  4. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility.
  5. Refusal to submit to search of personal property/belongings or themselves.
  6. Health problems.
  7. Failure to show proper identification.
  8. Failure to follow the direction of Correctional Officers and/or staff members.
  9. Having any contact or interaction with inmates.
  10. Failure to pass security check.

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

### 3.04 VEHICLE ACCESS

- A. No privately-owned vehicles may enter inside the security fence without approval of the DOC on-site Security Officer. Employee vehicles can be parked in the employee/visitor parking lot outside the security fence.
- B. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location if they can be secured and upon the approval of the facilities on-site Security Officer.

### 3.05 TOOL CONTROL

- A. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects that would be considered contraband.
- B. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store within locked cabinets, locked containers, or locked storage trailers.
- C. Maintain written inventory of tools and equipment daily. Tools and equipment that cannot be accounted for at the end of each workday shall be brought to the immediate attention of the Security Officer.

### 3.06 CONTRABAND

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

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

#### Title 11 - Alaska Statutes

#### Section 11.56.375, Promoting contraband in the first degree.

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

Section 11.56.380, Promoting contraband in the second degree.

1. A person commits the crime of promoting contraband in the second degree if the person:
  - a. Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
  - b. Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
2. Promoting contraband in the second degree is a Class A misdemeanor.
  - a. Effective August 26, 1999, contraband includes tobacco products.

Sec. 11.56.390, definition:

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

**END OF SECTION**

**SECTION 01560 - CLEANING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

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

**1.2 DISPOSAL REQUIREMENTS**

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

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

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

**PART - EXECUTION**

**3.1 DURING CONSTRUCTION**

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

**3.2 DUST CONTROL**

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

**3.3 FINAL CLEANING**

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

**END OF SECTION**



State of Alaska  
Department of Corrections  
**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

<b>STATE OF ALASKA</b> <b>Department of Corrections</b> <b>FACILITIES</b>	<b>SUBSTITUTION REQUEST FORM</b>	
---	----------------------------------	---

Project: FCC Kitchen Roof Replacement Project No.: 260003132-1

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

# FCC KITCHEN ROOF REPLACEMENT

CONSTRUCTION DOCUMENTS

FEBRUARY 25, 2026

PROJECT NO. 260003132

ALASKA DEPARTMENT OF CORRECTIONS

**GHD**

GHD Inc.  
701 WEST 8TH AVENUE, SUITE 430  
ANCHORAGE, ALASKA 99501

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100% CONSTRUCTION DOCUMENTS

Bar is one inch on original size sheet  
0 1"

## MECHANICAL

MBA CONSULTING ENGINEERS  
16515 CENTERFIELD DR., STE. 101,  
EAGLE RIVER, AK, 99577  
(907) 274-2622

## ELECTRICAL

MBA CONSULTING ENGINEERS  
16515 CENTERFIELD DR., STE. 101,  
EAGLE RIVER, AK, 99577  
(907) 274-2622

## Drawing Index

### ARCHITECTURAL

G001 COVER SHEET  
DK-1 ROOF PLAN, FLOOR PLAN & DETAILS  
DK-2 ROOF DETAILS  
DK-3 PHOTOS  
GD-1 GENERAL DETAILS

### MECHANICAL

M001 MECHANICAL SPECIFICATION  
M002 MECHANICAL SPECIFICATIONS II, LEGEND AND ANNOTATIONS  
DK-M1 MECHANICAL ROOF PLAN, FLOOR PLAN AND DETAILS

### ELECTRICAL

E001 ELECTRICAL LEGEND  
E002 ELECTRICAL SPECIFICATIONS  
DK-E1 ELECTRICAL PLANS, PANEL SCHEDULE AND DETAILS



## CODE ANALYSIS

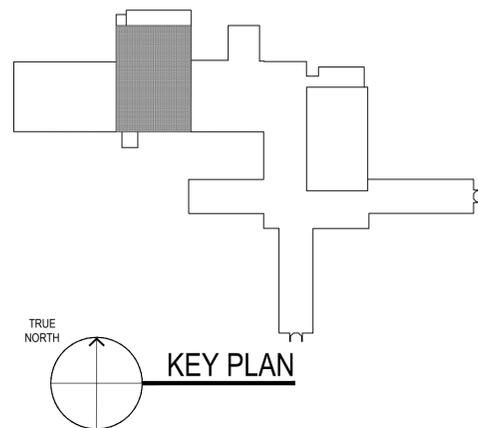
OCCUPANCY TYPE: I-3  
CONSTRUCTION TYPE: I-B FULLY SPRINKLERED  
ALLOWABLE AREA: UNLIMITED  
ALLOWABLE HEIGHT: 4 STORIES  
ROOF CLASSIFICATION: B  
ROOF/CEILING FIRE RATING: 1-HOUR  
CORRIDOR FIRE RATING: 1-HOUR

## PROJECT DESCRIPTION

PROJECT CONSIST OF A REPLACEMENT OF DINING ROOM AND KITCHEN ROOF COVERINGS A PORTION OF FAIRBANKS CORRECTIONAL CENTER.

## GENERAL NOTES

1. CONTRACT DOCUMENTS: THE CONTRACT DOCUMENTS FOR THIS PROJECT, TITLED FAIRBANKS CORRECTIONAL CENTER KITCHEN ROOF REPLACEMENT, CONSIST OF THE PROJECT MANUAL, AND CONSTRUCTION DOCUMENTS WITH 11 SHEETS.
2. REFERENCE CODES: ALL WORK SHALL CONFORM TO ALL APPLICABLE BUILDING CODES, STANDARDS, REGULATIONS AND OTHER SUPPLEMENTAL AMENDMENTS RELATED TO THE JURISDICTIONS OF THE PROJECT, IN THEIR LATEST AND MOST RECENT ADOPTED EDITIONS, AND EFFECTIVE DATES. CODES INCLUDE THE INTERNATIONAL BUILDING CODE, UNIFORM PLUMBING CODE, INTERNATIONAL MECHANICAL CODE (2018 EDITIONS), AND NATIONAL ELECTRICAL CODE (2020).
3. VERIFY CONDITIONS: THE CONTRACTOR SHALL VERIFY ALL PROJECT RELATED NEW AND/OR EXISTING CONDITIONS, INCLUDING DIMENSIONS PRIOR TO THE COMMENCEMENT OF WORK PROMPTLY NOTIFY THE CONTRACTING OFFICER'S REPRESENTATIVE IN WRITING OF ANY DISCREPANCIES AND/OR UNKNOWN CONDITIONS OBSERVED.
4. DRAWING FORMAT: THESE CONTRACT DOCUMENTS HAVE BEEN PRODUCED AT DRAWING SCALES THAT RELATE TO THEIR FULL SIZED FORMAT 22"x 34" ANY DEVIATIONS TO THIS FORMAT SIZE WILL PRODUCE DRAWINGS OUTSIDE THE SCALE LIMITS INDICATED. DRAWING REPRODUCTIONS AT ANY FORMAT SHOULD NOT BE SCALED FOR DIMENSIONAL ACCURACY USE GRAPHIC SCALES ACCORDINGLY.
5. PREPARATION OF DOCUMENTS: THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED FROM OWNER FURNISHED "AS-BUILT/RECORD" DOCUMENTS ANY DEVIATION FROM THESE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER'S REPRESENTATIVE FOR RESOLUTION.
6. HAZARDOUS MATERIALS: REMOVE BUILT UP ROOFING FELT FROM THE DINING /KITCHEN ROOF DECKS THAT ARE COATED WITH ASBESTOS CONTAINING SILVER SEAL COATING. ASBESTOS CONTAINING ROOFING MASTICS ARE PRESENT ON THE ADMINISTRATION AND BOOKING ENTRY ROOFS. THOUGH ROOFING MASTICS ARE NOT A REGULATED ASBESTOS CONTAINING MATERIAL, THEY ARE NOTED FOR OSHA HAZARDOUS COMMUNICATION PURPOSES. INTERIOR SAMPLING WAS NOT ALLOWED AT THE TIME OF INSPECTION. ALL INTERIOR FINISHES AND INSULATING MATERIALS SHOULD BE ASSUMED TO CONTAIN ASBESTOS UNTIL TESTING PROVES OTHERWISE.
7. PROJECT PERMITTING: THE DEPARTMENT WILL OBTAIN THE APPROVAL FROM THE CITY OF FAIRBANKS ALASKA. THE CONTRACTOR IS RESPONSIBLE FOR ALL OTHER ALL INSPECTIONS.
8. SITE SAFETY: CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT RELATED SAFETY MEASURES ON-SITE. DURING THE PROJECTS CONSTRUCTION PERIOD NOTIFY THE GENERAL CONTRACTOR, AND OR THE DESIGNATED "SAFETY OFFICER" AT ONCE SHOULD A SAFETY RELATED CONCERN BE OBSERVED ON SITE.
9. USE OF PREMISES: ALL BUILDINGS WILL BE OCCUPIED THROUGHOUT THE CONSTRUCTION PERIOD. PROVIDE TEMPORARY WEATHER PROTECTION. MAINTAIN CLEAR BUILDING EGRESS PATHS AT ALL TIMES.
10. SECURITY: SEE DEPARTMENTS SECURITY AND ACCESS REQUIREMENTS.



No.	Issue	Checked	Approved	Date
Author	DS	Designer	SAB	
Drafting Check	SAB	Design Check	SAB	
Project Manager	MEK	Project Director	MEK	

Client  
**ALASKA DEPARTMENT OF CORRECTIONS**

Project  
**FCC KITCHEN ROOF REPLACEMENT**

Date  
**2026.02.25**

Scale

Project No.  
**260003132**

Title  
**COVER SHEET**

Size  
**ANSI D**

Sheet No.  
**G001**

GHD Inc.  
701 WEST 8TH AVENUE, SUITE 430  
ANCHORAGE, ALASKA 99501

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Client: **ALASKA DEPARTMENT OF CORRECTIONS**

Project: **FCC KITCHEN ROOF REPLACEMENT**

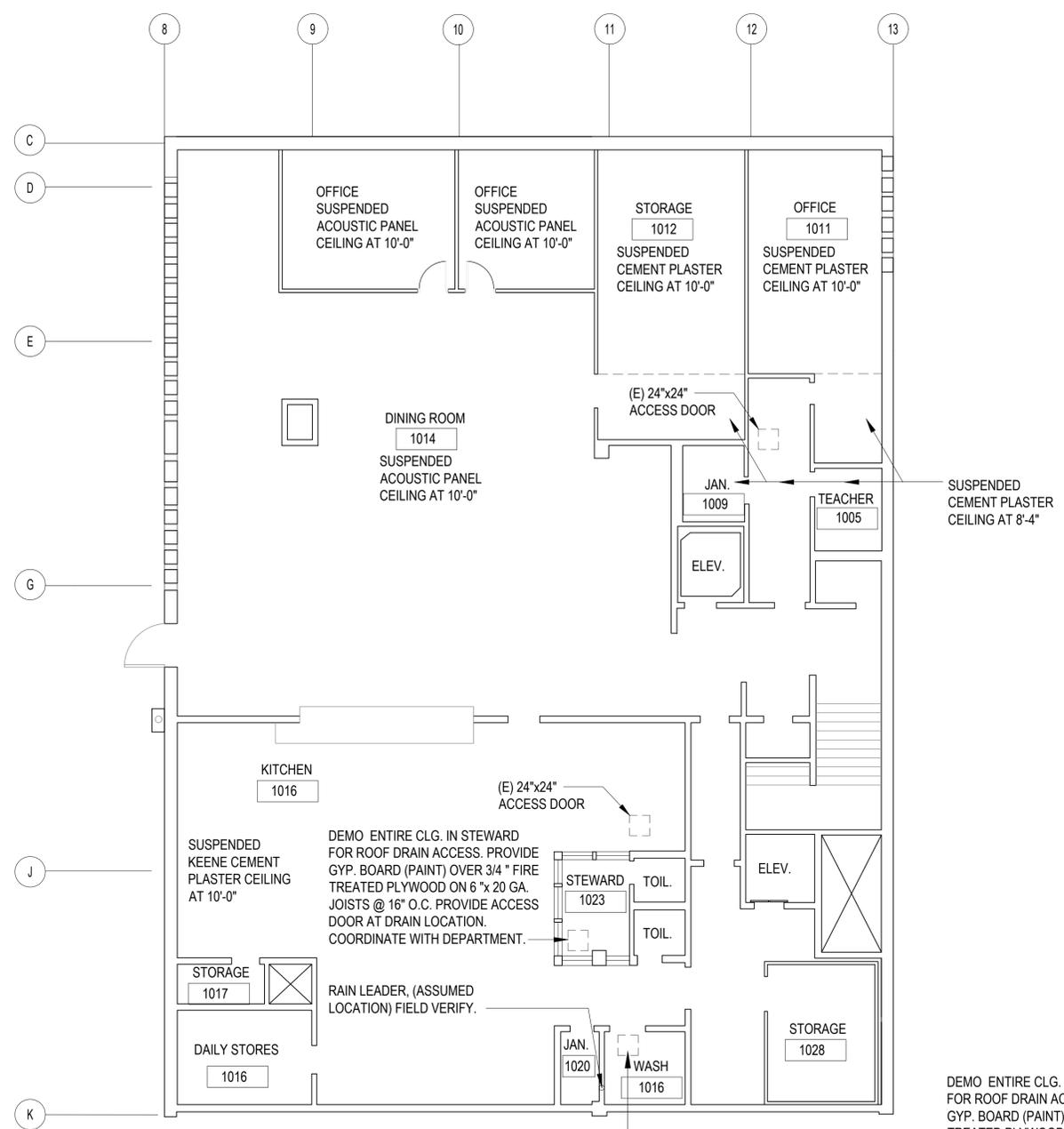
Date: **2026.02.25** Scale:

Project No. **260003132**

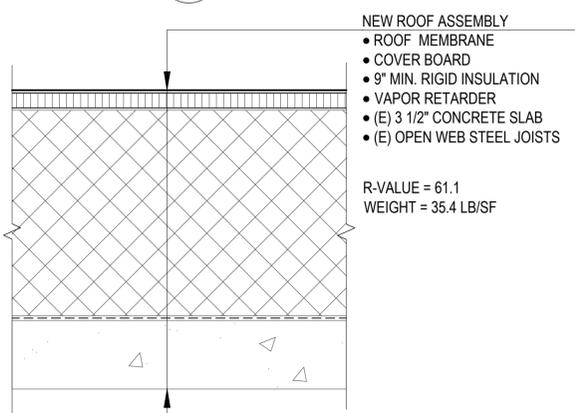
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Size: **ANSI D**

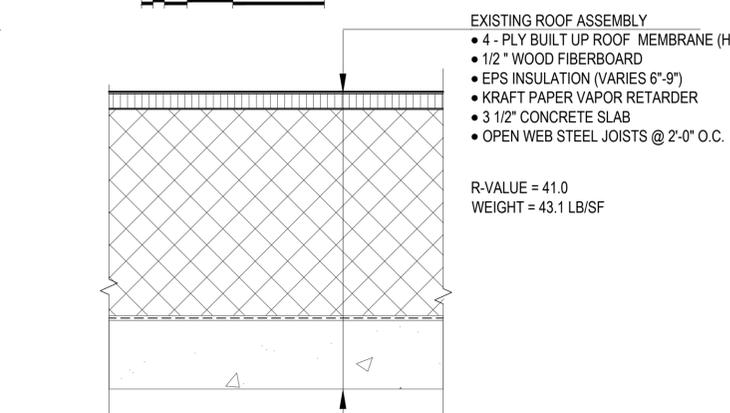
Sheet No. **DK-1**



**2 DINING KITCHEN FLOOR PLAN**  
DK-1 1/8" = 1'-0"

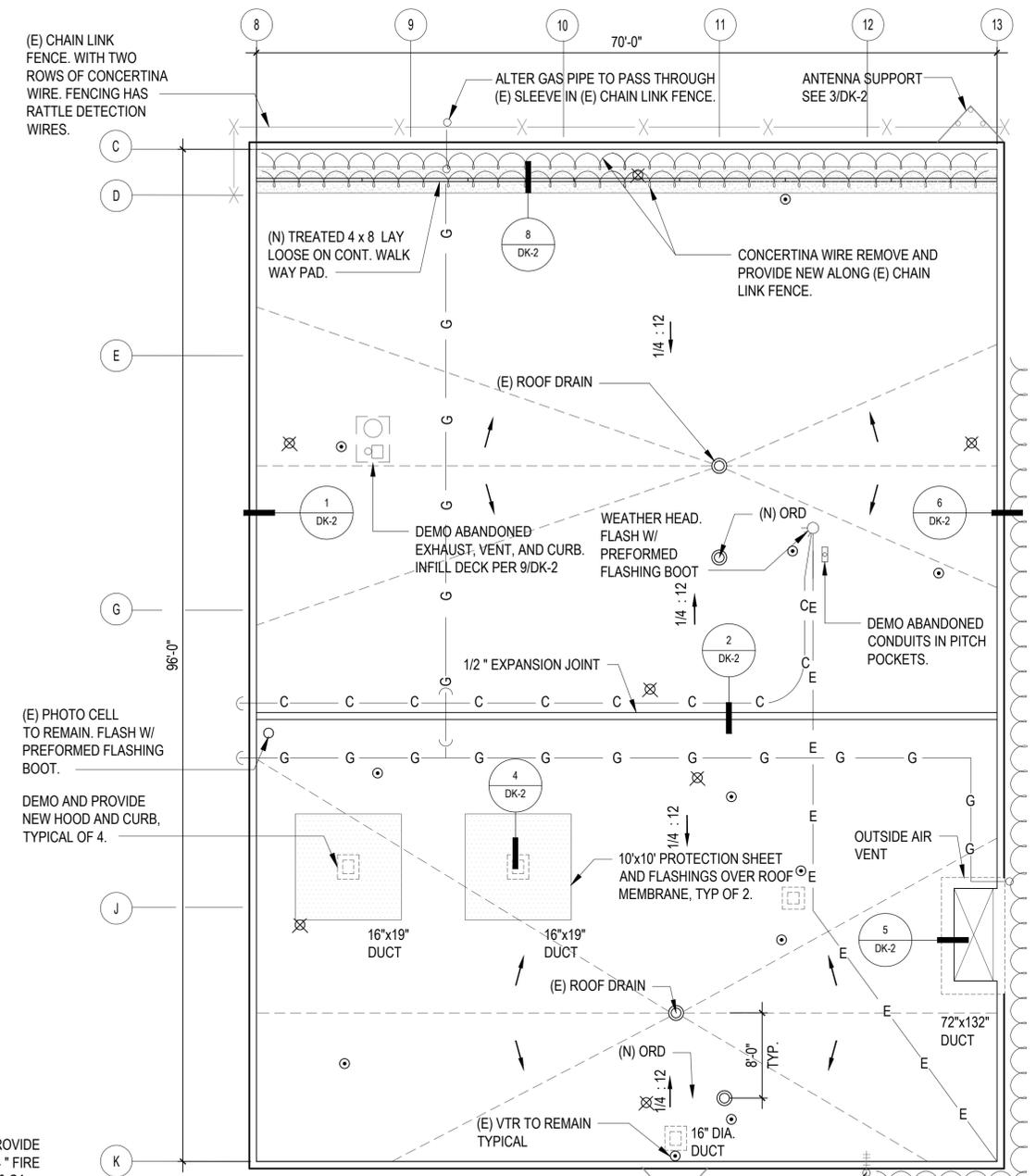


**4 NEW ROOF ASSEMBLY**  
DK-1 3" = 1'-0"



**3 EXISTING ROOF ASSEMBLY (DINING & KITCHEN)**  
DK-1 3" = 1'-0"

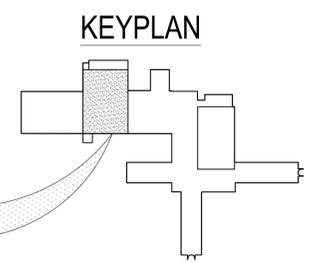
DEMO ENTIRE CLG. IN WASH FOR ROOF DRAIN ACCESS. PROVIDE GYP. BOARD (PAINT) OVER 3/4" FIRE TREATED PLYWOOD ON 6" x 20 GA. JOISTS @ 16" O.C. PROVIDE ACCESS DOOR AT DRAIN LOCATION. COORDINATE WITH DEPARTMENT.

