



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

Invitation to Bid

No. 230000534-9

Date of Issue: **April 20, 2026**

Project:

STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska

Bidders Are Not Required to Return This Form.

Michael Lim
Procurement Officer
Department of Corrections

John Gard
Facilities Manager / Project Manager
Department of Corrections

TABLE OF CONTENTS

Division 00 – Bidding and Contract Requirements

00020	Invitation To Bid/Notice to Bidders, 25D-7 (7/18)
00100	Information to Bidders, 25D-3S (3/19)
00120	Required Documents, 25D-4S (3/25)
00310	Bid Form, 25D-9 (7/03)
00312	Bid Schedule (00312)
00320	Alaska Bidder Preference Certification, 25D-19 (7/18)
00321	Alaska Product Preference Worksheet, 25D-20 (12/19)
00322	Alaska Veteran Preference Certification, 25D-17 (7/18)
00323	Alaska Military Skills Preference Certification, 25D-21 (3/25)
00410	Bid Bond, 25D-14 (8/01)
00420	Bid Modification, 25D-16 (7/18)
00430	Subcontractor List, 25D-5 (5/17)
00510	Construction Contract, 25D-10A (8/01)
00610	Performance Bond, 25D-13 (8/01)
00620	Payment Bond, 25D-12 (8/01)
00670	Contractor's Questionnaire, 25D-8 (8/01)
00700	General Conditions (12/11)
00800	Supplementary Conditions
00830	Laborers' and Mechanics' Minimum Rates of Pay State wage rates can be obtained at http://labor.alaska.gov/lss/pamp600.htm . Use the State rates that are in effect 10 days before Proposal Due Date. The Department will include a paper of the State wage rates in the signed Contract.

Division 01 – Administrative Requirements

01000	General Requirements
01540	Security
01560	Cleaning

Division 23 – Heating, Ventilating, and Air-Conditioning (HVAC)

23 05 29	Hangers and Support for HVAC Piping and Equipment
23 05 48	Vibration and Seismic Controls for HVAC
23 05 53	Identification for HVAC Piping and Equipment
23 07 19	HVAC Piping Insulation
23 11 13	Facility Fuel-Oil Piping
23 51 00	Breeching, Chimneys and Stacks

Division 26 – Electrical

26 05 05	Selective Demolition for Electrical
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 29	Hangers and Supports for Electrical Systems
26 05 33.13	Conduit for Electrical Systems
26 05 33.16	Boxes for Electrical Systems
26 05 48	Vibration and Seismic Controls for Electrical Systems
26 05 53	Identification for Electrical Systems
26 24 16	Panelboards
26 32 13	Engine Generators

Miscellaneous

Security Clearance / PREA Form (**Required for Pre-Bid Site Visit**)
Substitute Request Form

Project Drawings

(Bound Separately)

IMPORTANT NOTICE: All contractors will need to contact Michael Lim, michael.lim@alaska.gov, to request project drawings. Drawings will not be posted online or provided to any plans room.

END TABLE OF CONTENTS



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

INVITATION TO BID

for Construction Contract

Date April 20, 2026

STWD Backup Power – YKCC Generator Project Number: 230000534-9

The Department invites bidders to submit bids for furnishing all labor, equipment, materials, shipping, delivery and performing all work for the project described below. **Bids will be opened publicly at 2:00 PM local time, in the Douglas Island Building, Suite 220, 802 3rd Street, Douglas Alaska, on May 29, 2026.**

Location of Project: Yukon Kuskokwim Correctional Center, 1000 Chief Eddie Hoffman Highway, Bethel, Alaska 99559
Contracting Officer: Michael Lim
Alaska Department of Corrections
802 3rd Street, Suite 220
Issuing Office: Douglas, Alaska 99824

State Funded Federal Aid

Description of Work:

The State of Alaska, Department of Corrections, is requesting quotations from qualified contractors to decommission an existing generator, and supply and install a new generator located at the Yukon Kuskokwim Correctional Center (YKCC) located in Bethel, Alaska.

Note: This project is in an active correctional facility 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

Project Cost Estimate: \$450,000.00 - \$550,000.00

All work shall be completed in N/A Calendar Days, or by **November 27, 2027**
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: STWD Backup Power – YKCC Generator Yukon Kuskokwim Correctional Center Bethel, Alaska 99559 Project No. 230000534-9	ATTN: Michael Lim State of Alaska Department of Corrections 802 3 rd Street, Suite 220 Douglas, Alaska 99824 OR Submit a bid via email to: 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, 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.

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 Officer

Phone: (907) 465-6014, Email: michael.lim@alaska.gov

QUESTIONS:

Questions pertaining to the project requirement and specifications should be in writing and received by the procurement officer no later than close of business **May 22, 2026**, to allow adequate time for the issuance of an addendum, if needed.

OTHER INFORMATION:

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

Pre-Bid Inspection of Site Meeting: A Pre-Bid Site Visit is scheduled for **May 8, 2026 at 12:00 PM** local time (HIGHLY RECOMMENDED). Interested vendors must contact: Project Manager: John Gard, (907) 269-7391, to request and register for the inspection and submit the "Clearance Form and PREA Form" for security sergeant to run a background check to allow access to the facility. A form must be filled out for everyone attending the site visit. Forms must be submitted 72 hours in advance. Clearance and PREA forms are in this bid packet. Email your forms to john.gard@alaska.gov. Vendors are to meet the Project Manager in the Administrative Lobby of the facilities access to the correctional facility and surrounding area must be controlled.

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

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

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 non-compliant 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

STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska
Project 230000534-9

REQUIRED FOR BID. Bids will not be considered responsive if the following documents are not completely 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 Certification (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.

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)** (If applicable. Sub-contractors utilized in this project must have valid/current Alaska Business license and contractor's certificate of registration at the time of bid opening)

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

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



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID FORM

for

STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska
Project 230000534-9

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 **April 20, 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 **Bethel, 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 **November 27, 2027**.

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: STWD Backup Power – YKCC Generator
 Project 230000534-9



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID SCHEDULE

ITB Dated: April 20, 2026

Project: STWD Backup Power – YKCC Generator
Location: Yukon Kuskokwim Correctional Center (YKCC)
1000 Chief Eddie Hoffman Highway, Bethel, AK 99559
DOC Project No.: 230000534-9

Company Name: _____

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

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

Conditioned or qualified bids will be considered non-responsive.

NOTICE: In order to establish a clear and definitive basis of award, the State has established a budgeted project amount from which the order of bidders will be determined. The amount will be announced just prior to opening bids. The low bid will be determined by considering the total bid as adjusted for Alaska Bidders Preference (col. b), Alaska Veteran's Preference (col. c), Alaska Products Preference (col. d), and Alaska Military Skills Preference (col. e) 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-e)
<p>Basic Bid: All work required as described in Section 01000, 1.03A and the Contract Documents. <u>Total amount for Basic Bid will be used in determining the low bidder.</u></p> <p>Contractor must show and submit breakdown of the total bid amount.</p>						
<p>Added Alternate 1: All work required as described in Section 01000, 1.03B and the Contract Documents.</p> <p>Contractor must show and submit breakdown of the total bid amount.</p>						
<p>TOTAL PROJECT BID AMOUNT:</p> <p>Basic Bid plus Added Alternate 1.</p> <p>Low bidder will be determined by the total of the Basic Bid only.</p>						

Contractor shall hold the Basic Bid and Added Alternate prices for 90 days. Bidder must supply a dollar amount for each line item on the bid schedule. Failure to supply an amount for each line item will result in the bid to be considered non-responsive and rejected.

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: STWD Backup Power – YKCC Generator, Project 230000534-9

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

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 STWD Backup Power – YKCC Generator, Project 230000534-9,

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 STWD Backup Power – YKCC Generator, Project 230000534-9,

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
STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska
Project 230000534-9

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

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

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

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

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

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

PRINCIPAL

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

See Instructions on Reverse

Corporate
Seal

CORPORATE SURETY(IES)

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

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

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

Re: Project 230000534-9, STWD Backup Power – YKCC Generator

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 230000534-9, STWD Backup Power – YKCC Generator



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

CONSTRUCTION CONTRACT

STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska
Project 230000534-9

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

Company Name

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

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

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

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **November 6, 2027, for Substantial Completion Date and November 27, 2027, 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 230000534-9, STWD Backup Power – YKCC Generator



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

PERFORMANCE BOND

Bond No. _____

For

STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska
Project 230000534-9

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

STWD Backup Power – YKCC Generator
Yukon Kuskokwim Correctional Center (YKCC)
Bethel, Alaska
Project 230000534-9

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:

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

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

Name of Contractor Business

Name and Title of Person Signing (authorized)

Signature

Date

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

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

- 4.1 Availability of Lands
- 4.2 Visit to Site/Place of Business
- 4.3 Explorations and Reports
- 4.4 Utilities
- 4.5 Damaged Utilities
- 4.6 Utilities Not Shown or Indicated
- 4.7 Survey Control

ARTICLE 5 - BONDS AND INSURANCE

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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

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

ARTICLE 7 - LAWS AND REGULATIONS

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

ARTICLE 8 – OTHER WORK

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

ARTICLE 9 – CHANGES

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

ARTICLE 10 - CONTRACT PRICE; COMPUTATIONS AND CHANGE

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

- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices

ARTICLE 11 - CONTRACT TIME, COMPUTATION AND CHANGE

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

ARTICLE 12 - QUALITY ASSURANCE

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

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

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

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

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

ARTICLE 15 - CLAIMS AND DISPUTES

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

ACKNOWLEDGMENT

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

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

ARTICLE 1 -DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Bid Bond - A type of Proposal Guaranty.

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT - The Alaska Department of 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.

INDEX TO GENERAL CONDITIONS

A

Article or Paragraph Number

Acceptance of Insurance..... 5.4

Access to the Work.....8.2; 13.11; 12.2

Actual Damages 11.8

Addenda-definition of..... Article 1

Advertisement - definition of..... Article 1

Alaska Agricultural/Wood Products7.12.3

Alaska Bidder- definition of7.12.1

Alaska Preferences7.12

Alaska Products7.12.2

Application for Payment-definition of.....Article 1

Application for Payment, Final..... 13.13

Application for Progress Payment13.3

Application for Progress Payment-review of..... 13.4

Approved or Approval definition of..... Article 1

Authorized Minor Variations of Work..... 9.3.2

Availability of Lands4.1

Award-definedArticle 1

B

Before Starting Construction11.2

Bid Bonds-definition ofArticle 1

Bidder-definition ofArticle 1

Bonds and insurances-in generalArticle 5

Bonds, Delivery of.....5.1

Bonds, Performance and Other5.2

Builder's Risk Insurance ("ALL RISK").....5.4.2.d

C

Cash Allowances	10.8
Change Order-definition of.....	Article 1
Change Orders-to be executed	9.4
Changes in the Work	9.1
Claims, Waiver of Final Payment.....	13.17
Clarifications and Interpretations.....	2.2.1.d; 3.6
Cleaning.....	6.5
Completion, Final	13.14
Completion, Substantial.....	13.10
Conferences, Preconstruction – definition of.....	Article 1
Conflict, Error, Discrepancy-CONTRACTOR to Report	3.5
Construction Machinery, Equipment, etc.	6.4
Consultant-definition of.....	Article 1
Continuing the Work	6.23
Contract-definition of	Article 1
Contract Documents-amending and Supplementing	9.1; 9.4; 9.6
Contract Documents- definition of	Article 1
Contract Documents-Intent.....	3.4
Contract Documents-Reuse of	3.7
Contract Price, Change of.....	9.4; 9.7; 10.1
Contract Price-definition of	Article 1
Contracting Officer's Authorities and Limitations	2.1
Contracting Officer- definition of.....	Article 1
Contracting Officer's Evaluations	2.2
Contract Time, Change of.....	9.4; 9.6; 11.4
Contract Time, Commencement of.....	11.1

Contract Time-definition of	Article 1
CONTRACTOR-definition of	Article 1
CONTRACTOR May Stop Work or Terminate	3.5.1; 4.6; 14.4.1
CONTRACTOR'S Continuing Obligation.....	13.16
CONTRACTOR'S Duty to Report Discrepancy in Documents.....	3.5
CONTRACTOR'S Fee-Cost Plus	10.3.3
CONTRACTOR'S Liability Insurance	5.4.2
CONTRACTOR'S Records	6.26
CONTRACTOR'S Responsibilities-in general	Article 6
CONTRACTOR'S Warranty to Title.....	13.6
Contractors-other	8.1; 8.2
Contractual Liability Insurance.....	5.4.2.b
Coordination	6.13.5; 8.4
Copies of Contract Documents	3.2
Correction or Removal of Defective Work.....	12.6
Correction Period, One Year	12.7
Correction, Removal or Acceptance of Defective Work-in general	12.6; 12.8
Cost and Pricing Data	10.3.4
Cost-net decrease	10.6.2.d; 10.6.2.e
Cost of Work	10.4
Costs, Supplemental	10.4.5

D

Day, Calendar-definition of	Article 1
Defective-definition of.....	Article 1
Defective Work, Acceptance of.....	12.8
Defective Work, Correction or Removal of.....	12.6; 12.9
Defective Work-in general.....	12.6; 12.8

Defective Work, Rejecting	12.4.2; 12.5
Definitions	Article 1
Delivery of Bonds.....	5.1
DEPARTMENT-definition of	Article 1
DEPARTMENT May Correct Defective Work	12.9
DEPARTMENT May Stop Work.....	12.5
DEPARTMENT May Suspend Work.....	14.1
DEPARTMENT'S Liability Insurance.....	5.4.2.d
DEPARTMENT'S Responsibilities-in general	2.1
DEPARTMENT'S Separate Representative at site	2.1.1; 2.1.3
Determination for Unit Prices	10.10
Differing Site Conditions	9.9
Directive-definition of	Article 1
Directive-to be executed	9.3
Directive-required performance	9.3.5
Disputes, Decisions by Contracting Officer	2.2.1; 15.4
Documents, Copies of Contract	3.2
Documents, Record.....	6.16
Documents, Reuse	3.7
Drawings-definition of.....	Article 1

E

Easements	4.1
Emergencies.....	6.19
Equipment, Labor, Materials and.....	6.3; 6.4; 6.5
Equivalent Materials and Equipment.....	6.9
Explorations of physical conditions	4.3
Explosives.....	6.25

F

Fee, CONTRACTOR'S-Costs Plus.....	10.3.3
Final Acceptance	13.15
Final Acceptance- definition of	Article 1
Final Completion and Application for Payment	13.13
Final Completion- definition of	Article 1
Final Inspection	13.12
Final Payment	13.14
Final Payment, Processing of.....	13.14

G

General Requirements-definition of.....	Article 1
Giving Notice	3.5.1; 4.4.4; 4.6; 5.4.2; 6.17.3; 6.19; 6.20.4; 7.4; 7.11; 8.1.4; 8.3; 9.3.6; 9.8; 9.9; 10.10; 11.1; 11.2; 11.5; 12.1; 12.3.1; 12.3.4; 12.9; 13.10; 13.12; 14.1.1; 14.2.1 thru 14.2.4; 14.4.1; 14.4.3; 15.1
Guarantee of Work-by CONTRACTOR	12.1

I

Indemnification.....	7.1; 7.3; 5.5
Inspection, Final	13.12
Inspection, Tests and	12.3
Install-definition of	Article 1
Insurance, Bonds and- in general.....	Article 5
Insurance, Certification of	5.4.2
Insurance, Completed Operations	5.4.2.b
Insurance, CONTRACTOR'S Liability	5.4.2.b
Insurance, Contractual Liability.....	5.4.2.b

Insurance, Owner's Liability	5.4.1
Insurance, Property Damage.....	5.4.2.b
Insurance, Waiver of Subrogation Rights	5.4.2.a.1, 5.4.3
Intent of Contract Documents	3.4
Interpretations and Clarifications.....	2.2.1.3; 3.6
Investigations of physical conditions	4.3
Invitation for Bids- definition of.....	Article 1

L

Labor, Materials and Equipment.....	6.3; 6.4; 6.5
Laws and Regulations- general.....	Article 7
Liability Insurance- CONTRACTOR'S.....	5.4.1
Liability Insurance-Owner's.....	5.4.1
Liens, Resulting Judgements	14.2.1.g
Liquidated Damages	11.8

M

Materials and equipment- furnished by CONTRACTOR.....	6.4
Materials and equipment- incorporated in Work	6.5
Materials or equipment- equivalent	6.9
Multi-prime contracts	8.1

N

Notice, Giving of (See Giving Notice)	
Notice of Final Acceptance.....,	13.15
Notice of Intent to Award-definition of.....	Article 1
Notice to Proceed-definition of.....	Article 1
Notice to Proceed-giving of.....	11.1; 11.2; 11.3

O

"Or-Equal" Item.....	6.9
Other contractors	Article 8
Other work.....	8.1.1
Overtime Work-authorization of.....	7.14; 10.4.1
Owner-definition of (See DEPARTMENT)	Article 1

P

Partial Utilization.....	13.10
Partial Utilization (See Substantial Completion)- definition of	Article 1
Partial Utilization- Property Indurance	13.10
Patent Fees and Royalties	7.3
Payment, Recommendation of.....	13.4
Payments to CONTRACTOR-in general.....	Article 13
Payments of CONTRACTOR- withholding	13.7
Performance and other Bonds	5.2
Permits	7.2
Physical Conditions-in general	Article 4
Physical Conditions- Contracting officer's review.....	9.9
Physical Conditions- existing structures	4.3
Physical Conditions- explorations and reports.....	4.3
Physical Conditions-possible document change	9.9
Physical Conditions-price and time adjustments	9.9
Physical Conditions-report of differing	4.6; 9.9
Physical Conditions- Underground Utilities	4.4
Preconstruction Conference-definition of	Article 1
Premises, Use of	6.14
Price, Change of Contract.....	10.1
Price, Contract-definition of	Article 1

Progress Payment, Application for	13.3
Progress Payment-retainage.....	13.8
Progress schedule	6.6; 6.7; 6.8
Project-definition of.....	Article 1
Project Manager-definition of.....	Article 1
Project Representation- provision for	2.1.1
Project, Starting the	11.2
Property Insurance	5.4.3
Property Insurance- Partial Utilization	13.10
Protection, Safety and	6.17

R

Recommendation of Progress Payment	13.4
Record Documents.....	6.16
Reference Points	4.7
Regulations, Laws and.....	Article 7
Rejecting Defective Work	12.4.2; 12.5
Related Work at Site.....	3.4.1
Removal or Correction of Defective Work.....	12.6; 12.9
Responsibilities, CONTRACTOR'S-in general	Article 6
Retainage	13.8
Reuse of Documents	3.7
Review of Shop Drawings and Samples	;.....6.21
Right of Ways.....	4.1
Royalties, Patent Fees and	7.3