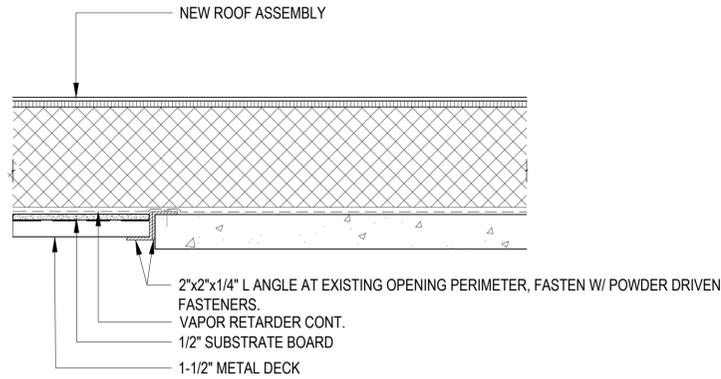


**1 ROOF PLAN DK-1**  
DK-1 1/8" = 1'-0"

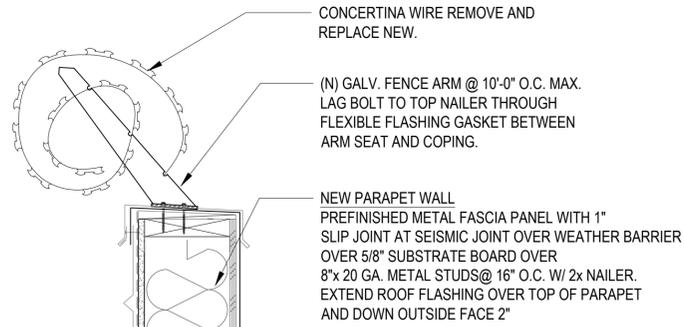
ROOF AREA: 6,678 SQ.FT.  
**DRAWING LEGEND**

- ROOF DRAIN/OVERFLOW ROOF DRAIN (ORD), RAISE (E) DRAINS TO NEW ROOF ELEVATION SEE 3/GD-1. REPLACE DRAIN BOWLS.
- 4" INSULATED V.T.R. SEE 2/GD-1.
- ⊗ PATCH CONCRETE DECK WHERE REMOVED WITH 8"x 8"x 0.108" THICK GALV. STEEL PLATE ATTACHED TO CONCRETE WITH (4) 0.145" POWDER DRIVEN FASTNERS. V.T.R.'S ARE CURRENTLY 12" ABOVE MEMBRANE. INSULATION VENT (DEMO)
- G — GAS LINE ON PIPE SUPPORTS. PROVIDE 10" x 15" WALK WAY PAD @ 8'-0" O.C. MAX FOR MECHANICAL SUPPORTS.
- E — ELECTRICAL LINE ON CONDUIT SUPPORTS. PROVIDE 10" x 15" WALK WAY PAD @ 10'-0" O.C. MAX FOR ELECTRICAL SUPPORTS.
- ⌒ CONCERTINA WIRE. SEE 6/DK-2.

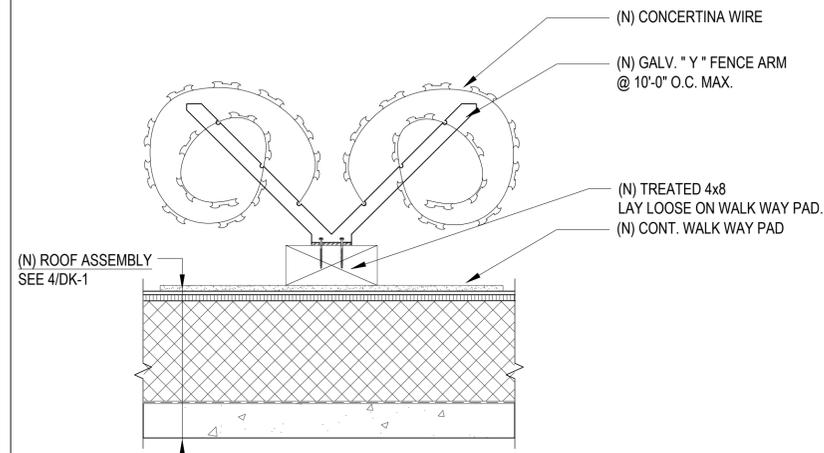




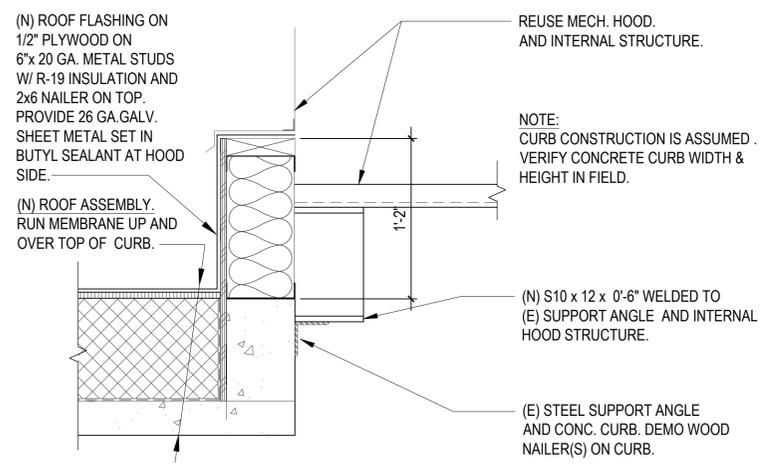
**9 ROOF INFILL DETAIL**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'



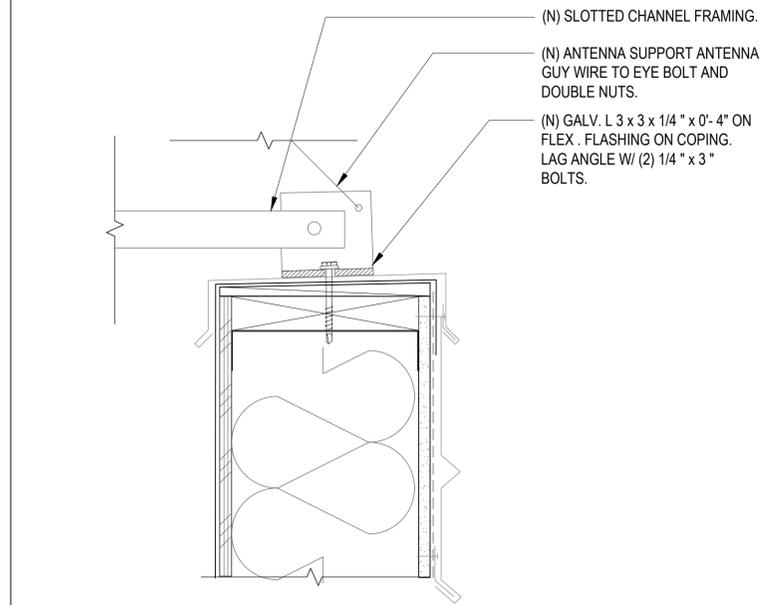
**6 NEW CONCERTINA WIRE FENCE ARM DETAIL - DINING KITCHEN**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'



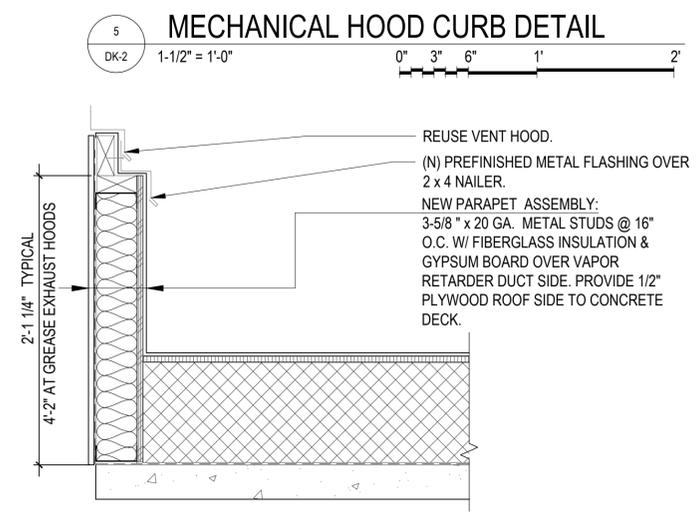
**8 CONCERTINA WIRE DETAIL**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'



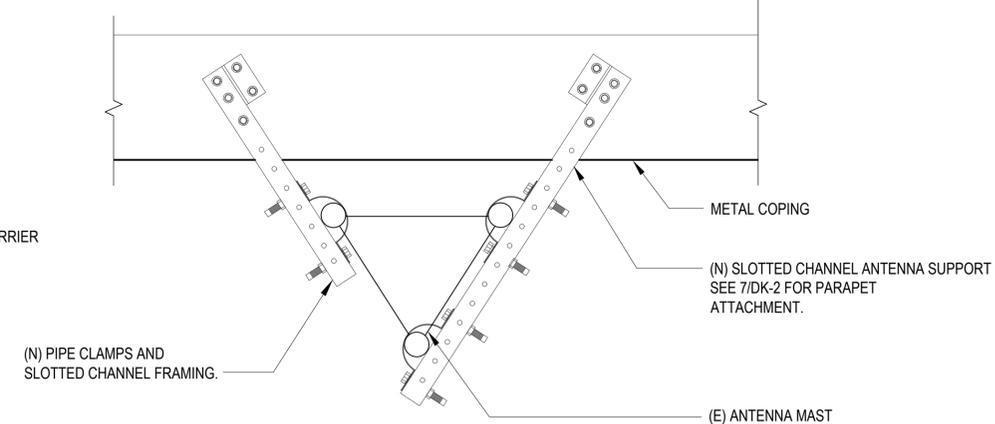
**5 MECHANICAL HOOD CURB DETAIL**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'



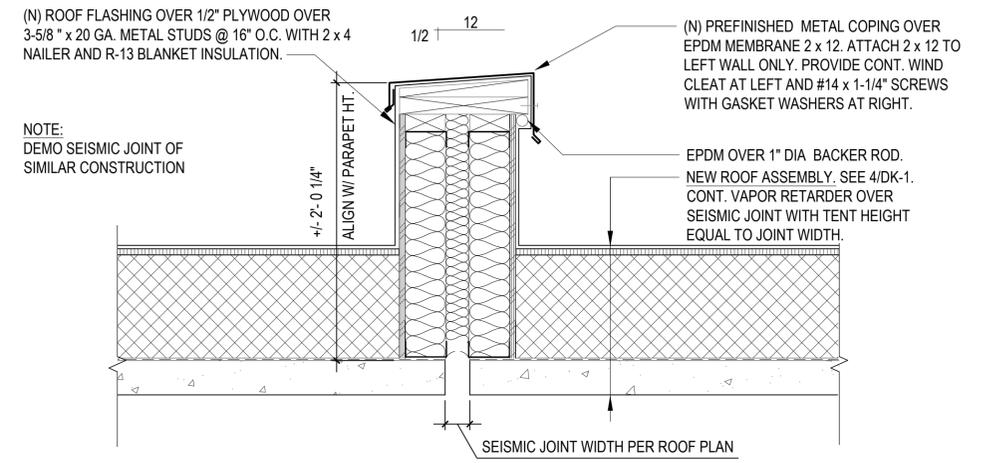
**7 ANTENNA SUPPORT CONNECTION**  
DK-2 3" = 1'-0"  
0" 3" 6" 1'



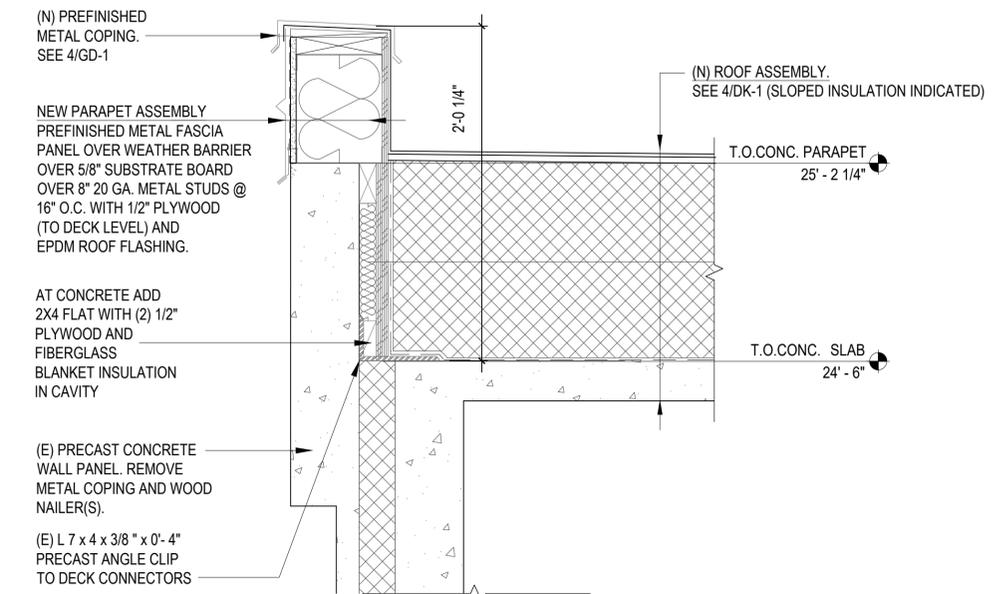
**4 MECHANICAL CURB DETAIL**  
DK-2 3" = 1'-0"  
0" 3" 6" 1'



**3 NEW ANTENNA MAST BRACING - DINING KITCHEN**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'



**2 NEW SEISMIC JOINT DETAIL**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'



**1 NEW DINING/KITCHEN ROOF PARAPET**  
DK-2 1-1/2" = 1'-0"  
0" 3" 6" 1' 2'

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Drafting Check	SAB	Design Check	SAB	
Project Manager	MEK	Project Director	MEK	

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**FCC KITCHEN ROOF REPLACEMENT**

Date  
**2026.02.25**

Scale

Project No.  
**260003132**

Title  
**ROOF DETAILS**

Size  
**ANSI D**

Sheet No.  
**DK-2**



○ SOUTH ROOF LOOKING EAST  
NTS



○ SOUTH ROOF LOOKING NORTH  
NTS



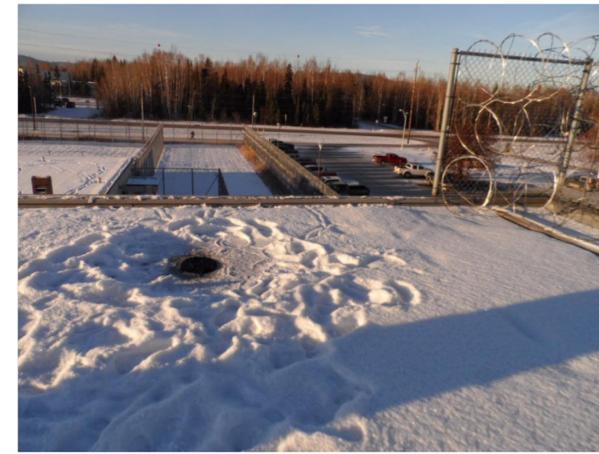
○ ABANDONED STACK VENT AND EXHAUST  
NTS



○ ANTENNA MAST SUPPORT  
NTS



○ SOUTH ROOF LOOKING EAST  
NTS



○ NORTHWEST CONCERTINA WIRE  
NTS



○ OUTSIDE AIR VENT  
NTS



○ GAS LINES ON ROOF  
NTS



○ GAS THROUGH NORTH FENCE  
NTS



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0 1"

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Date: 2026.02.25      Scale:

Project No.: 260003132

Title: **PHOTOS**

Size: **ANSI D**

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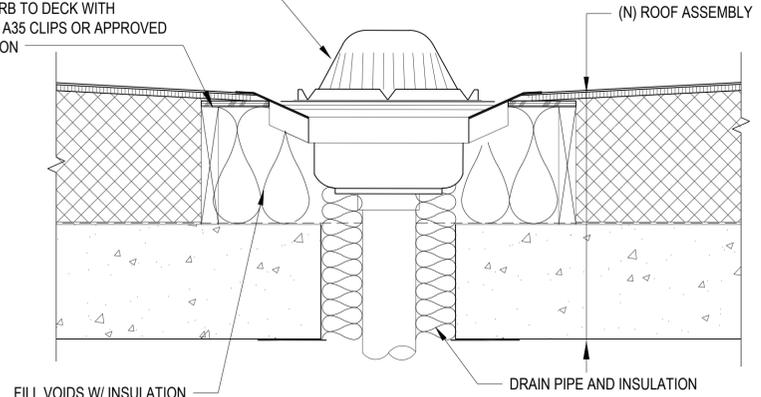
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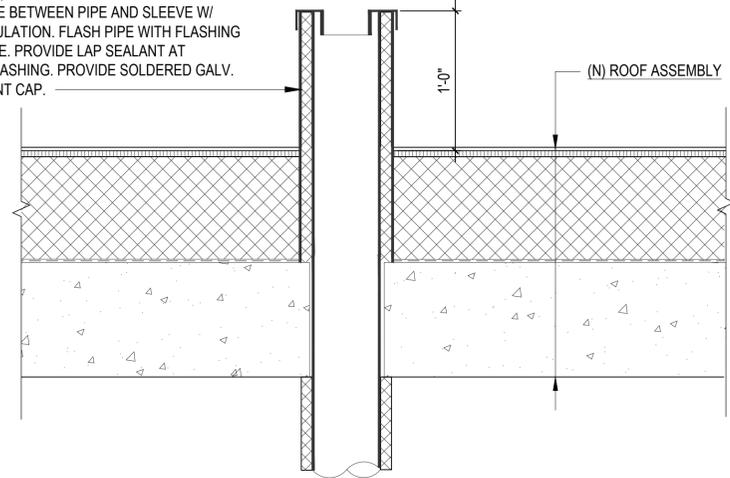
Bar is one inch on original size sheet  
0 1"

NEW ROOF DRAIN & STRAINER  
DO NOT REUSE EXISTING DRAINS.  
(N) 3/4" PLYWOOD ON  
2X RIPPED CURB  
ATTACH CURB TO DECK WITH  
4" SIMPSON A35 CLIPS OR APPROVED  
SUBSTITUTION

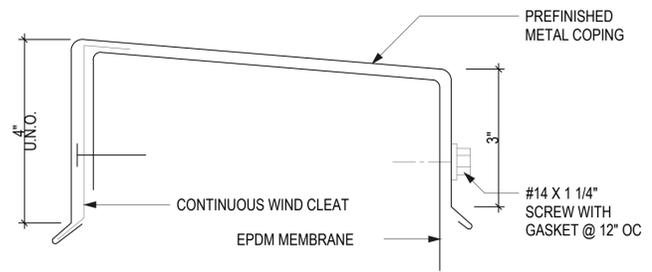


FILL VOIDS W/ INSULATION  
DRAIN PIPE AND INSULATION  
**3 ROOF DRAIN (TYP.) (OVERFLOW SIMILAR)**  
GD-1 1-1/2" = 1'-0"

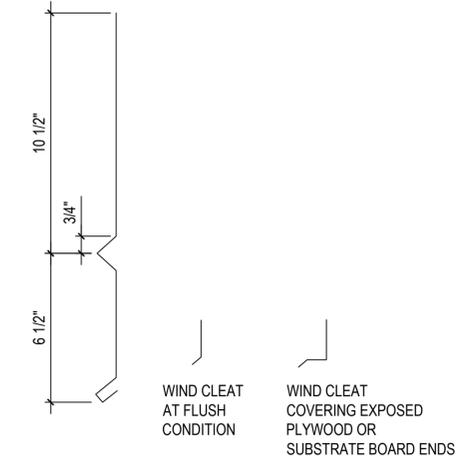
INSULATED VTR. EXTEND PIPE W/ NO HUB  
COUPLING, SLEEVE WITH 6" CAST IRON PIPE.  
FILL SPACE BETWEEN PIPE AND SLEEVE W/  
FOAM INSULATION. FLASH PIPE WITH FLASHING  
MEMBRANE. PROVIDE LAP SEALANT AT  
TOE OF FLASHING. PROVIDE SOLDERED GALV.  
STEEL VENT CAP.



**2 VTR (TYP.)**  
GD-1 3" = 1'-0"



**4 COPING PROFILE**  
GD-1 6" = 1'-0"



**1 FASCIA PANEL PROFILE**  
GD-1 3" = 1'-0"

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Project Manager	MEK	Project Director	MEK	

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**GENERAL DETAILS**

Size  
**ANSI D**

Sheet No.  
**GD-1**

DIVISIONS 22 AND 23 - MECHANICAL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. WORK CONSISTS OF PROVIDING LABOR, PRODUCTS, AND IN PERFORMING ALL OPERATIONS REQUIRED FOR THE COMPLETE OPERATING INSTALLATION OF ALL MECHANICAL SYSTEMS AS SHOWN AND SPECIFIED, IN STRICT ACCORDANCE WITH SPECIFICATIONS, APPLICABLE DRAWINGS, TERMS, AND CONDITIONS OF THE CONTRACT AND ALL APPLICABLE CODES AND ORDINANCES GOVERNING INSTALLATION OF THE VARIOUS MECHANICAL SYSTEMS. CORRELATE ALL WORK FULLY WITH THE WORK OF OTHER CRAFTS. PROVIDE ALL SYSTEMS COMPLETE AND IN PROPER OPERATING ORDER.

1.2 REGULATORY REQUIREMENTS

- A. COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES, ORDINANCES AND REGULATIONS IN EXISTENCE AT BID DATE AFFECTING MATERIALS AND METHODS OF INSTALLATION OF THE MECHANICAL SYSTEMS. FOLLOW RECOMMENDED PRACTICES AS SET DOWN BY ASME, SMACNA, INTERNATIONAL BUILDING CODE, INTERNATIONAL MECHANICAL CODE, UNIFORM PLUMBING CODE, AGA, AND OSHA AS THEY APPLY TO THIS PROJECT EXCEPT IN CASES WHERE STATUTES GOVERN.

1.3 MANUFACTURER'S WARRANTIES

- A. IN THE EVENT OF EQUIPMENT OR COMPONENT FAILURE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE SUCH DEFECTIVE EQUIPMENT OR COMPONENTS AND BEAR ALL ASSOCIATED COSTS. THE CONTRACTOR SHALL PURSUE MANUFACTURER'S WRITTEN IMPLIED WARRANTIES TO THE EXTENT NECESSARY TO OBTAIN REPLACEMENT EQUIPMENT OR COMPONENTS PRIOR TO ANY OTHER ACTION BEING INITIATED.

1.4 TESTS AND INSPECTIONS

- A. SCHEDULE, OBTAIN, AND PAY ALL FEES AND/OR SERVICES REQUIRED BY LOCAL AUTHORITIES AND BY THESE SPECIFICATIONS, TO TEST THE MECHANICAL SYSTEMS AS SPECIFIED.
- B. DEFICIENCIES: IMMEDIATELY CORRECT ALL DEFICIENCIES, WHICH ARE EVIDENCED DURING THE TESTS AND REPEAT TESTS UNTIL SYSTEM IS APPROVED. DO NOT COVER OR CONCEAL PIPING, EQUIPMENT, OR OTHER PORTIONS OF THE MECHANICAL INSTALLATIONS UNTIL SATISFACTORY TESTS ARE MADE AND APPROVED.
- C. COMPLETION: UPON COMPLETION OF THE MECHANICAL INSTALLATION, DEMONSTRATE TO THE CONTRACTING AGENCY'S SATISFACTION THAT THE SYSTEMS HAVE BEEN INSTALLED IN A SATISFACTORY MANNER IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND APPLICABLE CODES. DEMONSTRATE DYNAMIC OPERATION OF ALL SYSTEMS. SHOW THAT ALL CONTROLS ARE OPERABLE AND ARE PROPERLY ADJUSTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FINAL SYSTEMS BALANCE, THAT ALL SYSTEMS ARE PROPERLY BALANCED, THAT ALL EQUIPMENT OPERATES PROPERLY, THAT FILTERS AND STRAINERS ARE CLEAN, AND THAT ALL COMPONENTS OF ALL SYSTEMS ARE INSTALLED AND ADJUSTED FOR PROPER OPERATION.

1.5 PROJECT/SITE CONDITIONS

- A. INSTALL WORK IN LOCATIONS SHOWN ON DRAWINGS, UNLESS PREVENTED BY PROJECT CONDITIONS.
- B. PROVIDE INFORMATION SHOWING PROPOSED REARRANGEMENT OF WORK TO MEET PROJECT CONDITIONS, INCLUDING CHANGES TO WORK SPECIFIED IN OTHER SECTIONS OR INTERFERENCE WITH SITE CONDITIONS NOT IN THE CONTRACT. OBTAIN PERMISSION OF CONTRACTING OFFICER'S REPRESENTATIVE BEFORE PROCEEDING.

1.6 SUBMITTALS

- A. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF CONTRACT DOCUMENTS. PROVISION OF A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- B. SUBMITTALS SHALL BE MADE IN ACCORDANCE WITH DIVISION 1 REQUIREMENTS.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. PROVIDE OPERATION AND MAINTENANCE (O&M) MANUALS FOR TRAINING OF AND FUTURE REFERENCE BY, OWNER'S PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEMS AND RELATED EQUIPMENT. BIND EACH MANUAL IN A HARD-BACKED, LOOSE-LEAF, THREE-RING BINDER. USE 8-1/2" X 11" WHITE PAPER.
- B. SUBMITTAL OF O&M MANUALS SHALL BE MADE IN ACCORDANCE WITH DIVISION 1 REQUIREMENTS.

PART 2 - PRODUCTS

2.1 SUPPORTS AND ANCHORS

2.1.1 PIPE HANGERS AND SUPPORTS

- A. HANGERS FOR PIPE SIZES 2 TO 4 INCHES: ADJUSTABLE, SWIVEL.
- B. MICHIGAN HANGER CO. MODEL NO. 100 FOR STEEL AND PLASTIC AND MODEL #101 FOR COPPER PIPE OR APPROVED SUBSTITUTE.
- C. PIPING SUPPORT SPACING PER UNIFORM PLUMBING CODE.
- D. INSTALL HANGERS TO PROVIDE MINIMUM 1/2 INCH SPACE BETWEEN FINISHED COVERING AND ADJACENT WORK. PLACE A HANGER WITHIN 12 INCHES OF EACH HORIZONTAL ELBOW. USE HANGERS WITH 1-1/2 INCH MINIMUM VERTICAL ADJUSTMENTS.

2.1.2 HANGER RODS

- A. STEEL HANGER RODS: THREADED BOTH ENDS, THREADED ONE END, OR CONTINUOUS THREADED.

2.1.3 SLEEVES

- A. SLEEVES FOR PIPING AND DUCTWORK THROUGH NON-FIRE RATED FLOORS, BEAMS, WALLS, FOOTINGS, AND POTENTIALLY WET FLOORS: FORM WITH STEEL PIPE OR 18 GAUGE GALVANIZED STEEL. EXTEND SLEEVES THROUGH FLOORS ONE INCH ABOVE FINISHED FLOOR LEVEL. CAULK SLEEVES FULL DEPTH AND PROVIDE FLOOR PLATE. WHERE PIPING OR DUCTWORK PENETRATES CEILING OR WALL, CLOSE OFF SPACE BETWEEN PIPE OR DUCT AND ADJACENT WORK WITH FIRE-STOPPING INSULATION AND CAULK SEAL AIRTIGHT. PROVIDE CLOSE FITTING METAL COLLAR OR ESCUTCHEON COVERS AT BOTH SIDES OF PENETRATION. FIRE STOPPING INSULATION: GLASS FIBER TYPE, NON-COMBUSTIBLE. CAULK: ACRYLIC SEALANT.

- B. SLEEVES FOR PIPES THROUGH FIRE RATED AND FIRE RESISTIVE FLOORS AND WALLS, AND FIREPROOFING: PREFABRICATED FIRE RATED SLEEVES INCLUDING SEALS, UL LISTED.

- C. INSTALL CHROME-PLATED STEEL ESCUTCHEONS AT FINISHED SURFACES.

2.1.4 MECHANICAL IDENTIFICATION

- A. PLASTIC PIPE MARKERS: FACTORY FABRICATED, FLEXIBLE, SEMI-RIGID PLASTIC, PREFORMED TO FIT AROUND PIPE OR PIPE COVERING, AND INDICATING FLOW DIRECTION ARROW AND FLUID BEING CONVEYED. BRANDYSTRAP-ON, SETON OR APPROVED.
- B. PLASTIC TAPE PIPE MARKERS: FLEXIBLE, VINYL FILM TAPE WITH PRESSURE SENSITIVE ADHESIVE BACKING AND PRINTED MARKINGS. BRANDYSTRAP-ON, CRAFTMARK, SETON OR APPROVED.

2.2 MECHANICAL INSULATION

2.2.1 INSULATION

- A. ACCEPTABLE MANUFACTURERS: ARMSTRONG, CERTAINTEED, MANVILLE, KNAUF, PITTSBURGH CORNING, OR APPROVED.
- B. GLASS FIBER INSULATION: ASTM C547, "K" VALUE OF 0.24 AT 75 DEGREES F, NONCOMBUSTIBLE, MINIMUM SERVICE TEMPERATURE -20, MAXIMUM SERVICE TEMPERATURE 300 DEGREES F, MAXIMUM MOISTURE ABSORPTION 0.20 PERCENT BY VOLUME, VAPOR RETARDER JACKET COMPOSED OF WHITE KRAFT PAPER AND ALUMINUM FOIL LAMINATE. FLAME SPREAD/SMOKE DEVELOPED RATING OF 25/50 OR LESS IN ACCORDANCE WITH UL 723.
- C. FOAM INSULATION: SINGLE-COMPONENT, LOW EXPANDING, CLOSED CELL, URETHANE. DOW GREAT-STUFF PRO OR APPROVED.

2.2.2 SPECIAL INSULATION REQUIREMENTS

- A. PLUMBING VENTS: INSULATE PLUMBING VENTS FROM 3 FEET BELOW THE HEATED AREA OF THE CEILING TO THEIR TERMINATION ABOVE THE ROOF LINE. PROVIDE VAPOR BARRIER.
- B. INSULATE ABOVEGROUND RAIN LEADERS FROM THE ROOF DRAIN TO THE POINT PIPE PENETRATES BUILDING EXTERIOR WALL OR BELOW GRADE. COVER UNDERSIDE OF ROOF DRAIN. PROVIDE VAPOR BARRIER.

2.2.3 DUCT INSULATION REQUIREMENTS

- A. INSULATE OUTSIDE AIR DUCTWORK WITH 2 INCH OF RIGID GLASS FIBER INSULATION, K = .24 AT 75 DEGREES F, 450 DEGREES F SERVICE TEMPERATURE, 0.02 PERM VAPOR TRANSMISSION, 5 PERCENT WATER VAPOR SORPTION.
- B. INSULATE EXHAUST AIR DUCTWORK WITH 1 INCH RIGID FSK FACED GLASS FIBER INSULATION, K = .24 AT 75 DEGREES F, 450 DEGREES F SERVICE TEMPERATURE .02 PERM VAPOR TRANSMISSION, 5 PERCENT WATER VAPOR SORPTION.
- C. INSULATE KITCHEN EXHAUST DUCT WITH FIRE BARRIER DUCT WRAP, LISTED FOR ZERO CLEARANCE GREASE EXHAUST DUCT APPLICATION. 3M FIRE BARRIER DUCT WRAP 615+ OR APPROVED. THICKNESS AS REQUIRED BY MANUFACTURER AND LISTING.

2.3 PLUMBING AND HYDRONIC PIPING

2.3.1 MATERIALS

- A. STORM WATER PIPING.
  - 1. CAST IRON PIPE: CISPI 301, HUBLESS, SERVICE WEIGHT. FITTINGS: CAST IRON. JOINTS: NEOPRENE GASKETS AND TYPE 304 STAINLESS STEEL CLAMP-AND-SHIELD ASSEMBLIES; CISPI HSN COMPRESSION TYPE WITH ASTM C564 NEOPRENE GASKETS.
- B. NATURAL GAS PIPING, ABOVE GROUND
  - 1. STEEL PIPE: ASTM A53 SCHEDULE 40 BLACK. FITTINGS: ASTM A234, FORGED STEEL WELDING TYPE. JOINTS: WELDED TO ASME B31.9 AND ASME SEC. 1.

2.4 PIPING EXECUTION

2.4.1 INSTALLATION

- A. REAM PIPE AND TUBE ENDS. REMOVE BURRS. BEVEL PLAIN END FERROUS PIPE.
- B. REMOVE SCALE AND DIRT, ON INSIDE AND OUTSIDE OF PIPE, BEFORE ASSEMBLY.
- C. INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- D. ROUTE PIPING IN ORDERLY MANNER AND MAINTAIN GRADIENT.
- E. SLEEVE PIPE PASSING THROUGH PARTITIONS, WALLS, AND FLOORS.
- F. INSTALL PIPING TO CONSERVE BUILDING SPACE AND NOT INTERFERE WITH USE OF SPACE.
- I. PROTECT PIPING SYSTEMS FROM ENTRY OF FOREIGN MATERIALS BY TEMPORARY COVERS, COMPLETING SECTIONS OF THE WORK, AND ISOLATING PARTS OF COMPLETED SYSTEM.

2.4.2 TESTING

- A. STORM WATER
  - 1. TEST ALL PIPING IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 7 OF THE UNIFORM PLUMBING CODE.
  - 2. TEST ALL SYSTEMS WITH WATER, EXCEPT IN CASES WHERE TO DO SO WOULD ADVERSELY SUBJECT THE PIPING TO DAMAGE FROM FREEZING. OBTAIN APPROVAL FROM CONTRACTING AGENCY IF AIR TEST IS TO BE SUBSTITUTED FOR WATER TEST.
  - 3. REPAIR LEAKS AND RETEST SYSTEM, REPEATING THIS PROCESS UNTIL PIPING SYSTEM IS FREE OF LEAKS.
  - 4. PROVIDE CERTIFICATION THAT TESTING HAS BEEN ACCOMPLISHED. TESTING CERTIFICATION TO BE INCLUDED IN OPERATION AND MAINTENANCE MANUALS.



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Drafting Check	SCH	Design Check	SCH	
Project Manager	SCH	Project Director	MEK	

Client  
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Project No.  
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Title  
**MECHANICAL SPECIFICATIONS**

Size  
ANSI D

Sheet No.  
M001

DIVISION 23 - MECHANICAL

B. NATURAL GAS

1. TEST ALL GAS PIPING BEFORE CONNECTION TO GAS SOURCE. DO NOT ENCLOSE OR CONCEAL ANY UNTESTED PORTION OF THE GAS SYSTEM.
2. TEST ALL PIPING IN ACCORDANCE WITH CHAPTER 4 OF THE INTERNATIONAL FUEL GAS CODE.
3. OBTAIN A CERTIFICATE OF FINAL INSPECTION FROM THE ADMINISTRATIVE AUTHORITY AND INCLUDE IN OPERATION AND MAINTENANCE MANUALS.