S

Safety and Protection	6.17
Samples.....	6.20; 6.21

Schedule of Progress.....	6.6; 6.7; 6.8
Schedule of Shop Drawing submissions	6.6; 6.7; 6.8; 6.20.1
Schedule of Values- definition	Article!
Schedule of Values	6.6; 6.7; 6.8
Schedules, Finalizing	6.7
Shop Drawings and Samples	6.20; 6.21
Shop Drawings-definition of	Article 1
Shop Drawings, use to approve substitutions	6.9.4; 6.20.4
Site, Visits to-by Contracting Officer	2.4
Specifications-definition of.....	Article 1
Starting Construction, Before	6.6.1
Starting the Project	11.2
Stopping Work-by CONTRACTOR.....	3.5.1; 4.6; 14.4.2
Stopping Work-by Owner.....	12.5; 14.1
Subcontractor-definition of.....	Article 1
Subcontractors-in general	6.13
Subcontracts-required provisions.....	6.13.1; 6.13.3
Substantial Completion- certification of.....	13.10
Substantial Completion- definition of.....	Article 1
Substitute or "Or-Equal" Items	6.9
Subsurface Conditions	Article 4, 9.9
Supplemental Agreement-definition of.....	Article 1
Supplemental Agreement- general use	9.6
Supplemental costs	10.4.5
Supplementary Conditions- definition of.....	Article 1
Supplementary Conditions- principal references to	3.5; 4.3; 5.4; 11.8
Supplier-definition of.....	Article 1
Supplier-principal references	2.1.3; 3.7; 6.9; 6.12; 6.13.2; 6.20; 6.21

Surety-consent to payment..... 13.14.2

Surety-Consultant has no duty to.....2.1.3

Surety-notice to..... 9.8; 14.2

Surety-qualification of5.2; 5.3

Surety Replacement5.3

Suspending Work, by Owner..... 14.1

Suspension of Work and Termination-in generalArticle 14

Superintendent-CONTRACTOR's..... 6.2

Supervision and Superintendence.....6.1; 6.2

T

Taxes-Payment by CONTRACTOR..... 7.2

Termination-by Owner 14.4.1

Termination, Suspension of Work and-in generalArticle 14

Tests and Inspections 12.3

Time, Change of Contract..... 9.4; 11.4

Time, Computations of 11.3

Time, Contract-definition ofArticle 1

U

Uncovering Work 12.4

Underground Utilities- general4.4

Underground Utilities-not shown or indicated..... 4.6

Underground Utilities- protection of..... 4.4.2.d

Underground Utilities- shown or indicated.....4.4.1

Unit Price Work-definition of.....Article 1

Unit Price Work-general..... 10.9

Unit Prices 10.9.1

Unit Prices, Determination for.....	10.10
Use of Premises	6.14
Utility Owner's Notification.....	4.4.2.c; 4.4.3; 4.4.4; 4.5; 4.6
Utility, Damaged.....	4.5

V

Values, Schedule of	6.6; 6.7; 6.8
Variations in Work- Authorized	9.2
Visits to Site-by Contracting Officer	2.4

W

Waiver of Claims-on Final Payment.....	13.17
Waiver of Rights by insured parties.....	13.18
Warranty and Guarantee-by CONTRACTOR	12.1
Warranty of Title, CONTRACTOR'S.....	13.6
Work, Access to.....	8.2; 13.11; 12.2
Work-by others-general	Article 8
Work Continuing During Disputes	6.23
Work, Cost of	10.4
Work-definition of	Article 1
Work, Neglected by CONTRACTOR	14.2.1.c
Work, Stopping by CONTRACTOR	3.5.1; 4.6
Work, Stopping by Owner	12.5; 14.1

**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 scheduled for May 8, 2026, at 12:00 PM local time. Interested parties must contact: Project Manager – John Gard, 907-269-7391, john.gard@alaska.gov
- 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:

- A. 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:

- A. 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
- A. 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 John Gard, 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

Phone: 907-269-4909

Fax: 907-269-4915

Juneau: Juneau.lss-wh@alaska.gov

Phone: 907-465-4842

Fax: 907-465-3584

Fairbanks: Fairbanks.lss-wh@alaska.gov

Phone: 907-451-2886

Fax: 907-451-2885

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

SECTION 01000
GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- 1.02 Related Documents
- 1.03 Work Covered by Contract Documents
- 1.04 Contract Method
- 1.05 Building Permits and Inspections
- 1.06 Substantial/Final Completion
- 1.07 Contractor Use of 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

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

1.03 WORK COVERED BY CONTRACT DOCUMENTS

This project will include all labor, equipment, materials, shipping, delivery and any applicable travel to Bethel, Alaska to decommission an existing generator, and supply and install a new generator located at the Yukon Kuskokwim Correctional Center (YKCC). Contractor is to refer to the Scope of Work as described below. Work is located at Yukon Kuskokwim Correctional Center (YKCC), 1000 Chief Eddie Hoffman Highway, Bethel, Alaska, 99559.

SCOPE OF WORK

Major Deliverables

- Decommission and removed the existing 175KW Standby Generator.
- Supply and install a new replacement standby generator in place of the decommissioned generator. The generator shall match or exceed the performance specification and configuration of the Caterpillar D175 diesel generator set as the basis of design.
- Extend existing fuel piping as necessary from nearby diesel day tank to the new generator, including all necessary fittings, valves, supports, insulation (as required for Alaskan climate), testing for leaks, and compliance with fuel system codes.
- Existing electrical feeders will be replaced from the new standby generator to the 800A automatic transfer switch. Note that the existing generator currently feeds two automatic transfer switches, an 800A ATS that supports the full facility and a 100A ATS that feeds an abandoned fire pump. The facility fire pump is no longer required or in service. The associated fire pump feeder conductors, conduit and disconnect will be demolished as part of the scope.
- Install the new generator set, and all associated systems in accordance with manufacturer recommendations, local building codes, NEC, NFPA standards, and facility security requirements.
- Perform full functional performance testing and commissioning of the new generator set and associated fuel system, including (but not limited to) no-load and load testing, automatic start/stop verification, transfer switch integration (if applicable), alarm/shutdown checks, fuel system integrity, and endurance runs as required to demonstrate reliable operation.
- Provide startup, training for facility personnel on operation and basic maintenance, and all required documentation (O&M manuals, as-built drawings, test reports) prior to project completion and acceptance.
- Coordinate with facility staff for minimal disruption to operations, including scheduling of outages or testing.
- All work to be done in accordance with engineer drawings and specifications.

Added Alternate 1

If this alternate is awarded, the Contractor shall perform the following additional work (in coordination with the Base Bid activities):

- The existing facility Main Disconnect Panel “MDP” is past its’s useful life and will need to be replaced.
- Install a new MDP within the same room across from the existing. The contractor is to provide temporary power to the new MDP to allow for phased cutover of

existing feeders to the new MDP. Provide all new conduit, conductors, terminations, grounding and any required additional panels and hardware to ensure safe code compliant connections. Verify all terminations and test for proper operation.

- Outages to the facility will need to be minimized and the contractor shall phase the Additive Alternate 1 work with the base bid scope to allow for use of the existing generator for temporary power.
- Re-install the MDP securely on the new housekeeping pad, reconnect all existing conductors, verify terminations, test for proper operation, and confirm no damage or faults were introduced during relocation.
- All work to be done in accordance with engineer drawings and specifications.

Compliance and Safety

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

Authorization

No deviation from this scope of work is permitted without prior written approval from the Facility Manager. All scope changes must be documented and authorized in accordance with DOC procedures.

1.04 CONTRACT METHOD

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

1.05 BUILDING PERMITS AND INSPECTIONS

- A. Contractor is responsible for all fees and permits to include inspections through the proper state and local governing authorities.

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 **November 6, 2027**, 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 **November 27, 2027**.

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 John Gard, 907-269-7391.
 - 2. YKCC Administrative Officer is Nicole Brink, 907-543-8498.

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 – See Scope of Work for Alternates.

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. A pre-bid site visit is scheduled for **May 8, 2026, at 12:00 PM** (local time). The pre-bid site visit for this project is highly recommended.

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

SECTION 01540 SECURITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This document outlines security provisions that the CONTRACTOR working at the Yukon Kuskokwim Correctional Center (YKCC) will be required to follow. The facility is an unoccupied correctional institution. As the performance of the Work could impact the operation of the institution, the Department of Corrections (DOC) is concerned that the CONTRACTOR understands and comply with its security requirements. The intent of this Section is to prevent: any escape, sabotage, or assault attempt; any disturbance, or; the importation of contraband.

1.02 REQUIREMENTS INCLUDED

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

1.03 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SECURITY CHECK

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

- B. The CONTRACTOR will submit a list of personnel and a completed "Request for Clearance" form for each individual to the YKCC 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. YKCC reserves the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.

3.02 PROJECT COORDINATOR

- A. DOC will designate an On-Site Project Coordinator to be the liaison between the CONTRACTOR and YKCC.
- B. In the event of an emergency affecting the secure operation of YKCC, the Project Coordinator is authorized to direct the CONTRACTOR to take appropriate action. The directions of the Project Coordinator will be followed immediately.
- C. The Project Coordinator 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 in order to prevent importation of contraband and escape of inmates.
- B. Construction crews will report 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 for lunch, they must 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 YKCC 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 YKCC 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.

3.07 CELL PHONES / CAMERAS

- A. No Cell phones allowed inside of security perimeter. No cameras or pictures are allowed. Pictures, if necessary, will be permitted of work area only, but only under supervision of project manager or facility security sergeant.

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

1.01 DESCRIPTION

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

1.02 DISPOSAL REQUIREMENTS

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

PART 2 – PRODUCTS

2.01 MATERIALS

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

PART 3 – EXECUTION

1.01 DURING CONSTRUCTION

- A. Execute periodic leaning 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.