2.5 DUCTWORK

2.5.1 DEFINITIONS

- A. DUCT SIZES: INSIDE CLEAR DIMENSIONS.

2.5.2 MATERIALS

- A. GENERAL: NON-COMBUSTIBLE OR CONFORMING TO REQUIREMENTS FOR CLASS 1 AIR DUCT MATERIALS OR UL 181.
- B. STEEL DUCTS: ASTM A525 GALVANIZED STEEL SHEET, LOCK FORMING QUALITY, HAVING ZINC COATING OF 1.25 OZ PER SQUARE FOOT FOR EACH SIDE IN CONFORMANCE WITH ASTM A90.
- C. KITCHEN HOOD EXHAUST DUCTWORK.
1. FABRICATE IN ACCORDANCE WITH IMC, SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE, AND NFPA 96.
  2. CONSTRUCT GREASE DUCTS SERVING TYPE I HOODS OF 16 GAGE CARBON STEEL OR 18 GAGE STAINLESS STEEL, USING CONTINUOUS LIQUID-TIGHT EXTERNAL WELDED JOINTS AND SEAMS.
- D. SEALANT: NON-HARDENING, WATER RESISTANT, FIRE RESISTIVE, COMPATIBLE WITH MATING MATERIALS, LIQUID USED ALONE OR WITH TAPE, OR HEAVY MASTIC.

2.5.3 DUCTWORK INSTALLATION

- A. FABRICATE AND SUPPORT IN ACCORDANCE WITH SMACNA DUCT CONSTRUCTION STANDARDS AND ASHRAE HANDBOOKS, EXCEPT AS INDICATED. PROVIDE DUCT MATERIAL, GAGES, REINFORCING, AND SEALING FOR OPERATING PRESSURE INDICATED.
- B. INCREASE DUCT SIZES GRADUALLY, NOT EXCEEDING 15 DEGREES DIVERGENCE WHEREVER POSSIBLE. DIVERGENCE UPSTREAM OF EQUIPMENT SHALL NOT EXCEED 30 DEGREES, CONVERGENCE DOWNSTREAM SHALL NOT EXCEED 45 DEGREES.
- C. USE DOUBLE NUTS AND LOCK WASHERS ON THREADED ROD SUPPORTS.
- D. INSTALL KITCHEN EXHAUST HOOD GREASE DUCTS IN ACCORDANCE WITH IMC AND NFPA 96.

2.5.4 DUCTWORK APPLICATION SCHEDULE

AIR SYSTEM	MATERIAL
VENTILATION	STEEL
GREASE EXHAUST	WELDED STAINLESS STEEL OR CARBON STEEL

LEGEND & ABBREVIATIONS		
ABBR.	EXPLANATION	SYMBOL
A	AIR - COMPRESSED	—A—
AAV	AUTOMATIC AIR VENT	—□
AFF	ABOVE FINISHED FLOOR	
AR	ACID RESISTANT WASTE	
BDD	BACKDRAFT DAMPER	
BD	BALANCING DAMPER	
	BALANCING/ISOLATION DAMPER	
	BALL VALVE	
CC	COOLING COIL	
CFM	CUBIC FEET/INCH	
CO	CLEANOUT	±
CV	CHECK VALVE	
CW	COLD WATER	
DD	DUCT DETECTOR	
DN	DOWN	
(E)	EXISTING	
E/A	EXHAUST AIR	
	EXPANSION COMPRESSOR	
F	FIRE	—F—
FCO	FLOOR CLEANOUT	
FD	FIRE DAMPER	
FDC	FIRE DEPARTMENT CONNECTION	
	FLEXIBLE CONNECTION	
	FLEXIBLE DUCT	
	FLOW CONTROL VALVE	
FOS	FUEL OIL SUPPLY	—
FOR	FUEL OIL RETURN	—
G	GAS	—G—
	GLOBE VALVE	
GR	GLYCOL RETURN	—
GS	GLYCOL SUPPLY	—
HB	HOSE BIBB	
HC	HEATING COIL	
HW	HOT WATER	—
HWC	HOT WATER CIRCULATION	—
HWR	HOT WATER RETURN	—
HWS	HOT WATER SUPPLY	—
MOD	MOTOR OPERATED DAMPER	
MOV	2-WAY MOTOR OPERATED VALVE	
MOV	3-WAY MOTOR OPERATED VALVE	
NIC	NOT IN CONTRACT	
O/A	OUTSIDE AIR	
POC/POD	POINT OF CONNECTION/DISCONNECT	
	PRESSURE GAUGE	
PRV	PRESSURE RELIEF VALVE	
PW	PUMPED WASTE	—PW—
R/A	RETURN AIR	
RD	ROOF DRAIN	
RL	RAIN LEADER	
RV	RELIEF VALVE	
	RETURN AIR SLOT	
	RETURN/EXHAUST AIR REG. OR GRILLE	
S	SANITARY SOIL	—
S/A	SUPPLY AIR	
	SQUARE HEAD COCK	
	STRAINER WITH DRAIN VALVE	
SD	STORM DRAIN	—SD—
SL	ACOUSTICALLY LINED DUCT	
SP	SPRINKLER	—SP—
TW	TEMPERED WATER	—TW—
T'STAT	THERMOSTAT	
T'STAT	RETURN AIR THERMOSTAT	
	UNION	
V	VENT	—
VTR	VENT THRU ROOF	
WCO	WALL CLEANOUT	—□
W	WASTE	—W—

THIS IS A STANDARD LEGEND, SOME SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY ON THE DRAWING.



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Project Manager	SCH	Project Director	MEK	

Client  
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Project  
**FCC KITCHEN ROOF REPLACEMENT**

Date  
**2026.02.25**

Scale

Project No.  
**260003132**

Title  
**MECHANICAL SPECIFICATIONS II, LEGEND & ANNOTATIONS**

Size  
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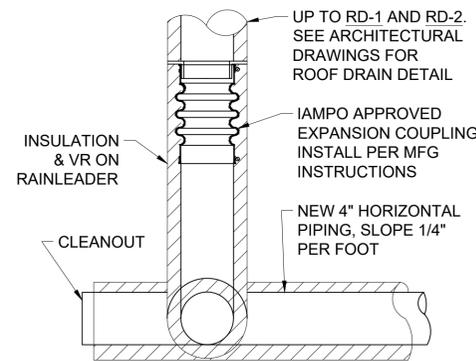
Project No.  
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Title  
**MECHANICAL ROOF PLAN, FLOOR PLAN, SCHEDULES AND DETAILS**

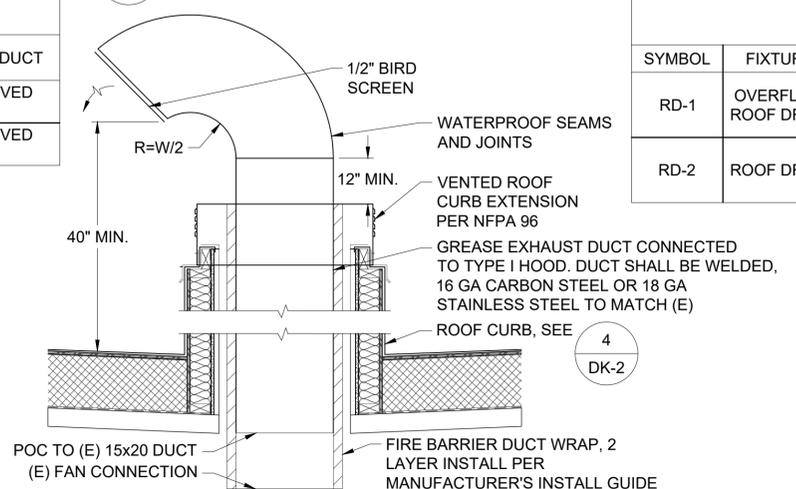
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DK-M1

**SHEET NOTES:**

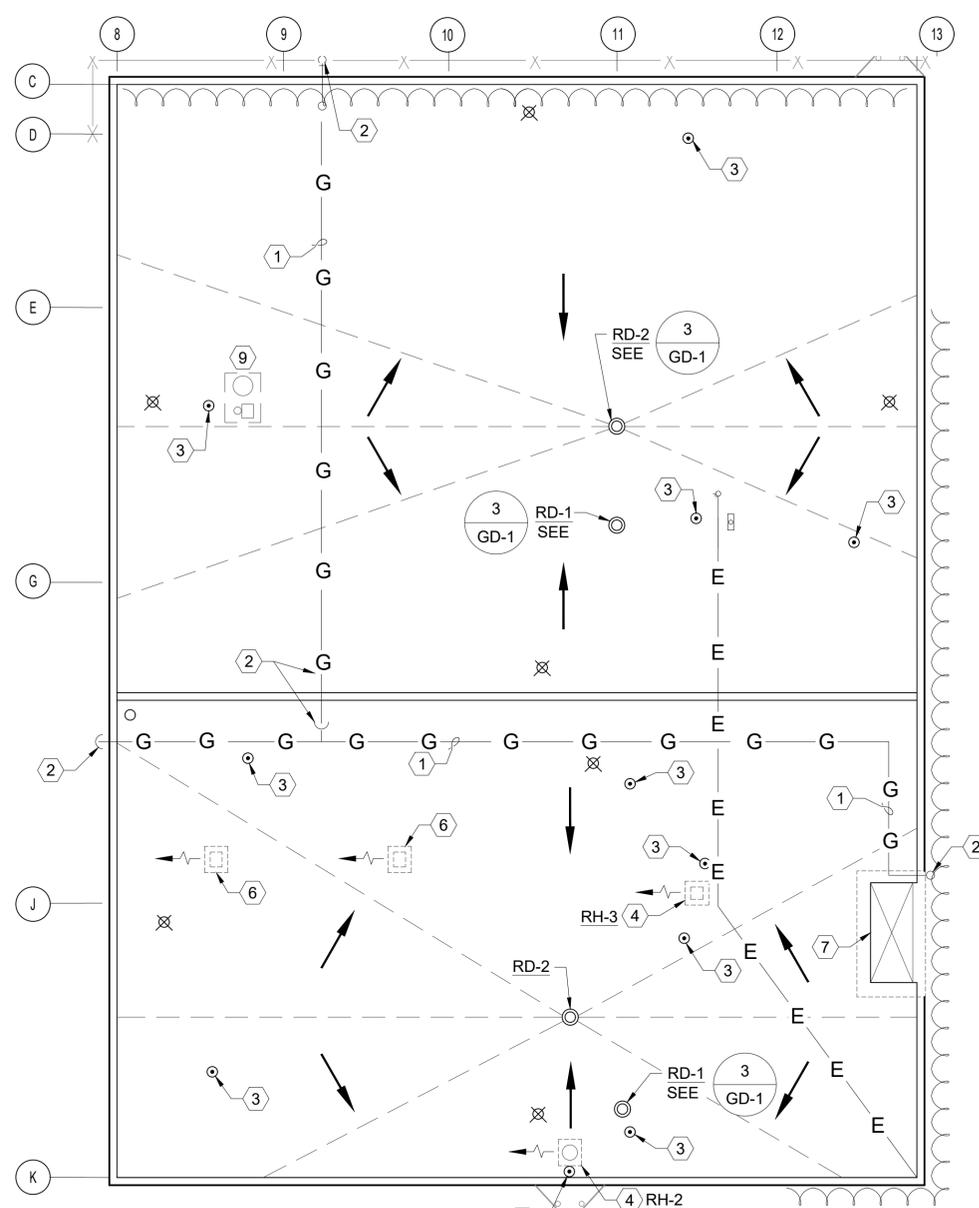
- 1 GAS PIPING: EXISTING SUPPORTS TO BE REUSED. DURING CONSTRUCTION LIFT GAS PIPING SUPPORTS TO REPLACE ROOF BENEATH AND REINSTALL IN PLACE. REPLACE OR MODIFY THREADED RODS OF EXISTING SUPPORTS TO ADJUST TO NEW ROOF ELEVATION.
- 2 VERTICAL GAS PIPING TO BE MODIFIED FOR NEW HEIGHT OF ROOF AND GAS PIPING ELEVATION IN HORIZONTAL.
- 3 EXISTING PLUMBING VENT (VTR): EXTEND VENT HEIGHT TO 12 INCHES ABOVE FINISHED ROOF SURFACE. PROVIDE NEW FLASHING FOR WATER TIGHT INSTALLATION IN ACCORDANCE WITH ARCHITECTURAL DRAWINGS AND DETAIL. SEE 2 GD-1
- 4 EXISTING EXHAUST OUTLET ON ROOF CURB. DEMO EXISTING EXHAUST OUTLET AND PROVIDE NEW ROOF HOOD AND DUCTWORK. SEE ARCHITECTURAL FOR CURB AND FLASHING DETAILS. PROVIDE DUCTWORK AND ROOF HOOD PER 4 DK-M1
- 5 PATCH AND REPAIR WALL AND/OR CEILING TO FACILITATE POINT OF CONNECTION. SEE ARCHITECTURAL.
- 6 EXISTING EXHAUST OUTLET ON ROOF CURB. DEMO EXISTING EXHAUST OUTLET AND PROVIDE NEW GOOSENECK TERMINATION. SEE ARCHITECTURAL FOR CURB AND FLASHING DETAILS. PROVIDE DUCTWORK AND TERMINATION PER 5 DK-M1
- 7 SEE ARCHITECTURAL DRAWINGS FOR WORK.
- 8 EXTEND RAIN LEADER AND INSULATION TO NEW ROOF ELEVATION. PROVIDE NEW ROOF DRAINS. DO NOT REUSE OLD. SIMILAR TO DETAIL 3/DK-M1.
- 9 DEMOLISH ABANDONED EXHAUST FAN TERMINATION, ABANDONED BOILER STACK, AND ABANDONED 7" DRIER VENT. PROVIDE SHEETMETAL CAP ON ALL BELOW THE ROOF DECK.



**3 ROOF DRAIN OR OVERFLOW PIPING DETAIL**  
DK-M1 SCALE: NTS



**5 ROOF MTD HOOD DETAIL (GREASE EXHAUST)**  
DK-M1 SCALE: NTS

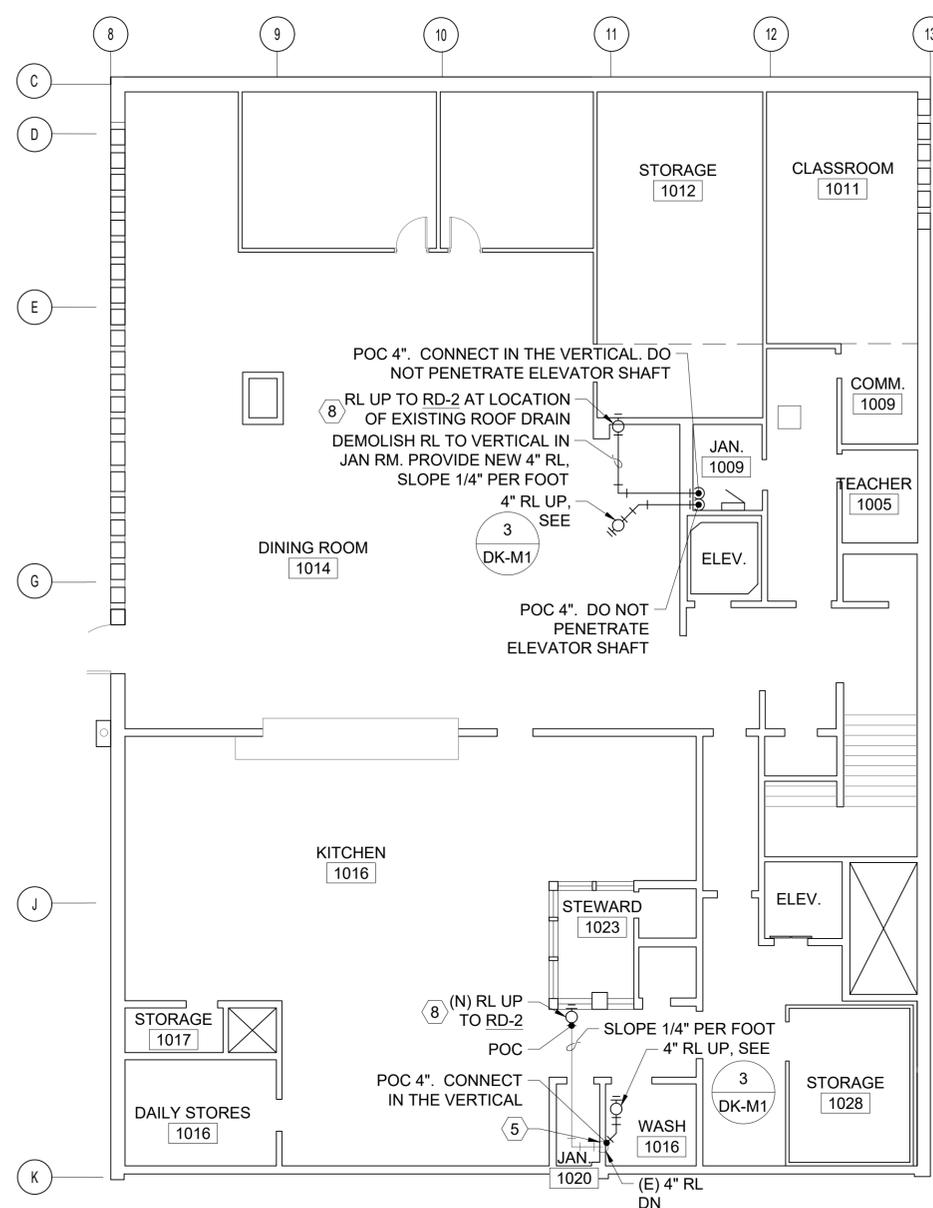


**PLUMBING FIXTURE CONNECTION SCHEDULE**

SYMBOL	FIXTURE	SOIL	WASTE	VENT	H.W.	C.W.
RD-1	OVERFLOW ROOF DRAIN			4" OVERFLOW ROOF DRAIN		
RD-2	ROOF DRAIN			4" ROOF DRAIN		