1.02 DUST CONTROL

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

1.03 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

STATE OF ALASKA Department of Corrections FACILITIES	SUBSTITUTION REQUEST FORM	
---	----------------------------------	---

Project: STWD Backup Power – YKCC Generator Project No.: 230000534-9

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

Yukon Kuskokwim Correctional Center Generator Replacement

– SPECIFICATIONS –

ISSUED FOR BID

March 27, 2026

Agreement# 230000534-4

Prepared for:

STATE OF ALASKA, DEPARTMENT OF CORRECTIONS



Prepared by:



TABLE OF CONTENTS

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
23 07 19	HVAC PIPING INSULATION
23 11 13	FACILITY FUEL-OIL PIPING
23 51 00	BREECHINGS, CHIMNEYS, AND STACKS

DIVISION 26 - ELECTRICAL

26 05 05	SELECTIVE DEMOLITION FOR ELECTRICAL
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33.13	CONDUIT FOR ELECTRICAL SYSTEMS
26 05 33.16	BOXES FOR ELECTRICAL SYSTEMS
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 24 16	PANELBOARDS
26 32 13	ENGINE GENERATORS

**SECTION 23 05 29
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Support and attachment components.

1.2 RELATED REQUIREMENTS

- A. Section 23 05 48-Vibration and Seismic Controls for HVAC.

1.3 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2023.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2024.
- G. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2022).
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- I. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- J. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- K. FM (AG) - FM Approval Guide; Current Edition.
- L. MFMA-4 - Metal Framing Standards Publication; 2004.
- M. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.
- N. UL (DIR) - Online Certifications Directory; Current Edition.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.

5. Notify Owner's Representative of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, nonpenetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
- D. Evaluation Reports: For products specified as requiring evaluation and recognition by ICC Evaluation Service, LLC (ICC-ES), provide current ICC-ES evaluation reports upon request.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of _____. Include consideration for vibration, equipment operation, and shock loads where applicable.
 4. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Prefabricated Trapeze-Framed Metal Strut Systems:
 1. Strut Channel or Bracket Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 2. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.
- C. Strut Channels:
 1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation: www.eaton.com/#sle.
 - b. Gripple, Inc: www.gripple.com/#sle.
 - c. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 2. ASTM A653/A653M galvanized steel bracket with clamps for surface mounting of piping or plumbing equipment support.
 3. Channel or Bracket Kits: Include rods, brackets, end-fixed fittings, covers, clips, and other related hardware required to complete sectional trapeze section for piping or other support.
- D. Channel Nuts:
 1. Manufacturers:
 - a. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.

2. Provide carbon steel channel nut with epoxy copper or zinc finish and long, regular, or short spring.
- E. Hanger Rods:
1. Threaded zinc-plated steel unless otherwise indicated.
 2. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Piping up to 1 inch: 1/4 inch diameter.
 - c. Piping larger than 1 inch: 3/8 inch diameter.
 - d. Trapeze Support for Multiple Pipes: 3/8 inch diameter.
- F. Pipe Supports:
1. Manufacturers:
 - a. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 2. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
 3. Liquid Temperatures Up To 122 degrees F:
 - a. Overhead Support: MSS SP-58 Types 1, 3 through 12.
 - b. Support From Below: MSS SP-58 Types 35 through 38.
- G. Nonpenetrating Pipe Supports:
1. Manufacturers:
 - a. Source Limitations: Furnish channels/struts and associated fittings, accessories, and hardware produced by a single manufacturer.
- H. Roller Chairs:
1. MSS SP-58 type 43 based on required load, nonconductive and corrosion resistant.
 2. Steel Yoke Type: MSS SP-58 type 44, vertically adjustable, nonconductive, and corrosion resistant.
 3. Material: Zinc plated ASTM A36/A36M carbon steel or ASTM A47/A47M malleable iron.
- I. Pipe Stanchions:
1. Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
 2. Provide coated or plated saddles to isolate steel hangers from dissimilar metal tube or pipe.
 3. For pipe runs, use stanchions of same type and material where vertical adjustment is required for stationary pipe.
- J. Beam Clamps:
1. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.
 2. Beam C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.
 3. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).
 4. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.
 5. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.
 6. UL (DIR) Approved Beam Clamp: MSS SP-58 type 19, plain finish,
 7. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
 8. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
- K. Riser Clamps:
1. Manufacturers:
 - a. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.

2. For insulated pipe runs, provide two bolt-type clamps designed for installation under insulation.
 3. MSS SP-58 type 1 or 8, carbon steel or steel with epoxy plated, plain, stainless steel, or zinc plated finish.
 4. Medium Split Horizontal Pipe Clamp: MSS SP-58 type 4, carbon steel or stainless steel with epoxy plated, plain, stainless steel, or zinc plated finish.
 5. Copper Tube Pipe Clamp: MSS SP-58 type 8, epoxy plated copper.
 6. UL (DIR) listed: Pipe sizes 1/2 to 8 inch.
- L. U-Bolts:
1. Manufacturers:
 - a. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 2. MSS SP-58 Type 24, carbon steel u-bolt for pipe support or anchoring.
- M. Offset Pipe Clamps: Double-leg design two-piece pipe clamp.
- N. Strut Clamps:
1. Manufacturers:
 - a. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 2. Pipe Clamp: Two-piece rigid, universal, or outer diameter type, carbon steel with epoxy copper, galvanized steel, or zinc finish.
 3. Service Temperature Range: Minus 65 to 275 degrees F.
- O. Pipe Hangers:
1. Split Ring Hangers:
 - a. Manufacturers:
 - 1) Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 - b. Provide hinged split ring and yoke roller hanger with epoxy copper or plain finish.
 - c. Material: ASTM A47/A47M malleable iron or ASTM A36/A36M carbon steel.
 - d. Provide hanger rod and nuts of the same type and material for a given pipe run.
 - e. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
 2. Band Hangers, Adjustable:
 - a. Manufacturers:
 - 1) Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 - b. MSS SP-58 Type 7 or 9, Zinc-plated ASTM A1011/A1011M steel or ASTM A653/A653M carbon steel.
 3. Swivel Ring Hangers, Adjustable:
 - a. Manufacturers:
 - 1) Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 - b. MSS SP-58 Type 10, epoxy-painted, zinc-colored.
 - c. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
 - d. FM (AG) and UL (DIR) listed for specific pipe size runs and loads.
 4. Clevis Hangers, Adjustable:
 - a. Manufacturers:
 - 1) Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 - b. Standard-Duty: MSS SP-58 Type 1, zinc-colored, epoxy plated.

- P. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.
- Q. Anchors and Fasteners:
1. Manufacturers - Mechanical Anchors:
 - a. Hilti, Inc: www.us.hilti.com/#sle.
 - b. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
 - c. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 2. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 3. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 4. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 5. Hollow Masonry: Use toggle bolts.
 6. Hollow Stud Walls: Use toggle bolts.
 7. Steel: Use beam-ceiling clamps, beam clamps, machine bolts, or welded threaded studs.
 8. Beam Ceiling Flanges: ASTM A47/A47M Grade 32510, malleable iron or stainless steel with copper, plain, stainless steel, or zinc finish.
 9. Sheet Metal: Use sheet metal screws.
 10. Wood: Use wood screws.
 11. Plastic and lead anchors are not permitted.
 12. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- D. Unless specifically indicated or approved by the Structural or Seismic Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by the Seismic Engineer, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of the Owner's Representative and Designer of Record.
- G. Equipment Support and Attachment:
 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.

2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 23 05 48
VIBRATION AND SEISMIC CONTROLS FOR HVAC

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Vibration isolation requirements.
- B. Seismic control requirements.
 - 1. Includes requirements for seismic qualification of equipment not specified in this section.
- C. Vibration-isolated equipment support bases.
- D. Vibration isolators.
- E. External seismic snubber assemblies.
- F. Seismic restraint systems.

1.2 RELATED REQUIREMENTS

- A. Section 01 45 33 - Code-Required Special Inspections and Procedures.
- B. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment.

1.3 DEFINITIONS

- A. Designated Seismic System: An HVAC component that requires design in accordance with ASCE/SEI 7, Ch. 13, and for which the Component Importance Factor is greater than 1.0.

1.4 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASCE 19 - Structural Applications of Steel Cables for Buildings; 2016.
- C. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for products, including materials, fabrication details, dimensions, and finishes.
 - 1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
 - 2. Annotate types and sizes of seismic restraints and accessories, complete with listing markings or report numbers and load rating in tension and compression as evaluated by **ICC-ES product listing, UL product listing, or an agency acceptable to authorities having jurisdiction.**
 - 3. Annotate to indicate application of each product submitted and compliance with requirements.
 - 4. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.
- C. Delegated Design Submittals:
 - 1. For each seismic-restraint device, including that is required by this Section or is indicated on Drawings, submit the following:
 - a. Seismic Restraint, and Vibration Isolation Base Selection: Select vibration isolators, seismic restraints, and vibration isolation bases complying with performance requirements, design criteria, and analysis data.

- b. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, spring deflection changes, and seismic loads. Include certification by professional engineer that riser system was examined for excessive stress and that none exists.
 - c. Concrete Anchors and Inserts: Include calculations showing anticipated seismic and wind loads. Include certification that device is approved by an NRTL for seismic reinforcement use.
 - d. Seismic Design Calculations: Submit all input data and loading calculations prepared under "Seismic Design Calculations" Paragraph in "Performance Requirements" Article.
 - e. Qualified Professional Engineer: All designated-design submittals for seismic- and wind-restraint calculations are to be signed and sealed by qualified professional engineer responsible for their preparation.
2. Seismic-Restraint Detail Drawing:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 3. All delegated design submittals for seismic- and wind-restraint detail Drawings are to be signed and sealed by qualified professional engineer responsible for their preparation.
 4. Product Listing, Preapproval, and Evaluation Documentation: By **an evaluation service member of ICC-ES,UL, or an agency acceptable to authorities having jurisdiction**, showing maximum ratings of restraint items and basis for approval (tests or calculations).
 5. Design Calculations for Vibration Isolation Devices: Calculate static and dynamic loading due to equipment weight and operating forces required to select proper vibration isolators, and to design vibration isolation bases.
 6. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, and spring deflection changes. Include certification that riser system was examined for excessive stress and that none exists.
- D. Coordination Drawings: Show coordination of vibration isolation device installation and seismic bracing for HVAC piping and equipment with other systems and equipment in the vicinity, including other supports and restraints, if any.
- E. Qualification Data
- F. Welding Certificates (if applicable)
- G. Air-Spring Isolator Performance Certification (if applicable): Include natural frequency, load, and damping test data **performed by an independent agency**.
- H. Field quality-control reports
1. Vibration Isolators: Include rated load capacities and deflections; include information on color coding or other identification methods for spring element load capacities.
 2. Seismic Controls: Include seismic load capacities.
- I. Shop Drawings - Vibration Isolation Systems:
1. Include dimensioned plan views and sections indicating proposed arrangement of vibration isolators; indicate equipment weights and static deflections.
 2. Vibration-Isolated Equipment Support Bases: Include base weights, including concrete fill where applicable; indicate equipment mounting provisions.
- J. Shop Drawings - Seismic Controls:

1. Include dimensioned plan views and sections indicating proposed HVAC component locations and distributed system routing, with locations and details of gravity supports and seismic restraints and associated attachments.
 2. Identify mounting conditions required for equipment seismic qualification.
 3. Identify anchor manufacturer, type, minimum embedment, minimum spacing, minimum member thickness, and minimum edge distance requirements.
 4. Indicate proposed arrangement of distributed system trapeze support groupings.
 5. Indicate proposed locations for distributed system flexible fittings and/or connections.
 6. Indicate locations of seismic separations where applicable.
- K. Seismic Design Data:
1. Compile information on project-specific characteristics of actual installed HVAC components necessary for determining seismic design forces required to design appropriate seismic controls, including but not limited to the following.
 - a. Component operating weight and center of gravity.
 - b. Component elevation in the building in relation to the roof elevation (z/h).
 - c. Component importance factor (Ip).
 - d. Component amplification factor (ap) and component response modification factor (Rp), determined in accordance with ASCE 7 tables.
 2. Include structural calculations, stamped or sealed by seismic controls designer, demonstrating suitability of seismic controls for seismic design forces.
- L. Seismic Qualification Data: Provide special certification for designated seismic systems as indicated in **ASCE/SEI 7-16**, Paragraph 13.2.2, "Special Certification Requirements for Designated Seismic Systems" for all Designated Seismic Systems identified as such on Drawings or in the Specifications.
1. Provide equipment manufacturer's written certification for each designated active mechanical seismic device and system, stating that it will remain operable following the design earthquake. Certification must be based on requirements of ASCE/SEI 7 and AHRI 1270 (AHRI 1271), including shake table testing per ICC-ES AC156 or a similar nationally recognized testing standard procedure acceptable to authorities having jurisdiction **orexperience data as permitted by ASCE/SEI 7-16.**
 2. Provide equipment manufacturer's written certification that components with hazardous contents maintain containment following the design earthquake by methods required in **ASCE/SEI 7-16.**
 3. Submit evidence demonstrating compliance with these requirements for approval to authorities having jurisdiction after review and acceptance by a licensed professional engineer.
 4. The following HVAC systems and components are Designated Seismic Systems and require written special certification of seismic qualification by manufacturer:
 - a. Emergency Generator Diesel Day Tank, DT-5
- M. Field quality control test reports.

1.6 QUALITY ASSURANCE

- A. Comply with IBC as adopted and amended by the State of Alaska.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Seismic Controls Designer Qualifications: Registered professional engineer licensed in the State in which the Project is located and with minimum five years experience designing seismic restraints for nonstructural components.
 1. Designer may be employed by the manufacturer of the seismic restraint products.
- D. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 VIBRATION ISOLATION REQUIREMENTS

- A. Design and provide vibration isolation systems to reduce vibration transmission to supporting structure from vibration-producing HVAC equipment and/or HVAC connections to vibration-isolated equipment.
- B. Comply with applicable general recommendations of ASHRAE (HVACA), where not in conflict with other specified requirements:
- C. General Requirements:
 - 1. Select vibration isolators to provide required static deflection.
 - 2. Select vibration isolators for uniform deflection based on distributed operating weight of actual installed equipment.
 - 3. Select seismic type vibration isolators to comply with seismic design requirements, including conditions of equipment seismic certification where applicable.
- D. Equipment Isolation: As indicated on drawings.
- E. Piping Isolation:
 - 1. Provide vibration isolators for piping supports:
 - a. Located in equipment rooms.
 - b. Located within 50 feet of connected vibration-isolated equipment and pressure-regulating valve (PRV) stations.
 - 2. Minimum Static Deflection:
 - a. First Three Supports Closest to Isolated Equipment: Same as static deflection of equipment; maximum of 2 inch deflection required.
 - b. Remainder of Supports: 0.75 inch deflection unless otherwise indicated.
 - 3. Suspended Piping, Nonseismic Applications: Use resilient material isolator hangers, spring isolator hangers, or combination resilient material/spring isolator hangers.
 - 4. Suspended Piping, Seismic Applications: Use seismic type resilient material isolator hangers, seismic type spring isolator hangers, or seismic type combination resilient material/spring isolator hangers.
 - 5. Floor-Mounted Piping, Nonseismic Applications: Use open (unhoused) spring isolators.
 - 6. Floor-Mounted Piping, Seismic Applications: Use seismic type restrained spring isolators.
 - 7. Use modular seal or approved resilient material where vibration-isolated piping penetrates building elements (e.g., walls, floors) arranged to prevent vibration transmission to structure.
- F. Thrust Restraint Applications:
 - 1. Minimum Static Deflection: Same as static deflection of equipment.

2.2 VIBRATION-ISOLATED EQUIPMENT SUPPORT BASES

- A. Manufacturers:
 - 1. Vibration-Isolated Equipment Support Bases:
 - a. Kinetics Noise Control, Inc: www.kineticsnoise.com/#sle.
 - b. Mason Industries: www.mason-ind.com/#sle.
 - c. Vibration Eliminator Company, Inc: www.veco-nyc.com/#sle.
 - d. Vibro-Acoustics: www.vibro-acoustics.com/#sle.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.

2.3 VIBRATION ISOLATORS

- A. Manufacturers:
 - 1. Vibration Isolators:
 - a. ANDRE HVAC International, Inc: www.andrehvac.com/#sle.
 - b. Kinetics Noise Control, Inc: www.kineticsnoise.com/#sle.
 - c. Mason Industries: www.mason-ind.com/#sle.
 - d. Vibration Eliminator Company, Inc: www.veco-nyc.com/#sle.
 - e. Vibro-Acoustics: www.vibro-acoustics.com/#sle.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Source Limitations: Furnish vibration-isolators and associated accessories produced by a single manufacturer and obtained from a single supplier.
- B. General Requirements:
 - 1. Resilient Materials for Vibration Isolators: Oil, ozone, and oxidant resistant.
 - 2. Spring Elements for Spring Isolators:
 - a. Color code or otherwise identify springs to indicate load capacity.
 - b. Lateral Stability: Minimum lateral stiffness to vertical stiffness ratio of 0.8.
 - c. Designed to operate in the linear portion of their load versus deflection curve over deflection range of not less than 50 percent above specified deflection.
 - d. Designed to provide additional travel to solid of not less than 50 percent of rated deflection at rated load.
 - e. Selected to provide designed deflection of not less than 75 percent of specified deflection.
 - f. Selected to function without undue stress or overloading.
 - 3. Seismic Snubbing Elements for Seismic Isolators:
 - a. Air Gap: Between 0.125 inches and 0.25 inches unless otherwise indicated.
 - b. Points of Contact: Cushioned with resilient material, minimum 0.25 inch thick; capable of being visually inspected for damage and replaced.

2.4 EXTERNAL SEISMIC SNUBBER ASSEMBLIES

- A. Manufacturers:
 - 1. External Seismic Snubber Assemblies:
 - a. Kinetics Noise Control, Inc: www.kineticsnoise.com/#sle.
 - b. Mason Industries: www.mason-ind.com/#sle.
 - c. Vibration Eliminator Company, Inc: www.veco-nyc.com/#sle.
 - d. Vibro-Acoustics: www.vibro-acoustics.com/#sle.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Source Limitations: Furnish external seismic snubber assemblies and associated accessories produced by the same manufacturer as the vibration isolators and obtained from a single supplier.
- B. Description: Steel snubbing assemblies designed for external attachment to both equipment and supporting structure that, as part of a complete system, restrain equipment motion in all directions during a seismic event while maintaining vibration isolation during normal operation.
- C. Seismic Snubbing Elements:
 - 1. Air Gap: Between 0.125 inches and 0.25 inches unless otherwise indicated.
 - 2. Points of Contact: Cushioned with resilient material, minimum 0.25 inch thick; capable of being visually inspected for damage and replaced.

2.5 SEISMIC RESTRAINT SYSTEMS

- A. Manufacturers:
 - 1. Seismic Restraint Systems:
 - a. AFCON, a brand of Anvil International: www.anvilintl.com/#sle.
 - b. Eaton Corporation: www.eaton.com/#sle.

- c. Kinetics Noise Control, Inc: www.kineticsnoise.com/#sle.
 - d. Mason Industries: www.mason-ind.com/#sle.
 - e. Vibro-Acoustics: www.vibro-acoustics.com/#sle.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.
2. Source Limitations: Furnish seismic restraint system components and accessories produced by a single manufacturer and obtained from a single supplier.
- B. Description: System components and accessories specifically designed for field assembly and attachment of seismic restraints.
- C. Cable Restraints:
1. Comply with ASCE 19.
 2. Cables: Pre-stretched, galvanized steel wire rope with certified break strength.
 3. Cable Connections: Use only swaged end fittings. Cable clips and wedge type end fittings are not permitted in accordance with ASCE 19.
 4. Use protective thimbles for cable loops where potential for cable damage exists.
- D. Rigid Restraints: Use MFMA-4 steel channel (strut), steel angle, or steel pipe for structural element; suitable for both compressive and tensile design loads.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive vibration isolation and/or seismic control components and associated attachments.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 CODE-REQUIRED SPECIAL INSPECTIONS

- A. Arrange work to accommodate tests and/or inspections performed by Special Inspection Agency employed by Owner or in accordance with Section 01 45 33 and statement of special inspections as required by applicable building code.
- B. Frequency of Special Inspections: Where special inspections are designated as continuous or periodic, arrange work accordingly.
 1. Continuous Special Inspections: Special Inspection Agency to be present in the area where the work is being performed and observe the work at all times the work is in progress.
 2. Periodic Special Inspections: Special Inspection Agency to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.
- C. Seismic special inspections include, but are not limited to:
 1. Seismically Qualified Equipment: Verification that label, anchorage, and mounting comply with the certificate of compliance.
 2. Installation and anchorage of piping systems designed to carry hazardous materials and their associated mechanical units for Seismic Design Categories C, D, E, and F; periodic inspection.
- D. Prior to starting work, Contractor to submit written statement of responsibility to authorities having jurisdiction and to Owner acknowledging awareness of special requirements contained in the statement of special inspections.
- E. Special Inspection Agency services do not relieve Contractor from performing inspections and testing specified elsewhere.

3.3 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- C. Secure fasteners according to manufacturer's recommended torque settings.
- D. Install flexible piping connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.
- E. Vibration Isolation Systems:
 - 1. Vibration-Isolated Equipment Support Bases:
 - a. Provide specified minimum clearance beneath base.
 - 2. Clean debris from beneath vibration-isolated equipment that could cause short-circuiting of isolation.
 - 3. Use elastomeric grommets for attachments where required to prevent short-circuiting of isolation.
 - 4. Adjust isolators to be free of isolation short circuits during normal operation.
 - 5. Do not overtighten fasteners such that resilient material isolator pads are compressed beyond manufacturer's maximum recommended deflection.
- F. Seismic Controls:
 - 1. Provide specified snubbing element air gap; remove any factory-installed spacers, debris, or other obstructions.
 - 2. Use only specified components, anchorage, and hardware evaluated by seismic design. Comply with conditions of seismic certification where applicable.
 - 3. Where mounting hole diameter exceeds bolt diameter by more than 0.125 inch, use epoxy grout, elastomeric grommet, or welded washer to reduce clearance to 0.125 inch or less.
 - 4. Equipment with Sheet Metal Housings:
 - a. Use Belleville washers to distribute stress over a larger surface area of the sheet metal connection interface as approved by manufacturer.
 - b. Attach additional steel as approved by manufacturer where required to transfer loads to structure.
 - c. Where mounting surface is irregular, do not shim housing; reinforce housing with additional steel as approved by manufacturer.
 - 5. Seismic Restraint Systems:
 - a. Do not attach seismic restraints and gravity supports to dissimilar parts of structure that may move differently during an earthquake.
 - b. Install restraints within permissible angles in accordance with seismic design.
 - c. Install cable restraints straight between component/run and structural attachment; do not bend around other nonstructural components or structural elements.
 - d. Install cable restraints for vibration-isolated components slightly slack to prevent short-circuiting of isolation.
 - e. Install hanger rod stiffeners where indicated using only specified clamps; do not weld stiffeners to hanger rod.

3.4 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect vibration isolation and/or seismic control components for damage and defects.
- C. Vibration Isolation Systems:
 - 1. Verify isolator static deflections.
 - 2. Verify vibration isolation performance during normal operation; investigate sources of isolation short circuits.
- D. Seismic Controls:
 - 1. Verify snubbing element air gaps.

- E. Correct deficiencies and replace damaged or defective vibration isolation and/or seismic control components.
- F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

3.5 ATTACHMENTS

- A. Statement of special inspections.

END OF SECTION

**SECTION 23 05 53
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Nameplates.
- B. Tags.
- C. Pipe markers.

1.2 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2023.

1.3 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturers catalog literature for each product required.

PART 2 PRODUCTS**2.1 IDENTIFICATION APPLICATIONS**

- A. Piping: Tags.
- B. Tanks: Nameplates.
- C. Valves: Tags.

2.2 NAMEPLATES

- A. Letter Color: White.
- B. Letter Height: 1/4 inch.
- C. Background Color: Green.

2.3 TAGS

- A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.
- B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

2.4 PIPE MARKERS

- A. Color: Comply with ASME A13.1.
- B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure-sensitive adhesive backing and printed markings.
- D. Color code as follows:
 - 1. Fuel Oil Tanks: Green with white letters.
 - 2. Fuel Oil Piping: Yellow with black letters.

PART 3 EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Install plastic pipe markers in accordance with manufacturer's instructions.
- D. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.

END OF SECTION

**SECTION 23 07 19
HVAC PIPING INSULATION**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Piping insulation.
- B. Flexible removable and reusable blanket insulation.
- C. Jacketing and accessories.

1.2 REFERENCE STANDARDS

- A. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.
- B. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus; 2026.
- C. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- D. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).
- E. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement; 2007 (Reapproved 2024).
- F. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement; 2007 (Reapproved 2024).
- G. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2022a.
- H. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2023).
- I. ASTM C1775 - Standard Specification for Laminate Protective Jacket and Tape for Use Over Thermal Insulation for Outdoor Applications; 2022.
- J. ASTM D610 - Standard Practice for Evaluating Degree of Rusting on Painted Steel Surfaces; 2025.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.
- L. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.
- M. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.3 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum 3 years of documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.6 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.1 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.2 GLASS FIBER, RIGID

- A. Manufacturers:
 - 1. CertainTeed Corporation; _____: www.certainteed.com/#sle.
 - 2. Johns Manville Corporation; _____: www.jm.com/#sle.
 - 3. Knauf Insulation; Performance+ Earthwool 1000 Pipe Insulation: www.knaufinsulation.com/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
 - 1. K Value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum Service Temperature: 1200 degrees F.
 - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Aluminum-Foil Laminate Jacket:
 - 1. Factory-applied, pressure sensitive adhesive jacketing to comply with ASTM C1775.
- D. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- F. Vapor Barrier Lap Adhesive: Compatible with insulation.
- G. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
- H. Fibrous Glass Fabric:
 - 1. Cloth: Untreated; 9 oz/sq yd weight.
 - 2. Blanket: 1.0 pcf density.
 - 3. Weave: 5 by 5.
- I. Indoor Vapor Barrier Finish:
 - 1. Cloth: Untreated; 9 oz/sq yd weight.
 - 2. Vinyl emulsion type acrylic, compatible with insulation, black color.
- J. Insulating Cement: ASTM C449.

2.3 FLEXIBLE REMOVABLE AND REUSABLE BLANKET INSULATION

- A. Description: Custom cut and fabricated, removable and reusable blanket insulation system, consisting of inner liner, insulation layer, outer protective jacket, and fastening system.

- B. Provide insulation system based on surface temperature of piping, installed location of piping, and maximum safe-to-touch temperature of jacketing.
- C. Performance Criteria:
 - 1. Maximum Service Temperature: Constructed for temperatures up to 1200 degrees F.
 - 2. Safe-to-Touch Temperature of Jacketing: 140 degrees F.
- D. Components:
 - 1. Inner Liner: Use stainless steel mesh or silicone-impregnated fiberglass.
 - 2. Insulation:
 - a. Material: CMS (calcium, magnesium, silica) fiber wool.
 - b. Thickness: 1 inch.
 - c. Density: 11 pcf.
 - d. Thermal Conductivity k-factor in Btu inch/hr sq ft degrees F: 0.54 at 752 degrees F.
 - 3. Outer Jacket: Silicone-impregnated fiberglass.
 - 4. Fastening System: Snaps.

2.4 JACKETING AND ACCESSORIES

- A. Canvas Jacket: UL listed 6 oz/sq yd plain weave cotton fabric treated with dilute fire-retardant lagging adhesive.
 - 1. Lagging Adhesive: Compatible with insulation.
- B. Aluminum Jacket:
 - 1. Comply with ASTM B209/B209M, Temper H14, minimum thickness of 0.016 inch with factory-applied polyethylene and kraft paper moisture barrier on the inside surface.
 - 2. Thickness: 0.020 inch sheet.
 - 3. Type: Factory-applied, self-adhesive jacketing.
 - 4. Finish: Embossed.
 - 5. Joining: Longitudinal slip joints and 2 inch laps.
 - 6. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.
- C. Stainless Steel Jacket: ASTM A666/A666M, Type 304 stainless steel.
 - 1. Thickness: 0.010 inch.
 - 2. Finish: Corrugated.
 - 3. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

2.5 ACCESSORIES

- A. General Requirements:
 - 1. Provide required accessories in accordance with and subject to the recommendations of the insulation manufacturer.
 - 2. Furnish compatible materials which do not contribute to corrosion, soften, or otherwise attack surfaces to which applied, in either the wet or dry state.
 - 3. Comply with ASTM C795 requirements for materials to be used on stainless steel surfaces.
 - 4. Supply materials that are asbestos free.
- B. Corrosion Inhibitors:
 - 1. Corrosion Control Gel:
 - a. Corrosion Protection: Comply with ASTM B117 and ASTM D610.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Test piping for design pressure, liquid tightness, and continuity prior to applying insulation materials.

- B. Verify that surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with aluminum jacket or stainless steel jacket.

3.3 SCHEDULE

- A. Other Systems:
 - 1. Engine Exhaust Piping: 175KW Standby Generator - Engine Exhaust

END OF SECTION

**SECTION 23 11 13
FACILITY FUEL-OIL PIPING**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Piping and fittings.
- B. Flanges and piping components.
- C. Pipe hangers and supports.
- D. Valves.
- E. Strainers.
- F. Flexible connectors.
- G. Aboveground fuel storage tanks.
- H. Fuel oil pumps.
- I. Transfer system.

1.2 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 23 05 53 - Identification for HVAC Piping and Equipment.
- C. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.