CAST IRON BODY WITH CAST IRON DOME, CLAMPING COLLAR. JR SMITH 1015CID OR APPROVED SUBSTITUTION W/ APPROPRIATE FITTING TO CONNECT TO (E) RAINLEADER WHERE REQUIRED

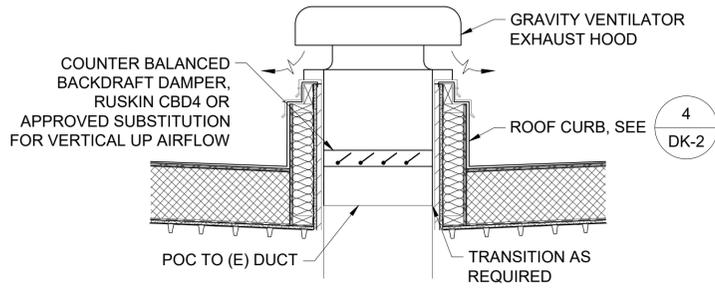
CAST IRON BODY WITH CAST IRON DOME, CLAMPING COLLAR. JR SMITH 1015CID OR APPROVED SUBSTITUTION W/ APPROPRIATE FITTING TO CONNECT TO (E) RAINLEADER WHERE REQUIRED



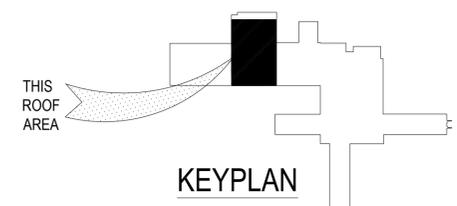
**2 DINING KITCHEN FLOOR PLAN**  
DK-M1 SCALE: 1/8" = 1'-0"

**ROOF HOOD SCHEDULE**

SYMBOL	UNIT SIZE	THROAT AREA (SF)	CUBE CAP SIZE	CAPACITY (CFM)	USE	DESIGN BASIS PRODUCT
RH-2	12x12 THROAT	1.00	17.5x17.5	0.01" @ 900	EXHAUST	COOK GR OR APPROVED
RH-3	16x16 THROAT	1.78	21.5x21.5	0.01" @ 1417	DISHWASHER EXHAUST	COOK GR OR APPROVED



**4 DINING KITCHEN FLOOR PLAN**  
DK-M1 SCALE: NTS



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LEGEND & ABBREVIATIONS		
ABBR.	EXPLANATION	SYMBOL
XFMR	TRANSFORMER	
(E)	EXISTING OR EXISTING TO REMAIN	
(N)	NEW	
NIC	NOT IN CONTRACT	
AFF	ABOVE FINISHED FLOOR	
CKT	CIRCUIT - NUMBER AS NOTED (TYP.)	CKT-XX
UON	UNLESS OTHERWISE NOTED	
A/100	LIGHTING FIXTURE DESIGNATION - SEE SCHEDULE	
WP	WEATHERPROOF	
C	CONDUIT, CONCEALED. SIZE AS NOTED (TYP.)	
	CONDUIT, UNDERGROUND OR UNDERFLOOR	
	CONDUIT, EXPOSED	
	MULTI-OUTLET ASSEMBLY-RECEPTACLES AS INDICATED	
	HOMERUN TO PANEL/CIRCUITS AS NOTED	
#X	WIRE COUNT OF # 12 UON/SPECIFIED	
PNL	PANELBOARD - SEE SCHEDULES	
	REFER TO INDICATED NOTE	
	TELECOM DOUBLE GANG J-BOX, SINGLE GANG PLASTER RING	
	TELECOM FLOOR BOX	
	TELECOM SINGLE GANG J-BOX SINGLE GANG PLASTER RING +54" AFF	
	TELECOM CEILING MOUNT J-BOX	
RECPT	DUPLEX RECEPTACLE - NEMA 5-20R	
	QUADRUPLX RECEPTACLE - NEMA 5-20R	
	DUPLEX RECEPTACLE - NEMA 5-20R GFCI TYPE	
	RECEPTACLE - NEMA CONFIGURATION AS NOTED	
	CARD READER J-BOX AND CONDUIT	
J-BOX	JUNCTION BOX	
	SINGLE PHASE MOTOR - SIZE AS INDICATED	
	THREE PHASE MOTOR - SIZE AS INDICATED	
	MOTOR CONTROLLER	
	MOTOR DISCONNECT	
VFD	VARIABLE SPEED DRIVE	
	COMBINATION STARTER/DISCONNECT	
	EMERGENCY SHUTOFF SWITCH	
SW	SWITCH - SINGLE POLE	
	SWITCH - THREE WAY	
	SWITCH - PILOT LIGHT	
	SWITCH - THERMAL OVERLOAD	
	SWITCH - MOMENTARY CONTACT	
	SWITCH - LIGHTED	
FACP	FIRE ALARM CONTROL PANEL	
FANN	FIRE ALARM REMOTE ANNUNCIATOR	
	PUBLIC ADDRESS J-BOX WALL MOUNT 15'-0"	
	PUBLIC ADDRESS J-BOX CEILING MOUNT	
	STROBE BACK BOX	
	PROTECTOWIRE LINEAR HEAT DETECTOR PANEL	
	DOOR POSITION SWITCH	
	SMOKE DETECTOR BACK BOX	
	FIRE DETECTOR JUNCTION BOX (LINEAR HEAT DETECTOR)	
	HORN STROBE BACKBOX	
	MANUAL PULL STATION BACK BOX	
TTB/C	TELEPHONE TERMINAL BOARD/CABINET	
	EXIT SIGN	
	LIGHTING FIXTURES - VARIOUS TYPES AS NOTED	
	SHADING INDICATES EMERGENCY LIGHTING FIXTURE	

THIS IS A STANDARD LEGEND. ALL SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY ON THE DRAWING(S).

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Drafting Check	EWC	Design Check	EWC	
Project Manager	EWC	Project Director	MEK	

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Date  
**2026.02.25**

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**260003132**

Title  
**ELECTRICAL LEGEND**

Size  
**ANSI D**

Sheet No.  
**E001**

PART 1 - GENERAL

1.1 SCOPE

- A. PROVIDE COMPLETE ELECTRICAL SYSTEMS AS SHOWN ON DRAWINGS AND SPECIFIED. FURNISH ALL LABOR, EQUIPMENT, APPLIANCES, MATERIALS, AND PERFORM OPERATIONS REQUIRED FOR COMPLETE INSTALLATION IN ACCORDANCE WITH ALL SECTIONS OF SPECIFICATIONS, DRAWINGS, CODES, AND CONDITIONS OF CONTRACT.

1.2 CODES, STANDARDS, FEES, PERMITS

- A. COMPLY WITH LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, LOCAL CODES, AMENDMENTS, ORDINANCES AND REQUIREMENTS OF UTILITY COMPANIES' FURNISHING SERVICES TO INSTALLATION. COMPLY WITH NEMA, UL, ANSI, ICEA AND OTHER INDUSTRY STANDARDS. COMPLY WITH REQUIREMENTS OF IBC, IMC, UPC, AND OTHER APPLICABLE CODES.
- B. SECURE AND PAY FOR ALL INSPECTIONS, FEES, PERMITS, ETC., REQUIRED BY LOCAL AND STATE AGENCIES.

1.3 DRAWINGS

- A. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL FEATURES OF WORK. INSTALL ELECTRICAL ITEMS TO PROVIDE SYMMETRICAL APPEARANCE. DO NOT SCALE DRAWINGS. REVIEW OTHER DRAWINGS AND ADJUST WORK TO CONFORM TO CONDITIONS SHOWN. VERIFY FIELD CONDITIONS. IMMEDIATELY CONTACT THE CONTRACTING OFFICER'S REPRESENTATIVE FOR CLARIFICATION OF QUESTIONABLE, OBSCURE ITEMS, OR APPARENT CONFLICTS. THE CONTRACTING OFFICER'S REPRESENTATIVE'S DECISION IS FINAL FOR ALL CLARIFICATIONS REQUESTED. EXTRA COST RESULTING FROM A CONDITION WHERE CLARIFICATION WAS NOT REQUESTED: MADE AT NO INCREASE IN CONTRACT AMOUNT UNLESS EXTRA COST IS APPROVED IN WRITING.

1.4 WORKMANSHIP

- A. CONSIDERED AS IMPORTANT AS ELECTRICAL AND MECHANICAL EFFICIENCY AND SUBJECT TO APPROVAL. EMPLOY WORKMEN SKILLED IN TRADE AND FAMILIAR WITH PARTICULAR TECHNIQUES APPLICABLE TO VARIOUS SECTIONS OF WORK. INSTALL IN ACCORDANCE WITH NECA "STANDARD PRACTICES FOR GOOD WORKMANSHIP IN ELECTRICAL CONTRACTING."

1.5 COORDINATION

- A. COORDINATE WITH OTHER TRADES FOR PROPER INSTALLATION AND TIMELY EXECUTION. ANY CHANGES NECESSITATED BY FAILURE TO PROPERLY COORDINATE WORK: MADE AT NO INCREASE IN CONTRACT AMOUNT.
- B. VERIFY INFORMATION SHOWN ON PLANS WITH EQUIPMENT ITEMS ACTUALLY FURNISHED WHERE EQUIPMENT IS FURNISHED OR INSTALLED BY OTHERS. NOTIFY CONTRACTING OFFICER'S REPRESENTATIVE OF ANY CONFLICTS.

1.6 REMODEL WORK

- A. EXISTING CONDITIONS NOTED ON THE DRAWINGS WERE PREPARED FROM PREVIOUS CONSTRUCTION DRAWINGS. VISIT SITE, VERIFY EXISTING CONDITIONS AND ALLOW ADEQUATE MONIES TO COVER ADDITIONAL WORK REQUIRED AS A RESULT OF AS-BUILT CONDITIONS. ASSUME THAT THE AS-BUILT INFORMATION DOES NOT INDICATE EXACT CONDUIT ROUTING OR CIRCUITING. INCLUDE NECESSARY WORK TO PROVIDE CIRCUIT CONTINUITY TO EXISTING CIRCUITS THAT MAY BE AFFECTED BY NEW WORK. CUT BACK EXISTING WORK BEING REMOVED OR ABANDONED BEYOND FINISHED SURFACES TO ALLOW REPAIR AND REFINISHING. ASSUME CONDITION OF WIRING IS SUITABLE FOR RECONNECTING.
- B. NOTIFY CONTRACTING OFFICER'S REPRESENTATIVE OF ANY FIELD CONDITIONS WHERE CONTRACTOR CANNOT REUSE EXISTING MATERIAL OR EQUIPMENT BECAUSE OF DETERIORATED CONDITIONS. ALSO NOTIFY CONTRACTING OFFICER'S REPRESENTATIVE OF ANY EXISTING CONDITIONS WHICH MAY BE CONSIDERED UNSAFE OR IN NEED OF REPAIR.
- C. CERTAIN ITEMS SUCH AS FIXTURES ARE NOTED ON DRAWINGS TO BE REUSED. THOROUGHLY CLEAN, PLACE IN LIKE NEW CONDITION AND, IN THE CASE OF LIGHTING FIXTURES, PROVIDE WITH NEW LAMPS.

1.7 SUBMITTALS

- A. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF CONTRACT DOCUMENTS. PROVISION OF A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- B. UNLESS NOTED, SUBMIT FIVE COPIES OF ALL MATERIALS AND EQUIPMENT.

1.8 SUBSTITUTIONS

- A. MAKE NO SUBSTITUTIONS OR REVISIONS WITHOUT WRITTEN

APPROVAL. FOR EQUIPMENT SCHEDULED BY MANUFACTURER'S NAME AND CATALOG DESIGNATIONS: MANUFACTURER'S PUBLISHED DATA AND/OR SPECIFICATION FOR THAT ITEM ARE CONSIDERED PART OF SPECIFICATION. ALL SIMILAR EQUIPMENT SAME MANUFACTURER THROUGHOUT.

1.9 PROJECT COMPLETION

- A. THOROUGHLY CLEAN INSIDE AND OUT ALL FIXTURES AND EQUIPMENT. CLEAN PREMISES OF CONSTRUCTION DEBRIS. CALL FOR FINAL CONSTRUCTION OBSERVATION. CONDUCT OPERATING TEST FOR APPROVAL. DEMONSTRATE INSTALLATION TO OPERATE SATISFACTORILY IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS. PROVIDE PERSONNEL TO ASSIST ENGINEER IN REMOVAL AND REPLACEMENT OF EQUIPMENT FOR OBSERVATION PURPOSES.
- B. SHOULD ANY PORTION OF INSTALLATION FAIL, REPAIR OR REPLACE ITEMS UNTIL ITEMS CAN BE DEMONSTRATED TO COMPLY.
- C. FIRE ALARM AND EMERGENCY SYSTEMS MUST BE OPERATIONAL PRIOR TO OCCUPANCY.
- D. SUBMIT A LETTER CERTIFYING COMPLETION OF PROJECT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. TURN OVER RECORD DRAWINGS TO CONTRACTING OFFICER.
- E. SUBMIT OPERATING AND MAINTENANCE MANUALS TO CONTRACTING OFFICER, TRAIN CONTRACTING OFFICER'S PERSONNEL IN OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEMS.

1.10 GUARANTEE

- A. GUARANTEE ALL MATERIAL TO BE NEW, ALL WORK TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE. REPAIR OR REPLACE ANY WORK OR MATERIAL DEEMED DEFECTIVE DURING THE GUARANTEE PERIOD AT NO COST TO THE CONTRACTING OFFICER.

PART 2 - PRODUCTS

2.1 RACEWAYS

- A. GALVANIZED RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT: USE IN DAMP OR WET LOCATIONS, UNDERGROUND, IN CONCRETE OR CMU, WHERE SUBJECT TO PHYSICAL DAMAGE, FOR SERVICE CONDUCTORS AND PANELBOARD FEEDERS.
- B. ELECTRICAL METALLIC TUBING: USE IN ALL OTHER AREAS UNLESS OTHERWISE INDICATED. PROVIDE RAINTIGHT/CONCRETE-TIGHT COMPRESSION FITTINGS.
- C. FLEXIBLE METALLIC CONDUIT: USE FOR FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT TO ISOLATE VIBRATION OR ALLOW RELOCATION. PROVIDE FLEXIBLE WATERTIGHT CONDUIT IN DAMP OR WET LOCATIONS (PUMPS, KITCHEN EQUIPMENT, ETC.). WHERE USED OUTDOORS, USE LIQUIDTIGHT FLEXIBLE CONDUIT RATED FOR -60 DEGREES F AND LISTED FOR DIRECT BURY.
- D. NO CONDUIT ALLOWED EMBEDDED IN SPRAY-APPLIED FIREPROOFING OR BETWEEN STRUCTURAL STEEL MEMBERS AND GYPSUM WALL BOARD.
- E. UNLESS NOTED, INSTALL RACEWAYS CONCEALED EXCEPT AT SURFACE CABINETS, MOTOR AND EQUIPMENT CONNECTIONS, AND IN UTILITY ROOMS. LOCATE RACEWAYS TO NOT ENDANGER STRENGTH OF STRUCTURAL MEMBERS, AND SIX INCHES MINIMUM FROM PARALLEL RUNS OF HEAT PIPING. DO NOT INSTALL RACEWAYS IN OR THROUGH STRUCTURAL MEMBERS UNLESS SPECIFICALLY APPROVED. CROSS EXPANSION JOINTS WITH EXPANSION FITTINGS AND BONDING CONDUCTOR.
- F. PROVIDE PULL WIRE IN RACEWAYS INSTALLED BUT LEFT EMPTY.
- G. WATERPROOF ALL ROOF AND EXTERIOR WALL PENETRATIONS AS APPROVED.

2.2 WIRE AND CABLE

- A. INSTALL ALL CONDUCTORS IN APPROVED RACEWAY OR PATHWAY SYSTEMS. TYPE MC CABLE MAY BE USED WITHIN THE LIMITS OF THE NEC UNLESS OTHERWISE NOTED ON DRAWINGS. ALL CONDUCTOR SIZES BASED ON COPPER; #12 AWG MINIMUM EXCEPT CONTROL WIRING MAY BE #14 AWG.
- B. MINIMUM INSULATION RATING: 75 DEGREES C, 600 VOLT. IN LIGHTING FIXTURE CHANNELS, HIGH TEMPERATURE AREAS: 90 DEGREES C, 600 VOLT. USE XHHW INSULATION OUTDOORS.
- C. 120 VOLT BRANCH CIRCUIT LENGTHS FROM PANEL TO FIRST OUTLET EXCEEDING 75': NO. 10 AWG MINIMUM.
- D. INCREASE CONDUCTOR SIZES TO #10 AWG OR USE 90 DEGREES C-RATED INSULATION TO OFFSET DERATING FACTOR, WHEN MORE THAN THREE 20 AMP CONDUCTORS ARE INSTALLED IN SINGLE RACEWAY.
- E. CABLE FOR OTHER SPECIAL INSTALLATIONS: AS DESCRIBED UNDER OTHER SECTIONS OF SPECIFICATIONS, NOTED ON DRAWINGS, OR RECOMMENDED BY MANUFACTURER.

- F. COLOR CODE 120/208 VOLT SYSTEMS: BLACK, RED, BLUE AND WHITE. CODE SOUND AND SIGNAL SYSTEMS WIRING AND ANY SPECIAL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S DIAGRAMS OR RECOMMENDATIONS.

- G. INSTALL NO THERMOPLASTIC INSULATED CONDUCTORS WHEN TEMPERATURE IS BELOW 20 DEGREES F.

H. CONNECTIONS:

- 1. #6 AND LARGER: SOLDERLESS LUGS.
- 2. #8 AND SMALLER: INSULATED WIRE NUT CONNECTOR, IDEAL "WINGNUT" HARD SHELL.

- I. LOW VOLTAGE, SPECIAL PURPOSE, COAXIAL CABLES, ETC.: INSTALL AND TERMINATE PER MANUFACTURER'S RECOMMENDATIONS.