1.3 REFERENCE STANDARDS

- A. API RP 1615 - Installation of Underground Petroleum Storage Systems; 2011 (Reaffirmed 2020).
- B. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2025, with Errata.
- C. ASME B1.1 - Unified Inch Screw Threads (UN, UNR, and UNJ Thread Forms); 2024.
- D. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2021.
- E. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through NPS 24 Metric/Inch Standard; 2025.
- F. ASME B16.11 - Forged Fittings, Socket-Welding and Threaded; 2021.
- G. ASME B16.12 - Cast Iron Threaded Drainage Fittings; 2025.
- H. ASME B16.39 - Malleable Iron Threaded Pipe Unions: Classes 150, 250, and 300; 2025.
- I. ASME B18.2.1 - Square, Hex, Heavy Hex, and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head, and Lag Screws (Inch Series); 2012 (Reaffirmed 2021).
- J. ASME B18.2.2 - Nuts for General Applications: Machine Screw Nuts; and Hex, Square, Hex Flange, and Coupling Nuts (Inch Series); 2022.
- K. ASME B31.3 - Process Piping; 2024.
- L. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.
- M. ASTM A105/A105M - Standard Specification for Carbon Steel Forgings for Piping Applications; 2024.
- N. ASTM A182/A182M - Standard Specification for Forged or Rolled Alloy and Stainless Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service; 2024c.

- O. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2024.
- P. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- Q. ASTM A312/A312M - Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes; 2025.
- R. ASTM A563/A563M - Standard Specification for Carbon and Alloy Steel Nuts (Inch and Metric); 2021a.
- S. ASTM A733 - Standard Specification for Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples; 2016 (Reapproved 2022).
- T. ASTM B687 - Standard Specification for Brass, Copper, and Chromium-Plated Pipe Nipples; 1999 (Reapproved 2023).
- U. ASTM D229 - Standard Test Methods for Rigid Sheet and Plate Materials Used for Electrical Insulation; 2019, with Editorial Revision.
- V. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions; 2024.
- W. ASTM F844 - Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use; 2019 (Reapproved 2024).
- X. IAPMO (UPC) - Uniform Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Y. ICC (IMC) - International Mechanical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Z. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.
- AA. MSS SP-80 - Bronze Gate, Globe, Angle, and Check Valves; 2019.
- BB. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata .
- CC. NFPA 30 - Flammable and Combustible Liquids Code; 2024, with Errata (2025).
- DD. NFPA 31 - Standard for the Installation of Oil-Burning Equipment; 2024.
- EE. UL 142 - Steel Aboveground Tanks for Flammable and Combustible Liquids; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting at least one week prior to the start of the work of this section; require attendance by all affected installers.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- C. Shop Drawings: Indicate tanks, system layout, pipe sizes, location, and elevations. For fuel oil tanks, indicate dimensions and accessories, including manholes and hold down straps.
- D. Certificates: Certify that products meet or exceed specified requirements.
- E. Maintenance Data: Include installation instructions, spare parts lists.
- F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.
- G. Installer's qualification statement.

1.6 QUALITY ASSURANCE

- A. Welders Certification: In accordance with ASME BPVC-IX.
- B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- C. Valves: Manufacturer's name and pressure rating marked on valve body.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect piping and fittings from soil and debris with temporary end caps and closures. Maintain in place until installation.

1.8 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide one year manufacturer warranty for installed tanks and associated piping systems.

PART 2 PRODUCTS**2.1 PIPING AND FITTINGS**

- A. Regulatory Requirements:
 - 1. Comply with the material, fabrication, and operating requirements of ASME B31.3, except as modified herein.
 - 2. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.
- B. Comply with the material, fabrication, and operating requirements of ASME B31.3, except as modified herein.
- C. Carbon Steel Pipe:
 - 1. Comply with One of the Following:
 - a. ASTM A53/A53M, Type E or S, Grade B, seamless or electric welded, Schedule 80 for pipe less than 2-1/2 inches in diameter or Schedule 40 for pipe 2-1/2 inches in diameter and larger.
 - 2. End Connections:
 - a. Forged, socket weld type, complying with ASTM A182/A182M and ASME B16.11 for pipe or fittings less than 2-1/2 inches.
 - b. Threaded type complying with ASME B16.3, Class 150 or ASME B16.11.

2.2 FLANGES, COUPLINGS, AND PIPING COMPONENTS

- A. Flanges:
 - 1. Provide flanged end connections on equipment, fittings, piping, piping components, adapters, couplings, and valves complying with ASME B16.5, Class 150.
 - 2. Carbon Steel: Comply with ASTM A105/A105M.
 - 3. Gaskets, Non-Isolating:
 - a. 1/8 inch thick.
 - b. Comply with ASME B16.12, raised-faced type.
 - c. Material: Buna-N.
 - 4. Gaskets, Electrically Isolating:
 - a. Comply with ASTM D229.
 - b. Electrical Insulating Material: 1000 ohms resistance.
 - c. Chemically compatible with fuel handled.
 - d. Full face type.
 - e. Provide full surface, spiral-wound, mylar, insulating sleeves between bolts and holes of flanges.

- f. Furnish bolt shank diameter not less than diameter at root of threads.
 - g. Provide high-strength 1/8 inch thick, phenolic, insulating washers next to flanges with flat, circular, stainless steel washers over the insulating and under bolt heads and nuts.
 - h. Supply adequate bolt length to accommodate insulating gaskets and stainless steel washers.
5. Flange Protectors:
- a. Weather and ultraviolet (UV) resistant to protect all components of flanged end connection from corrosion or damage resulting from environmental exposure.
 - b. Designed to allow for quick and easy removal and re-installation.
 - c. Allows for visual inspection of flanged connections in-place.
 - d. Provide grease fittings for electrically isolating type.
6. Bolts, Nuts, and Washers:
- a. Comply with ASME B18.2.1 and ASME B18.2.2.
 - b. Bolts:
 - 1) Regular hexagonal type.
 - 2) Threaded in accordance with ASME B1.1, Class 2A fit, Coarse Thread Series, for sizes 1 inch and smaller and Eight-Pitch Thread Series for sizes larger than 1 inch.
 - 3) Provide sufficient length to obtain full bearing on nuts, projecting no more than two full threads beyond nuts with bolts tightened to required torque.
 - c. Nuts:
 - 1) Hexagonal, heavy series type.
 - 2) Threaded in accordance with ASME B1.1, Class 2B fit, Coarse Thread Series for sizes 1 inch and smaller and Eight-Pitch Thread Series for sizes larger than 1 inch.
 - d. Carbon Steel Material:
 - 1) Bolts: Comply with ASTM A307, Grade B, hot-dipped galvanized.
 - 2) Nuts: Comply with ASTM A563/A563M, Grade A, hex-style, hot-dipped galvanized.
 - 3) Washers: Comply with ASTM F844, hot-dipped galvanized.
- B. Piping Components:
- 1. Provide components that meet the material, fabrication, and operating requirements of ASME B31.3, except as modified herein.
 - 2. Pressure Design Class: Class 150, as defined in ASME B16.5.
 - 3. Welded Nipples: Comply with ASTM A733 or ASTM B687 and construct of same material as connecting pipe.
 - 4. Threaded Unions:
 - a. Comply with ASME B16.39, Class 150.
 - b. Materials: Comply with ASTM A312/A312M, Grade 304 or 316.
 - c. Dielectric Unions: Comply with dimensional, strength, and pressure requirements of ASME B16.39, Class 150.
 - d. Provide galvanized or plated steel parts.
 - e. Furnish water-impervious insulation barrier capable of limiting galvanic current to one percent of the short-circuit current in a corresponding bimetallic joint and withstand a 600-volt breakdown test when dry.
 - 5. Joint Compound: Resistant to water and suitable for use with fuel containing 40 percent aromatics.

2.3 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
- 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.

- B. Hangers for Pipe Sizes 1/2 to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
- C. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
- D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- E. Vertical Support: Steel riser clamp.
- F. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

2.4 GATE VALVES

- A. Manufacturers:
 - 1. Apollo Valves: www.apollovalves.com/#sle.
 - 2. Milwaukee Valve Company: www.milwaukeevalve.com/#sle.
 - 3. NIBCO: www.nibco.com/.
 - 4. FNW: www.fnw.com
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. MSS SP-80, Class 125, bronze body, bronze trim, rising stem, handwheel, inside screw, solid wedge disc, solder ends.

2.5 GLOBE VALVES

- A. Manufacturers:
 - 1. Apollo Valves: www.apollovalves.com/#sle.
 - 2. Milwaukee Valve Company: www.milwaukeevalve.com/#sle.
 - 3. NIBCO: www.nibco.com/.
 - 4. FNW: www.fnw.com/
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. MSS SP-80, Class 125, bronze body, bronze trim, handwheel, bronze disc, solder ends.

2.6 BALL VALVES

- A. Manufacturers:
 - 1. Apollo Valves: www.apollovalves.com/#sle.
 - 2. Milwaukee Valve Company: www.milwaukeevalve.com/#sle.
 - 3. NIBCO: www.nibco.com/.
 - 4. FNW: www.fnw.com/
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. MSS SP-110, Class 150, 400 psi CWP, bronze, two piece body, chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder.

2.7 SWING CHECK VALVES

- A. Manufacturers:
 - 1. Apollo Valves: www.apollovalves.com/#sle.
 - 2. Hammond Valve: www.hammondvalve.com/#sle.
 - 3. Milwaukee Valve Company: www.milwaukeevalve.com/#sle.
 - 4. Watts; www.watts.com/.
- B. MSS SP-80, Class 125, bronze body and cap, bronze swing disc, solder ends.

2.8 STRAINERS

- A. Manufacturers:
 - 1. Apollo Valves[<>]: www.apollovalves.com/#sle.
 - 2. [Watts; www.watts.com/].
 - 3. [NIBCO: www.nibco.com/].
 - 4. FNW: www.fnw.com/

- B. Threaded brass body for 175 psi CWP, Y pattern with 1/32 inch stainless steel perforated screen.