2.3 BOXES

- A. WHERE CONDUIT SYSTEMS OR MC CABLE IS USED, PROVIDE GALVANIZED OR CADMIUM PLATED, ONE PIECE PRESSED OR WELDED STEEL WITH DEVICE FINISH RING AND GANG COVER. FOUR INCH SQUARE OR OCTAGONAL, 1-1/2" DEEP MINIMUM SIZE. PROVIDE STEEL SQUARE CORNER MASONRY BOXES AND FINISH RINGS IN MASONRY, CONCRETE OR CONCRETE BLOCK WALLS.
- B. THROUGH WALL BOXES NOT PERMITTED. PROVIDE SIX INCH MINIMUM NIPPLE BETWEEN OUTLETS SHOWN BACK-TO-BACK ON COMMON WALLS. MINIMUM 24" SEPARATION IN FIRE-RATED WALLS AND PENETRATIONS. SET FLUSH WITH WALL OR CEILING FINISH. PROVIDE ISOLATION BARRIER BETWEEN DISSIMILAR VOLTAGES IN SAME OUTLET AND WHERE LINE-TO-LINE VOLTAGE EXCEEDS 300 VOLTS.
- C. VERIFY LOCATION OF ALL OUTLETS. UNLESS NOTED, MOUNT OUTLETS AS FOLLOWS, FINISHED FLOOR TO CENTERLINE OF OUTLET:  
  
WEATHERPROOF OUTLETS 2'-6"
- D. PROVIDE ADDITIONAL PULL BOXES TO AVOID EXCESS PULLING TENSIONS AND TO FACILITATE WORK.

2.4 PANELBOARDS AND OVERCURRENT PROTECTION

- A. PROVIDE CIRCUIT BREAKERS OF THERMAL MAGNETIC TYPE, QUICK-MAKE, QUICK-BREAK WITH A MINIMUM OF 10,000 AIC RATING AT 120, 240 VOLT. MEET NEMA STANDARD AB1.
  - B. PROVIDE CIRCUIT BREAKERS DESIGNATED "GFI" EQUIPPED WITH INTEGRAL CLASS A GROUND FAULT CIRCUIT INTERRUPTER SET TO TRIP ON GROUND FAULT OF SIX MILLIAMPS OR GREATER. PROVIDE CIRCUIT BREAKERS DESIGNATED "GFI" EQUIPPED WITH INTEGRAL EQUIPMENT PROTECTION GROUND FAULT CIRCUIT INTERRUPTER SET TO TRIP ON GROUND FAULT OF THIRTY MILLIAMPS OR GREATER.
- 2.5 WIRING DEVICES
- A. DUPLEX RECEPTACLES: 20 AMP, 125 VOLT, NEMA TYPE 5-20R, MEET FEDERAL SPECIFICATION W-C-596F TESTS. IVORY COLOR. PROVIDE OUTLETS DESIGNATED GFI WITH INTEGRAL CLASS A GROUND FAULT CIRCUIT INTERRUPTER UL 943-LISTED.
  - B. SPECIAL OUTLETS: CAPACITY, VOLTAGE AND NEMA CONFIGURATION NOTED, SAME QUALITY AS DUPLEX RECEPTACLES.
  - C. DEVICE PLATES: UL LISTED, ONE PIECE FLUSH PLATES STAINLESS STEEL. USE GALVANIZED PLATES FOR EXPOSED WIRING, GASKETED POLYCARBONATE SELF-CLOSING WEATHERPROOF PLATES OUTDOORS, U.L. LISTED FOR WET LOCATIONS WHILE IN USE.

2.6 MOTORS AND CONNECTIONS

- A. APPLIANCE AND MISCELLANEOUS EQUIPMENT CONNECTIONS.
  - 1. PROVIDE AND MAKE ALL FINAL ELECTRICAL CONNECTIONS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND SHOP DRAWINGS FOR EQUIPMENT FURNISHED BY OTHERS. PROVIDE FLEXIBLE CONDUIT; TYPE SO OR ST RUBBER CORDS WITH GROUNDING CONDUCTOR; PIGTAILS, CAPS, ETC., FOR AN OPERATING SYSTEM.
  - 2. PROVIDE OUTLETS AT LOCATIONS TO CONVENIENTLY SERVE EQUIPMENT. PROVIDE RECEPTACLES TO MATCH CORD CAPS ON EQUIPMENT FURNISHED. PROVIDE DIRECT WIRING OR RECEPTACLES FOR FINAL CONNECTION TO EQUIPMENT FOR PARTICULAR EQUIPMENT FURNISHED.

2.7 MOTOR STARTER AND DISCONNECTS

- A. PROVIDE EACH MOTOR WITH DISCONNECTING MEANS AND WITH SUITABLE CONTROLLER OR OTHER DEVICE, COMPLETE WITH MANUAL OR AUTOMATIC CONTROL OF STANDARD NEMA SIZES.
- B. PROVIDE HORSEPOWER RATED MANUAL MOTOR STARTING SWITCH WITH THERMAL OVERLOAD PROTECTION FOR EACH SINGLE PHASE MOTOR. SIZE HEATERS FOR 115% MEASURED FULL LOAD CURRENT.
- C. DISCONNECTS: HEAVY DUTY SAFETY SWITCHES, CIRCUIT BREAKERS OR MANUAL MOTOR STARTING SWITCHES.

2.8 GROUNDING

- A. GROUND ALL ELECTRICAL DEVICES, MOTORS, METALLIC PIPING, DUCTWORK, METAL FRAMING, ETC., IN ACCORDANCE WITH N.E.C. ARTICLE 250.
- B. PROVIDE SEPARATE GREEN EQUIPMENT GROUNDING CONDUCTOR FOR ALL FEEDER AND BRANCH CIRCUITS AFFECT BY THIS WORK.

2.9 LIGHTING FIXTURES

- A. EXISTING FIXTURES REMOVE AND RE-INSTALL. CLEAN LAMP BODIES AND LENSES WITH WARM SOAPY WATER PRIOR TO RE-INSTALLATION.

PART 3 - EXECUTION

3.1 GENERAL

- A. INSTALL ALL MATERIAL AND EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS AND INSTALLATION DRAWINGS, UNLESS OTHERWISE INDICATED AND IN ACCORDANCE WITH NECA'S "STANDARD PRACTICES FOR GOOD WORKMANSHIP IN ELECTRICAL CONTRACTING".
- B. SEAL PENETRATIONS WITH UL-LISTED FIREPROOFING MATERIALS TO MAINTAIN FIREPROOFING INTEGRITY AND WATERTIGHTNESS.
- C. SEAL AIRTIGHT ALL PENETRATIONS THROUGH SMOKE PARTITIONING, FAN PLENUMS, DUCTWORK, AND VAPOR BARRIERS.
- D. REPLACE OR REPAIR ANY SPRAY-APPLIED FIREPROOFING OR INSULATION DAMAGED BY INSTALLATION OF ELECTRICAL EQUIPMENT.
- E. REPAIR ALL DAMAGE TO FINISHED SURFACES WHERE CAUSED BY INSTALLATION OF ELECTRICAL EQUIPMENT.
- F. PROVIDE PROPER IDENTIFICATION FOR PANELS, SWITCHES, OR ANY ITEM OF ELECTRICAL EQUIPMENT USED AS A CONTROL DEVICE OR DISCONNECTING MEANS FOR ANY EQUIPMENT. IDENTIFY BOXES CONTAINING EMERGENCY CIRCUITS PER N.E.C. ARTICLE 700-9.

3.2 SUPPORTS

- A. SUPPORT RACEWAYS ON APPROVED TYPES OF WALL BRACKETS, CEILING TRAPEZE HANGERS OR MALLEABLE IRON STRAPS. PLUMBERS PERFORATED STRAP NOT PERMITTED AS MEANS OF SUPPORT.
- B. DO NOT SUSPEND RACEWAYS OR EQUIPMENT FROM CEILING TIE WIRE OR T-BAR, FROM STEAM, WATER OR OTHER PIPING OR DUCTWORK, BUT SUPPORT INDEPENDENTLY.
- C. ANCHOR EQUIPMENT TO THE BUILDING STRUCTURE TO RESIST SEISMIC DESIGN CATEGORY D EARTHQUAKE FORCES. PROVIDE ADEQUATE BACKING AT STRUCTURAL ATTACHMENT POINTS TO ACCEPT THE FORCES INVOLVED.
- D. SECURE BOXES, WALL BRACKETS, CABINETS AND HANGERS BY MEANS OF TOGGLE BOLTS IN HOLLOW MASONRY AND GYPBOARD; PRESET INSERTS OR EXPANSION BOLTS IN SOLID MASONRY AND CONCRETE; MACHINE SCREWS, BOLTS OR WELDING ON METAL SURFACES; AND WOOD SCREWS IN WOOD CONSTRUCTION.

3.3 AS-BUILT DRAWINGS

- A. KEEP CLEAN SET OF PRINTS AT JOB SITE AND RECORD ALL ELECTRICAL CHANGES THAT OCCURRED DURING CONSTRUCTION. FAILURE TO DO SO MAY DELAY PAYMENT.
- B. AT END OF CONSTRUCTION, PROVIDE ONE COMPLETE SET OF DRAWINGS INDICATING ALL FIELD CHANGES FOR RECORD PURPOSES TO THE CONTRACTING OFFICER'S REPRESENTATIVE.

END OF SECTION



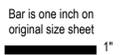
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No.	Issue	Checked	Approved	Date
Author	SNS	Designer	EWC	
Drafting Check	EWC	Design Check	EWC	
Project Manager	EWC	Project Director	MEK	
Client				
<b>ALASKA DEPARTMENT OF CORRECTIONS</b>				
Project				
<b>FCC KITCHEN ROOF REPLACEMENT</b>				

Date	Scale
2026.02.25	

Project No.  
**260003132**

Title  
**ELECTRICAL SPECIFICATIONS**

Size  
**ANSI D**

Sheet No.  
**E002**

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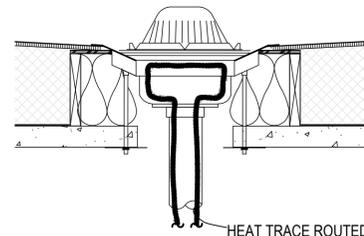
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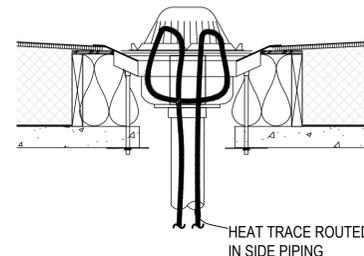
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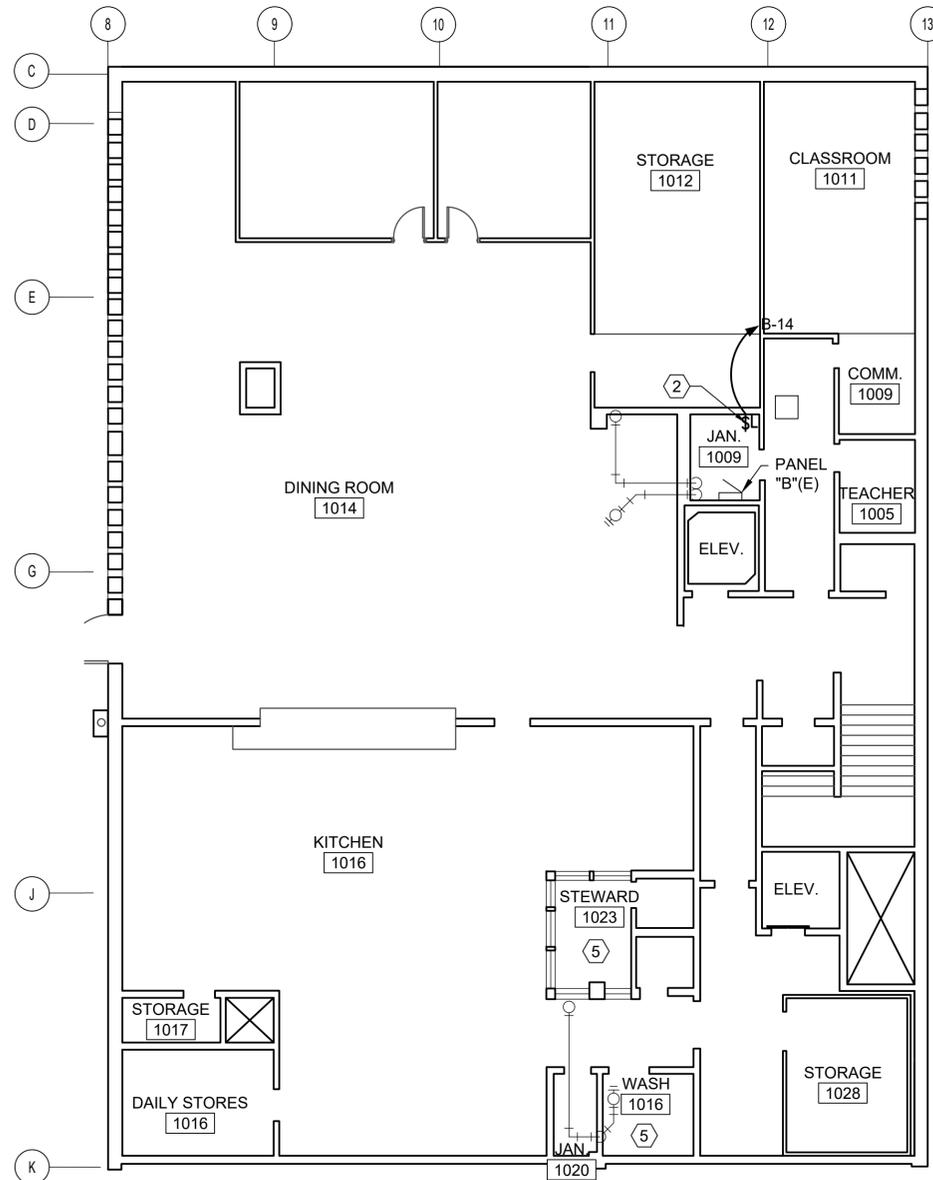
**3 ROOF DRAIN HEAT TRACE**

DK-E1 SCALE: NTS



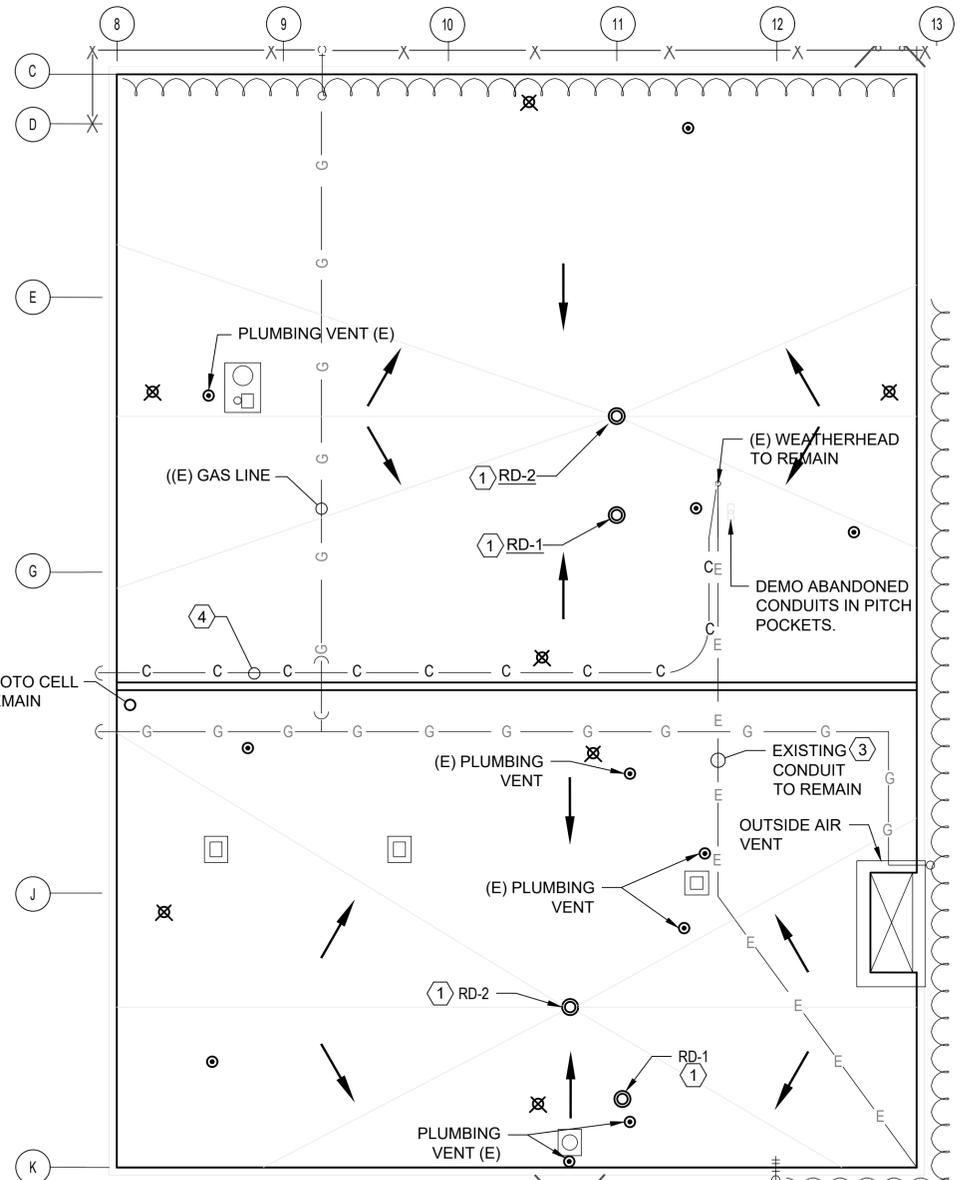
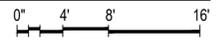
**4 OVERFLOW ROOF DRAIN HEAT TRACE**

DK-E1 SCALE: NTS



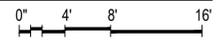
**2 DINING KITCHEN FLOOR PLAN**

DK-E1 SCALE: 1/8" = 1'-0"

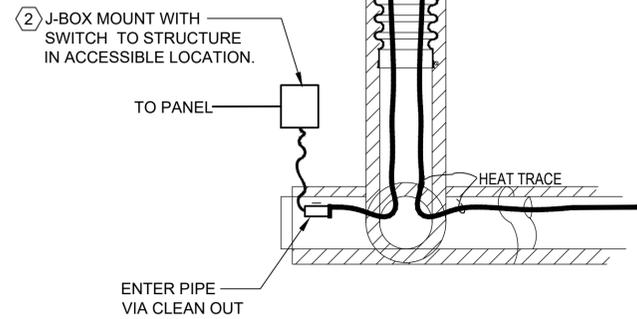


**1 ROOF PLAN DK-1**

DK-E1 SCALE: 1/8" = 1'-0"



PANEL: B		MOUNTING		MAINS		OPTIONS			
PROJECT: FCC Roof Replacement		☉ SURFACE		☉ LUGS		☐ FEEDTHRU		☐ SHUNT TRIP ☐ ISO GND BAR	
LOCATION: A/V STORAGE 205		○ FLUSH		○ CB		☐ SUBFEED LUG		☐ SUBFEED BRKR ☑ SOLID NEUTRAL	
VOLTAGE	208Y/120 VOLT	3 PHASE		4 WIRE		100	A	MLO	
CIRCUIT DESCRIPTION	KVA	AMP	P	CKT	CKT	AMP	P	KVA	CIRCUIT DESCRIPTION
LTS - PRIVATE OFFICES (E)	1.1	20	1	1	2	20	1	0.0	SPARE
LTS - HALL 202, WORKSPACE 211(E)	0.6	20	1	3	4	20	1	0.9	LTS - N KITCHEN STG. (DINNING)(E)
RECP - OFFICE 209, 210, 202(E)	1.6	20	1	5	6	20	1	0.5	LTS - N KITCHEN(E)
RECP - WORKSPACE 211(E)	1.1	20	1	7	8	20	1	1.5	LTS - KITCHEN, YEAST ROOM(E)
RECP - OFFICE 212, 213, 211(E)	1.6	20	1	9	10	20	1	0.9	RECP - KITCHEN STG, LOBBY, VEST(E)
LTS - INMATE TOILET(E)	0.1	20	1	11	12	20	1	0.8	LTS - KITCHEN CORRIDOR, STG.(E)
LTS - A/V, CLSRMS, COORD, TOILET(E)	1.4	20	1	13	14	20	1	0.0	<b>GFCI DINING/KITCHEN HEAT TRACE (N)(1)</b>
RECP - OFFICE 208, 214(E)	1.4	20	1	15	16	20	1	1.0	SPARE
RECP - CLSRM 207 NW COMPUTERS(E)	1.0	20	1	17	18	20	1	0.0	SPARE
RECP - CLSRM 207 ME COMPUTERS(E)	1.0	20	1	19	20	20	1	0.0	SPARE
RECP - CLSRM 207 S(E)	0.9	20	1	21	22	20	1	0.0	SPARE
RECP - CLSRM 206, COORD., 203, HALL(E)	1.4	20	1	23	24	20	1	0.0	SPARE
MISC - CATV AMP, TELECOM RACK - A/V STG 205(E)	0.6	20	1	25	26	20	1	0.0	SPARE
RECP - KITCHEN STORAGE(E)	0.4	20	1	27	28	20	1	0.0	SPARE
RECP - KITCHEN STORAGE(E)	0.4	20	1	29	30	20	1	0.4	SPARE
CONNECTED LOAD:	20.6	KVA	57.2	A	REMARKS: ALL EXISTING CIRCUIT LOAD INFORMATION FROM ASBUILT DRAWINGS. (1) PROVIDE 30mA GFCI CIRCUIT BREAKER.				
DEMAND LOAD:	21.3	KVA	59.1	A					
DATE: 1/30/2015									
REV:									

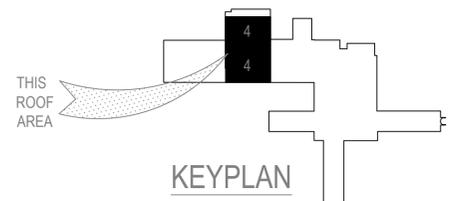


**5 ROOF DRAIN PIPING HEAT TRACE DETAIL**

DK-E1 SCALE: NTS

**SHEET NOTES:**

- PROVIDE RAYCHEM ICESTOP 2XT HEAT TRACE OR APPROVED SUBSTITUTION PER 3,4 AND 5/DK-E1. CONNECT TO GFCI CIRCUIT B-14 VIA ILLUMINATED HANDLE SWITCH.
- PROVIDE LIGHTED HANDLE SINGLE POLE SWITCH. LIGHT ON ONLY WHEN PANEL SWITCH, J-BOX SWITCH, AND HEAT TRACE ARE ENERGIZED. PROVIDE PLACARD AT SWITCH: "DINING/KITCHEN ROOF DRAIN HEAT TRACE".
- EXISTING ELECTRICAL CONDUIT. EXISTING SUPPORTS TO BE REUSED. DURING CONSTRUCTION LIFT CONDUIT SUPPORTS TO REPLACE ROOF AND REINSTALL SUPPORTS IN PLACE.
- EXISTING CABLE TO REMAIN.
- REMOVE EXISTING LIGHT FIXTURE FOR REUSE. CLEAN AND RELAMP FIXTURE PRIOR TO REINSTALLATION AFTER NEW CEILING IS CONSTRUCTED. COORDINATE FIXTURE LOCATION TO AVOID ACCESS DOOR



KEYPLAN

**ALASKA DEPARTMENT OF CORRECTIONS**

**FCC KITCHEN ROOF REPLACEMENT**

Date: 2026.02.25

Project No: 260003132

**ELECTRICAL PLANS, PANEL SCHEDULE AND DETAILS**

Sheet No. DK-E1

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## SECTION 05 50 00 - METAL FABRICATIONS

### 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. Steel framing and supports for mechanical and electrical equipment.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Slotted channel framing.

### PART 2 - PRODUCTS

#### 2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
  - 1. Size of Channels: 1-5/8 by 1-5/8 inches.
  - 2. Material: Galvanized steel, ASTM A 653/A 653M, commercial steel, Type B, with G90 coating; 0.108-inch nominal thickness.

#### 2.2 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use ASTM F 1941. Select fasteners for type, grade, and class required.

#### 2.3 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

**PART 3 - EXECUTION**

**3.1 INSTALLATION, GENERAL**

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide lag screws and other connectors.

**END OF SECTION 05 50 00**

## SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Wood-preservative-treated lumber.
  - 2. Rooftop equipment bases and support curbs.
  - 3. Wood blocking and nailers.

#### 1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater size but less than 5 inches nominal size in least dimension.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Preservative-treated wood.
  - 2. Power-driven fasteners.
  - 3. Post-installed anchors.
  - 4. Metal framing anchors.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent.

### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX).
- B. Dry lumber after treatment to a maximum moisture content of 25 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry.

### 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Nailers.
  - 2. Rooftop equipment bases and support curbs.
- B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any species.
- C. For nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- D. Top of Parapet Shims: Western red cedar; NLGA, WCLIB, or WWPA Grade B bevel siding, S1S2E.

## 2.4 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where carpentry is exposed to pressure-preservative treated, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.
- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on as appropriate for the substrate.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

## 2.6 METAL FRAMING ANCHORS

- A. G60 Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
  - 1. Use for wood-preservative-treated lumber.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers and similar supports to comply with requirements for attaching other construction.
- C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

- D. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
- F. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### **3.2 WOOD NAILER INSTALLATION**

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading.

**END OF SECTION 06 10 53**

## SECTION 06 16 00 - SHEATHING

### 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. Parapet sheathing.
  - 2. Ceiling sheathing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency in accordance with ASTM D5516.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated plywood.
  - 2. Fire-retardant-treated plywood.

#### 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: As tested in accordance with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

### 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC3b for exterior construction not in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat all plywood.

### 2.3 PARAPET SHEATHING

- A. Plywood Sheathing: DOC PS 1, sheathing.
  - 1. Span Rating: Not less than 32/16.
  - 2. Nominal Thickness: Not less than 1/2 inch.
- B. Glass-Mat Gypsum Sheathing: ASTM C 1177/1177M.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. CertainTeed Corporation.
    - b. Georgia-Pacific Building Products.
    - c. National Gypsum Company.
  - 2. Type and Thickness: Type X, 5/8 inch thick.

## 2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested in accordance with ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.
  - 2. Interior Type A: Treated materials are to have a moisture content of 28 percent or less when tested in accordance with ASTM D3201/D3201M at 92 percent relative humidity.
- C. Application: Ceiling backings to gypsum board where indicated on Drawings.

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. For roof and parapet sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or fasteners with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.
- E. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached.
  - 1. For steel framing less than 0.0329 inch thick, use screws that comply with ASTM C 1002.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall and parapet sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Roof and Parapet Sheathing:
    - a. Nail or staple to wood framing.
    - b. Screw ceiling applications.
    - c. Screw to cold-formed metal framing.
    - d. Space panels 1/8 inch apart at edges and ends.
  - 2. Screw ceiling applications.

### 3.3 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
  - 1. Fasten gypsum sheathing to wood framing with screws.
  - 2. Fasten gypsum sheathing to cold-formed metal framing with screws.
  - 3. Install panels with a 1/4-inch gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.
- C. Installation: Install vertical edges centered over studs. Abut ends and edges with those of adjacent panels. Attach at perimeter and within field of panel to each stud.
  - 1. Space fasteners approximately 8 inches o.c. and set back a minimum of 3/8 inch from edges and ends of panels.

**END OF SECTION 06 16 00**

## SECTION 07 21 00 - THERMAL INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Glass-fiber blanket insulation.
- B. Related Requirements:
  - 1. Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" for insulation specified as part of roofing construction.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

### PART 2 - PRODUCTS

#### 2.1 GLASS-FIBER BLANKET

- A. Glass-Fiber Blanket, Unfaced: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.
- B. Miscellaneous Application Accessories:
  - 1. Crack Sealer: Closed-cell insulating foam in aerosol dispenser recommended in writing by insulation manufacturer for filling gaps in board insulation.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

### **3.2 INSTALLATION, GENERAL**

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.
- E. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.
- F. Fill all joints greater than 1/4-inch with same material.
- G. Do not compress insulation.
- H. Fit insulation tightly on cavities and tightly to exterior side of mechanical and electrical services within plane of insulation.

### **3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION**

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
  - 1. Use insulation widths and lengths that fill the cavities formed by framing members.
  - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. For wood-framed construction, install blankets according to ASTM C 1320.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
  - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft..
  - 2. Detailing Foam Insulation for Voids: Apply in accordance with manufacturer's written instructions.

**3.4 PROTECTION**

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

**END OF SECTION 07 21 00**

## SECTION 07 25 00- WEATHER BARRIERS

### 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. Building wrap.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. For building wrap, include data on air and water-vapor permeance based on testing according to referenced standards.

### PART 2 - PRODUCTS

#### 2.1 WATER-RESISTIVE BARRIER

- A. Commercial Building Wrap: ASTM E2357 passed, ABAA (Air Barrier Association of America) evaluated air barrier assembly, without integral drainage,
  - 1. Water Resistance: ASTM E331
  - 2. Air Permeance, Product: Not more than 0.001 cfm/sq. ft. at 1.57 lbf/sq. ft. x sq. m at 75 Pa) when tested in accordance with ASTM E2178.
- B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

### PART 3 - EXECUTION

#### 3.1 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover exposed exterior surface of sheathing with water-resistive barrier securely fastened to framing immediately after sheathing is installed.

- B. Cover sheathing with water-resistive barrier as follows:
  - 1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
  - 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.
  
- C. Building Wrap: Comply with manufacturer's written instructions and warranty requirements.
  - 1. Seal seams, edges, fasteners, and penetrations with tape.

**END OF SECTION**

## **SECTION 07 26 00 - VAPOR RETARDERS**

### **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. Polyethylene vapor retarders.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

### **PART 2 - PRODUCTS**

#### **2.1 POLYETHYLENE VAPOR RETARDERS**

- A. Polyethylene Vapor Retarders: ASTM D 4397, 6-mil-thick sheet, with maximum permeance rating of 0.1 perm.

#### **2.2 ACCESSORIES**

- A. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Clean substrates of substances that are harmful to vapor retarders, including removing projections capable of puncturing vapor retarders.

#### **3.2 INSTALLATION OF VAPOR RETARDERS ON FRAMING**

- A. Place vapor retarders on warm side of insulation.

- B. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives, vapor retarder fasteners, or other anchorage system as recommended by manufacturer. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- C. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs and sealing with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Locate all joints over framing members or other solid substrates.
- D. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.
- E. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

### **3.3 PROTECTION**

- A. Protect vapor retarders from damage until concealed by permanent construction.

**END OF SECTION 07 26 00**

## SECTION 07 53 23 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
  - 2. Vapor retarder.
  - 3. Roof insulation.
- B. Related Requirements:
  - 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
  - 2. Section 07 21 00 "Thermal Insulation" for insulation within roof curbs.
  - 3. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
  - 4. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
  - 5. Division 15 regarding Storm Drainage Piping Specialties for roof drains.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
  - 1. Base flashings and membrane terminations.
  - 2. Tapered insulation, including slopes.
  - 3. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install specified roofing system and system is eligible to receive the standard roofing manufacturer's warranty.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - 1. Submit evidence of complying with performance requirements.
- C. Field quality-control reports.
- D. Submit copy of manufacturer's affidavit of intent to warrant.
- E. Sample Warranties: For manufacturer's special warranties.

## 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

## 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Perform work in accordance with NRCA Roofing and Waterproofing Manual.

## 1.8 DELIVERY, STORAGE, AND HANDLING

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

## 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is below 40 degrees F.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose material vulnerable to water or sun damage in quantities greater than can be weather-proofed in one day.

## 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks and blow off to design force winds specified in this Section.
  - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, substrate board, roofing accessories, and other components of roofing system.
  - 2. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
  - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures:
  - 1. Corner Uplift Pressure: 42.3 lbf/sq. ft. for 7 foot width.
  - 2. Perimeter Uplift Pressure: 28.1 lbf/sq. ft. for 7 foot width.
  - 3. Field-of-Roof Uplift Pressure: 16.7 lbf/sq. ft..
- D. Conform to ICC and IBC as adopted by the City of Fairbanks for roof assembly fire hazards and wind uplift resistance requirements. Design for 90 mph wind, 3-second gust, exposure C.
- E. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class B; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

## 2.2 SYSTEM DESIGN

- A. Fully adhered EPDM roof membrane over rigid insulation over wood and steel decking.
  - 1. Carlisle SynTec: Sure-Seal Design A.
  - 2. Elevate: Adhered Rubberguard Roofing System.

## 2.3 EPDM ROOFING

- A. EPDM: ASTM D 4637, Type I, nonreinforced, uniform, flexible EPDM sheet.
  - 1. Thickness: 60 mils, nominal.
  - 2. Exposed Face Color: Black.
  - 3. Source Limitations: Obtain components including roof insulation fasteners for roofing system from manufacturer approved by membrane roofing manufacturer.

## 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
- B. Sheet Flashing: 60-mil-thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55- to 60-mil-thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch-wide minimum, butyl splice tape with release film.

- F. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- G. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- H. Liquid Flashing: Methyl methacrylate resin catalyzed liquid flashing compatible with asphaltic products. Malarkey EZ Seal Fibered MMA Resin or approved substitution.
- I. Liquid Flashing Fiber Reinforcement: 0.040 inch thick fleece as recommended by flashing manufacturer. Malarkey EZ Seal Fleece or approved substitution.
- J. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- K. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
- L. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
- M. Pipe Flashing: Premanufactured cured flexible round boot and collar for pipe stacks through membrane with adhesion flange; same material as roofing membrane.

## 2.5 SUBSTRATE BOARDS

- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2-inch thick.

## 2.6 VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: ASTM D 1970, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum 40-mil-total thickness; maximum permeance rating of 0.1 perm; cold applied, with slip-resisting surface. Provide primer when recommended by vapor-retarder manufacturer.

## 2.7 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Molded-Polystyrene Board Insulation: ASTM C 578, Type II, 1.35-lb/cu. minimum density.
  - 1. Thermal Resistance: R-value of 4.76 per inch at 25 Deg. F.
  - 2. Size: 48 by 96 inches for mechanically fastened insulation, 48 by 48 inches for adhered insulation.

3. Thickness:
  - a. Base Layer: 3 inches.
  - b. Upper Layer: As indicated to achieve thickness.
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to match roof slope, (1/4 inch per 12 inches minimum net positive slope).
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

## 2.8 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive, FM Global approved, formulated to attach roof insulation to substrate or to another insulation layer.
- D. Cover Board: ASTM C1289 Type II, Class 4, Grade 1, 1/2-inch-thick polyisocyanurate, with a minimum compressive strength of 80 psi.

## 2.9 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads, approximately 0.188-inch thick and acceptable to roofing system manufacturer.
  1. Size: Approximately 30 by 30 inches
  2. Color: Black

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
  1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

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

### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.4 SUBSTRATE BOARD INSTALLATION

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
  - 1. Fasten substrate board to top flanges of steel deck according to recommendations in FM Global's "RoofNav" and FM Global Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification.
  - 2. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to roofing system manufacturers' written instructions.
  - 3. Survey below deck for conduit locations. Contractor to repair damaged conduits and conductors at no additional expense to Department.

### 3.5 VAPOR-RETARDER INSTALLATION

- A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 inches and 6 inches, respectively. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.
- C. Turn vapor barrier up at perimeter and penetrations through insulation to envelope insulation. Terminate vapor retarder below cover board.

### 3.6 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install insulation under area of roofing to achieve required thickness. Install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
  - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- G. Adhered Insulation: Install each layer of insulation to substrate as follows:
  - 1. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

### **3.7 INSTALLATION OF COVER BOARDS**

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

### **3.8 ADHERED MEMBRANE ROOFING INSTALLATION**

- A. Adhere roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- C. Mechanically fasten securement membrane with screws and washers at roof perimeter and all penetrations. Fasten per manufacturer's recommendations.
- D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- E. In addition to adhering, mechanically fasten roofing securely at terminations, penetrations, and perimeters. Roll with a hand roller for full contact.
- F. Apply roofing with side laps shingled with slope of roof deck where possible. Stagger end laps 6-inches minimum.
- G. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
- H. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- I. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.
- J. Adhere protection sheet over membrane roofing at locations indicated.

### **3.9 BASE FLASHING INSTALLATION**

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Turn membrane over top of curbs. Secure flashing to exterior face of curb at 8-inches on center.
- F. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars. Set termination bars at top of flashing at a straight and level plane. Provide sealant at top of termination bars at full depth and sloped to shed water.
- G. Seal pipe and conduit penetrations with pipe flashing boots. Set neck of boot in sealant bed and clamp with stainless steel drawband. Flash to roof membrane. Provide continuous sealant at toe of flashing membrane.

### 3.10 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.
  - 1. Allow drainage between walkway pads. Fit traffic pads neatly around perimeter and penetrations.
  - 2. Hold 6-inches minimum from flashings. Let in field seams.

### 3.11 FIELD QUALITY CONTROL

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

### 3.12 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Department.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

### 3.13 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: <Insert name of Owner>.
  - 2. Address: <Insert address>.
  - 3. Building Name/Type: <Insert information>.
  - 4. Address: <Insert address>.
  - 5. Area of Work: <Insert information>.
  - 6. Acceptance Date: \_\_\_\_\_.
  - 7. Warranty Period: <Insert time>.
  - 8. Expiration Date: \_\_\_\_\_.

- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. peak gust wind speed exceeding 90 mph;
    - c. fire;
    - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. vapor condensation on bottom of roofing; and
    - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
  2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
  4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
  6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

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

1. Authorized Signature: \_\_\_\_\_.
2. Name: \_\_\_\_\_.
3. Title: \_\_\_\_\_.

**END OF SECTION 07 53 23**

## SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Formed roof-drainage sheet metal fabrications.
  - 2. Formed low-slope roof sheet metal fabrications.
  - 3. Formed metal fascia panels.
  - 4. Formed equipment support flashing.
- B. Related Requirements:
  - 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
  - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
  - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
  - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 6. Include details of termination points and assemblies.
  - 7. Include details of roof-penetration flashing.
  - 8. Include details of special conditions.
  - 9. Include details of connections to adjoining work.
  - 10. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- C. Samples for Color Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

#### 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Engage an experienced installer who has completed sheet metal flashing and trim work similar in material, design and extent to that indicated for this project and with successful in-service performance.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Do not store sheet metal flashing and trim materials in contact. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- D. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

#### 1.7 COORDINATION

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

#### 1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- D. SPRI Wind Design Standard: Manufacture and install roof edge flashings and copings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
  1. Design Pressure: As required to resist 90 MPH wind speed.

### **2.2 SHEET METALS**

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Provide as scheduled; zinc-coated (galvanized) steel sheet according to ASTM A 653/A 653M, G90 coating designation and aluminum-zinc alloy-coated steel sheet according to ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40; prepainted by coil-coating process to comply with ASTM A 755/A 755M.
  1. Surface: Smooth, flat.
  2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  3. Color: Similar to AEP Span Cool Weathered Copper.
  4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

## 2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
  - 2. Fasteners for Zinc-Coated (Galvanized) and Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Solder:
  - 1. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

## 2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

- C. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed 1/2 inch to form drip. Miter and seam corners.
- D. Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Provide 6-inch wide concealed back plates at copings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal, but not less than one gage heavier thickness of metal being secured. Fabricate to cover the bottom of exposed panels.
- G. Fabricate cleats, concealed back plates, and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than one gage heavier thickness of metal being secured.
- H. Do not use graphite pencils to mark metal surfaces.

## 2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and for fasteners on interior leg. Miter corners, fasten and seal watertight.
  - 1. Coping Profile: Fig 3-4A according to SMACNA's "Architectural Sheet Metal Manual."
  - 2. Joint Style: Butted with expansion space and 6-inch-wide, concealed backup plate.
  - 3. Fabricate from the following materials:
    - a. Aluminum-Zinc Alloy-Coated Steel: 0.024 inch thick.
- B. Roof and Roof-to-Wall Transition Expansion-Joint Cover: Fabricate from the following materials:
  - 1. Galvanized Steel: 0.024 inch thick.
- C. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: 0.024 inch thick.

## 2.6 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: 0.024 inch thick.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

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

#### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Field cutting of metal panels by torch, reciprocating saw, or abrasive type cutting wheel is not permitted.
  - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 3. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 4. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
  - 5. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection. At copings and exposed metal flashings, provide 6 inch wide concealed back plates centered on flashing joints. Hold flashings 1/8 inch apart. Set flashings in two rows of sealant, each side of joint. At concealed flashings or flashings not subject to view from the ground, provide joints lapped 6-inches with two rows of sealant in the joint.

- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
  - 1. Do not solder metallic-coated steel sheet.
  - 2. Do not use torches for soldering.
  - 3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
  - 1. Install copings in accordance with ANSI/SPRI/FM 4435/ES-1.
  - 2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated.
  - 3. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 8-inch centers.
  - 4. Anchor interior leg of coping with washers and screw fasteners at 12-inch centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with butyl sealant and clamp flashing to pipes that penetrate roof.

### 3.4 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

### 3.5 ERECTION TOLERANCES

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

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

**END OF SECTION 07 62 00**

## SECTION 07 92 00 - 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. Urethane joint sealants.
  - 2. Butyl joint sealants.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Manufacturer's Installation Instructions: Indicate special procedures, surface preparations, and perimeter conditions requiring special attention.
- B. 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.

## 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 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: Five years from date of Substantial Completion.
- B. 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.
- C. 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 indicated below:
1. Warranty Period: Two years from date of Substantial Completion for urethane sealants.

## 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: At copings, provide sealant from manufacturer's standard color line closest matching coping material. At wall termination bars, provide sealant from manufacturer's standard color line closest matching wall color.

## 2.2 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. BASF Corporation-Construction Systems; Sololastic NP1
    - b. Pecora Corporation; DynaTrol I-XL
    - c. Tremco, Inc.; Vulkem 116
  - 2. Applications: Applications as follows:
    - a. Exterior metal to concrete joints.

## 2.3 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.

## 2.4 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.

## **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.
  - 3. 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. 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.

### **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. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. 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.
- D. 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 unless otherwise indicated.

#### **3.4 CLEANING**

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

#### **3.5 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 07 92 00**

## SECTION 08 31 13 - ACCESS DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes access doors and frames for ceilings.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, fire ratings, material descriptions, dimensions of individual components and profiles, and finishes.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Access Doors and Frames: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, according to NFPA 252 or UL 10B.

#### 2.2 FIRE-RATED ACCESS DOORS AND FRAMES

- A. Fire-Rated, Flush Access Doors with Exposed Flanges:
  - 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. Babcock-Davis.
    - b. JL Industries, Inc.; a division of the Activar Construction Products Group.
    - c. Karp Associates, Inc.
    - d. Milcor; Commercial Products Group of Hart & Cooley, Inc.
  - 2. Description: Door face flush with frame, with a core of mineral-fiber insulation enclosed in sheet metal; with exposed flange, self-closing door, and concealed hinge.
  - 3. Locations: Ceiling.
  - 4. Door Size: 22 by 22 inches.

5. Fire-Resistance Rating: Not less than 1 hour.
6. Uncoated Steel Sheet for Door: Nominal 0.036 inch, 20 gage, factory primed.
7. Frame Material: Same material, thickness, and finish as door.
8. Latch and Lock: Self-latching door hardware, prepared for mortise cylinder.

### 2.3 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Sheet: Uncoated or electrolytic zinc coated, ASTM A 879/A 879M, with cold-rolled steel sheet substrate complying with ASTM A 1008/A 1008M, Commercial Steel (CS), exposed.
- C. Frame Anchors: Same material as door face.
- D. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.

### 2.4 FABRICATION

- A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.
- B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
- D. Latch and Lock Hardware:
  1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
  2. Mortise Cylinder Preparation: Where indicated, prepare door panel to accept Department's security door keyways.

### 2.5 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

- D. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 INSTALLATION**

- A. Comply with manufacturer's written instructions for installing access doors and frames.

#### **3.3 ADJUSTING**

- A. Adjust doors and hardware, after installation, for proper operation.

**END OF SECTION 08 31 13**

## SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for parapets, interior partitions and ceiling framing.

#### 1.3 DESIGN REQUIREMENTS

- A. Design in accordance with American Iron and Steel Institute Publication "Specification for the Design of Cold-Formed Steel Structural Members", except as otherwise shown or specified.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.5 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, the Steel Stud Manufacturers Association, or the Supreme Steel Framing System Association.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Notify manufacturer of damaged materials received prior to installing.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required in AISI's "Code of Standard Practice".

## PART 2 - PRODUCTS

### 2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with AISI S220 for conditions indicated.
  - 1. Steel Sheet Components: Comply with AISI S220 requirements for meta.
  - 2. Protective Coating: AISI S220, G60 for roof applications and G40 for interior applications hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: AISI S220.
  - 1. Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: 0.0359 inch.
    - b. Depth: As indicated on Drawings.

### 2.2 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide the following:
  - 1. Asphalt-Saturated Organic Felt: ASTM D 226/D 226M, Type I (No. 15 asphalt felt), nonperforated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

**3.3 INSTALLING FRAMED ASSEMBLIES**

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior concrete walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

**END OF SECTION 09 22 16**

## **SECTION 09 24 00 - CEMENT PLASTERING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Interior horizontal and nonvertical plasterwork.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials inside under cover, and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

#### **1.5 FIELD CONDITIONS**

- A. Comply with ASTM C 926 requirements.
- B. Interior Plasterwork: Ventilate building spaces as required to remove water in excess of that required for hydrating plaster in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.

### **PART 2 - PRODUCTS**

#### **2.1 METAL LATH**

- A. Expanded-Metal Lath: ASTM C 847, cold-rolled carbon-steel sheet with ASTM A 653/A 653M, G60, hot-dip galvanized-zinc coating.
  - 1. Diamond-Mesh Lath: Self-furring, 3.4 lb/sq. yd..

## 2.2 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Bonding Compound: ASTM C 932.
- C. Fasteners for Attaching Metal Lath to Substrates: ASTM C 1063.
- D. Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch diameter unless otherwise indicated.

## 2.3 PLASTER MATERIALS

- A. Masonry Cement: ASTM C 91, Type N.
  - 1. Color for Finish Coats: Gray.
- B. Sand Aggregate: ASTM C 897.

## 2.4 PLASTER MIXES

- A. General: Comply with ASTM C 926 for applications indicated.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
  - 1. Masonry Cement Mixes:
    - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
    - b. Brown Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- C. Job-Mixed Finish-Coat Mix: Comply with requirements in ASTM C926.
  - 1. Portland Cement Mix: For cementitious material, mix 1 part portland cement and 1-1/2 to 2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for 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. Expose existing lath by chipping plaster around perimeter of patch area.
- B. Tie lath to existing lath with wire. Turn ends of wire up away from finish surfaces.
- C. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- D. Prepare smooth, solid substrates for plaster according to ASTM C 926.

### **3.3 INSTALLING METAL LATH**

- A. Metal Lath: Install according to ASTM C 1063.
  - 1. Flat-Ceiling and Horizontal Framing: Install diamond-mesh lath.

### **3.4 PLASTER APPLICATION**

- A. General: Comply with ASTM C 926.
  - 1. Provide patches smooth two adjacent surfaces.
  - 2. Provide plaster surfaces that are ready to receive field-applied finishes to match adjacent.
- B. Bonding Compound: Apply on adjacent plaster surfaces for direct application of plaster.
- C. Ceilings; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork and having thickness to match adjacent construction.
- D. Plaster Finish Coats: Apply to provide finish to match existing.

### **3.5 PLASTER REPAIRS**

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

### **3.6 CLEANING AND PROTECTION**

- A. Remove temporary protection and enclosure of other work after plastering is complete. Promptly remove plaster from other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

**END OF SECTION 09 24 00**

## SECTION 09 29 00 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.
- B. Related Requirements:
  - 1. Section 06 16 00 "Sheathing" for gypsum sheathing for exterior walls.
  - 2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.4 DELIVERY, STORAGE AND HANDLING

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

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
  - 1. Fire-Resistance-Rated Assemblies: Indicated by design designations from UL's "Fire Resistance Directory." or GA-600, "Fire Resistance Design Manual."

### 2.2 GYPSUM BOARD, GENERAL

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

### 2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C 1396/C 1396M.
  - 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. CertainTeed Corporation.
    - b. Georgia-Pacific Building Products.
    - c. National Gypsum Company.
    - d. United States Gypsum
  - 2. Thickness: 5/8 inch.
  - 3. Long Edges: Tapered.

### 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
  - 2. Shapes:
    - a. Cornerbead.

### 2.5 ASTM B 221 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.

- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
  - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Cover exposed faces of support framing with gypsum.
  - 1. Fit gypsum panels around ducts, pipes, and conduits.

- F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  - 2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.

### 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in Section 09 90 00 "Painting."

### 3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

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

**END OF SECTION 09 29 00**

## SECTION 09 90 00 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of exposed interior items and surfaces specifically noted on Drawings.
  - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

#### 1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
  - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. VOC content.

#### 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

- B. Source Limitations: Obtain primers 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.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## 1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. 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:
  - 1. PPG Industries, Inc. (Pittsburgh Paints).
  - 2. Rhodda Paint Co.
  - 3. Sherwin-Williams Co. (Sherwin-Williams).
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated.

### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be 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 Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 1. Flat Paints and Coatings: 50 g/L.
  - 2. Nonflat Paints and Coatings: 150 g/L.
  - 3. Primers, Sealers, and Undercoaters: 200 g/L.
- D. Colors: Match existing whites and off-whites.

### 2.3 INTERIOR PRIMERS

- A. Interior Cement Plaster Primer: Factory-formulated alkali-resistant acrylic-latex interior primer for interior application.
  - 1. Pittsburgh Paints; 4-603 Perma-Crete Interior/Exterior Alkali Resistant Primer: Applied at a dry film thickness of not less than 1.2 mils.
  - 2. Rodda; 501601 First Coat 100% Acrylic Int./Ext. Primer: Applied at a dry film thickness of not less than 1.5 mils.
  - 3. Sherwin-Williams; Loxon Concrete & Masonry Primer A24W8300: Applied at a dry film thickness of not less than 3.0 mils.
- B. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.
  - 1. Pittsburgh Paints; 6-2 SpeedHide Interior Quick-Drying Latex Sealer: Applied at a dry film thickness of not less than 1.0 mil.
  - 2. Rodda; 50701 Roseal Gypsum Primer: Applied at a dry film thickness of not less than 1.5 mils (0.038 mm).
  - 3. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Primer B28W02600 Series: Applied at a dry film thickness of not less than 1.0 mils (0.025 mm).

### 2.4 INTERIOR FINISH COATS

- A. Interior Flat Latex-Emulsion Size: Factory-formulated flat latex-based interior paint.
  - 1. Pittsburgh Paints; 6-70 Line SpeedHide Interior Wall Flat-Latex Paint: Applied at a dry film thickness of not less than 1.0 mil.
  - 2. Rodda; 513101 Master Painter Int. Latex Flat Wall Paint: Applied at a dry film thickness of not less than 1.5 mils.
  - 3. Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series: Applied at a dry film thickness of not less than 1.4 mils.

- B. Interior Semigloss Acrylic Enamel: Factory-formulated semigloss acrylic-latex enamel for interior application.
  - 1. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Latex: Applied at a dry film thickness of not less than 1.0 mil.
  - 2. Rodda; 543101 Master Painter Int. Latex Semi-Gloss Enamel: Applied at a dry film thickness of not less than 1.5 mils.
  - 3. Sherwin-Williams; ProMar 200 Latex Semi-Gloss, B31 Series: B31W200 Series: Applied at a dry film thickness of not less than 1.3 mils.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Gypsum Board: 12 percent.
  - 2. Portland Cement Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### **3.2 PREPARATION**

- A. General: Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and reprime.
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 3. Paint front of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to exposed piping specifically noted.
- E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 CLEANING AND PROTECTION

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

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 INTERIOR PAINT SCHEDULE

- A. Cement Plaster: Provide the following paint systems over interior cement plaster substrates:
  - 1. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.
    - a. Primer: Interior concrete and masonry primer.
    - b. Finish Coats: Interior semigloss acrylic enamel.
- B. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
  - 1. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.
    - a. Primer: Interior gypsum board primer.
    - b. Finish Coats: Interior semigloss acrylic enamel.
- C. Ferrous Metal: Provide the following finish systems over ferrous metal:
  - 1. Acrylic Enamel Finish: Two finish coats over a primer.
    - a. Primer: Factory.
    - b. Finish Coats: Interior acrylic enamel. Match existing color and gloss.
- D. All-Service Jacket over Insulation: Provide the following finish system on cotton or canvas insulation covering:
  - 1. Flat Acrylic Finish: Two finish coats. Add fungicidal agent to render fabric mildew proof.
    - a. Finish Coats: Interior flat latex-emulsion size.

**END OF SECTION 09 90 00**

## SECTION 32 31 13.53 - HIGH-SECURITY CHAIN LINK FENCES AND GATES

### 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. High-security chain-link fences.
- B. Related Requirements:
  - 1. Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" for roofing underlayment.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Fence posts, rails, and fittings.
    - b. Accessories: Barbed tape.
- B. Shop Drawings: For each type of fence and gate assembly.
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Include accessories, hardware, gate operation, and operational clearances.

#### 1.4 FIELD CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## 1.5 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of high-security chain-link fences and gates that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Failure to comply with performance requirements.
    - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 FITTINGS

- A. Provide fittings according to ASTM F 626.
- B. Barbed Wire Arms: Pressed steel or cast iron, with clips, slots, or other means for attaching strands of barbed wire, and flat plate means for attaching to parapets.
  - 1. Single-Arm Type: Type I, slanted arm.
  - 2. Double-Arm Type: Type III, V-shaped arm.
  - 3. Use lag screws for connection to parapets.

### 2.2 BARBED TAPE

- A. Wire-Reinforced Tape: ASTM F 1910; continuous coil with four-point, needle-sharp barbs permanently cold clenched around a core wire.
  - 1. Core Wire: High-tensile-strength, stainless steel.
  - 2. Configuration: Single coil.
  - 3. Style: Concertina pattern.
  - 4. Coil Diameter(s): 24-inch.
  - 5. Coil Loop Spacing(s): 12 inches.
  - 6. Barb Length Classification: 2.5 inch tip-to-tip of barb.
  - 7. Barb Spacing: 4 inches o.c.
  - 8. Barb Set: Straight barbed.
- B. Clips: Stainless steel, 0.065 inch thick by 0.375 inch wide; capable of withstanding a minimum 150-lbf pull load to limit extension of coil, resulting in a concertina pattern when deployed.
- C. Tie Wires: Stainless steel, 0.065 inch in diameter.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine areas and conditions, with Installer present, for compliance with requirements for conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 CHAIN-LINK FENCE INSTALLATION**

- A. Barbed Wire Arms: Anchor to top of parapet. Angle single arms away from approach side of fence. Provide pad of roofing underlayment material between arm and metal coping.
- B. Barbed Tape: Install according to ASTM F 1911. Install barbed tape uniformly in configurations indicated and fasten securely to prevent movement or displacement.

**END OF SECTION 32 31 13.53**