2.9 FLEXIBLE CONNECTORS

- A. Bronze inner hose and braided exterior sleeve, suitable for minimum 200 psi CWP and 250 degrees F.

2.10 ABOVEGROUND FUEL STORAGE TANKS

- A. Manufacturers:
 - 1. Simplex; <https://www.simplexdirect.com/>
 - 2. Pryco Fuel Systems; www.pryco.com/
 - 3. Anchorage Tank; <https://anchoraagetank.com/>
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Tank: UL listed and labeled, welded steel, oval with steel support saddles, tappings for accessories, threaded connections.
- C. Accessories: Tank fill, gauge, vent, and outlet connections.
- D. Gauge: Remote reading, electronic, for two-wire, 24-volt power, with wall-mounted direct reading gauge.

2.11 FUEL OIL PUMPS

- A. Casing: Bronze, rated for 125 psi working pressure with integral pressure relief valve.
- B. Impeller: Bronze gears, positive displacement.
- C. Drive: Direct connected with flexible coupling.

2.12 TRANSFER SYSTEM

- A. System: Float valves and relays to energize transfer pumps to fill day tank from main storage tank automatically.
 - 1. Low level: Energize pumps when tank level drops below 50 percent of full volume.
 - 2. Full level: De-energize pumps when full.
 - 3. Overfilled: Energize return pump to send excess fuel back to source tank.
 - 4. Alarm: Sound audible alarm when fuel overflows into return line.

PART 3 EXECUTION

3.1 PIPING INSTALLATION

- A. Install in accordance with manufacturer's instructions and API RP 1615.
- B. Route piping in orderly manner and maintain gradient.
- C. Group piping whenever practical at common elevations.
- D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- E. Provide clearance for installation of insulation and access to valves and fittings.
- F. Install firestopping to preserve fire-resistance rating of partitions and other elements.
- G. Provide access where valves and fittings are not exposed.
- H. Establish elevations of buried piping outside the building to ensure not less than 2 ft of cover.
- I. Identify piping systems, including underground piping. See Section 23 05 53.
- J. Install valves with stems upright or horizontal, not inverted.
- K. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

3.2 FUEL TANK INSTALLATION

- A. Install tanks in accordance with manufacturer's instructions and API RP 1615.
- B. Clean and flush day tank prior to delivery to site. Seal until pipe connections are made.
- C. Fill tanks at project turn-over with appropriate fuel.

END OF SECTION

**SECTION 23 51 00
BREECHINGS, CHIMNEYS, AND STACKS**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Stationary auxiliary power generator engine exhaust piping.

1.2 RELATED REQUIREMENTS

- A. Section 23 07 19 - HVAC Piping Insulation.
- B. Section 26 32 13 - Engine Generators: Exhaust silencer.

1.3 REFERENCE STANDARDS

- A. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through NPS 24 Metric/Inch Standard; 2025.
- B. ASME B16.21 - Nonmetallic Flat Gaskets for Pipe Flanges; 2021.
- C. ASME B31.9 - Building Services Piping; 2025.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.
- E. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2023.
- F. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications; 2025.
- G. ASTM A194/A194M - Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both; 2024.
- H. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2024.
- I. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- J. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.
- K. NFPA 31 - Standard for the Installation of Oil-Burning Equipment; 2024.
- L. NFPA 37 - Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines; 2024, with Amendment.
- M. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 DEFINITIONS

- A. Breeching: Vent connector.
- B. Vent: That portion of a venting system designed to convey flue gases directly outdoors from a vent connector or from an appliance when a vent connector is not used.
- C. Vent Connector: That part of a venting system that conducts the flue gases from the flue collar of an appliance to a chimney or vent, and may include a draft control device.

1.5 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the installation of engine exhaust piping with size, location and installation of service utilities.

1.6 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate general construction, dimensions, weights, support and layout of breechings. Submit layout drawings indicating plan view and elevations.
- C. Installer's qualification statement.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of experience.
- B. Installer Qualifications: Company specializing in performing the type of work specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 BREECHINGS, CHIMNEYS, AND STACKS - GENERAL REQUIREMENTS

- A. Regulatory Requirements:
 - 1. Comply with applicable codes for installation of diesel/fuel oil burning appliances and equipment.
 - 2. Comply with NFPA 37 for installation of standby generator exhaust piping.

2.2 STATIONARY AUXILIARY POWER GENERATOR ENGINE EXHAUST PIPING

- A. Field-Fabricated Exhaust Piping:
 - 1. Steel Pipe: ASTM A36/A36M OR ASTM A53/A53M, Schedule 40.
 - a. Fittings:
 - 1) Buttweld in accordance with ASTM A234/A234M.
 - 2) Wall thickness and material same as adjoining pipe.
 - 3) Built-up miter-welded fittings are acceptable where miter angles of each individual section do not exceed 22.5 degrees total and not more than 11.25 degrees relative to the axis of the pipe at any one cut.
 - b. Flanges:
 - 1) Class 150, slip-on, forged steel welding flanges in accordance with ASME B16.5.
 - 2) Material in accordance with ASTM A181/A181M, Grade I.
 - 3) Provide for connections to engines, exhaust silencers, and flexible connectors.
 - c. Gaskets:
 - 1) High temperature asbestos-free material suitable for service.
 - 2) ASME B16.21 composition ring, 0.0625 inch thick.
 - d. Bolts: Alloy-steel, complying with ASTM A193/A193M, Grade B7, and of sufficient strength for full bearing on nuts, projecting not more than two full threads beyond the nut.
 - e. Nuts: Alloy-steel, complying with ASTM A194/A194M, Grade 7.
 - f. Provide stainless steel counterbalance type rain caps at exhaust pipe termination points.
- B. Flexible joints:
 - 1. Provide flanged, multiple, corrugated, stainless steel (multi-ply) expansion joints with liners between exhaust manifold and exhaust piping to absorb thermal expansion and vibration.
 - 2. Suitable for operation at 200 degrees F above normal exhaust gas temperature at 100 percent load, 10,000 cycles minimum.
 - 3. Design and construct for diesel engine exhaust application.
 - 4. Manufacturers:
 - a. METRAFLEX.

- b. HARCO.
 - c. KIPFLEX.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Hangers and Supports: Provide hangers and supports that comply with MSS SP-58.
- D. Piping Sleeves:
- 1. Outside Walls Below and Above Grade, Floor, or Roof Slabs: Standard weight zinc coated pipe.
 - 2. Partitions: Zinc coated sheet steel having nominal weight of not less than 0.90 lb per square foot.
- E. Provide insulation.
- 1. See Section 23 07 19.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Engine Exhaust:
- 1. Install engine exhaust piping in accordance with MSS SP-58, NFPA 37, and ASME B31.9.
 - 2. Install exhaust silencer provided in accordance with Section 26 32 13.
 - 3. Provide sleeves with sufficient length to pass through entire thickness of walls, floors, roofs, partitions, or slabs.
 - 4. Extend sleeves in floor slabs 2 inches above finished floor.
 - 5. Firmly pack insulation between pipe and sleeve and caulk both ends with plastic waterproof cement.
 - 6. Space Between Pipe Insulation and Sleeve: Not less than 0.25 inch thick.

END OF SECTION

**SECTION 26 05 05
SELECTIVE DEMOLITION FOR ELECTRICAL**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Electrical demolition.

PART 2 EXECUTION**2.1 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Owner before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

2.2 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate power outages with Owner. Extended outages to emergency power system require a 24 hour fire watch.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Distribution: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Obtain permission from Owner at least 72 hours before partially or completely disabling system.

2.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- E. Repair adjacent construction and finishes damaged during demolition and extension work. Paint repair work to match adjacent finish.
- F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

2.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or that are to be reused. Ensure re-used conduit is clean and free of debris prior to use.

- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Oxide inhibiting compound.
- F. Wire pulling lubricant.
- G. Cable ties.
- H. Firestop sleeves.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 05 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 31 20 00 - Earth Moving

1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2024).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2024.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- I. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

- M. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.
- N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- P. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 3. Notify Owner of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- B. Field Quality Control Test Reports.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.

- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- H. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- I. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 2. Control Circuits: 14 AWG.
- J. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- K. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 - 3. Color Code:
 - a. 480Y/277 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral/Grounded: Gray.
 - b. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - c. Equipment Ground, All Systems: Green.
 - d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.

2. Control Circuits: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 1. Copper Building Wire: Type THHN/THWN, THHN/THWN-2, or XHHW-2, except as indicated below.
 - a. Installed Outside: Type XHHW-2.

2.4 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- E. Mechanical Connectors: Provide bolted type or set-screw type.
- F. Compression Connectors: Provide circumferential type or hex type crimp configuration.

2.5 ACCESSORIES

- A. Electrical Tape:
 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
 3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
 4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
 5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
- D. Wire Pulling Lubricant:
 1. Listed and labeled as complying with UL 267.
 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 3. Suitable for use at installation temperature.
- E. Cable Ties: Material and tensile strength rating suitable for application.
- F. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated without specific routing, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
 - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
 - 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- G. Install conductors with a minimum of 12 inches of slack at each outlet.
- H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- K. Make wiring connections using specified wiring connectors.

1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
 2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
 - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
- M. Insulate ends of spare conductors using vinyl insulating electrical tape.
- N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- O. Identify conductors and cables in accordance with Section 26 05 53.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2022.
- D. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
 - 2. Notify Owner of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- B. Field quality control test reports.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Engineer of Record. Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - 2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
 - 3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.
- E. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 - 2. Metal In-Ground Support Structure:
 - a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
 - 3. Concrete-Encased Electrode:
 - a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
 - 4. Ground Rod Electrode(s):
 - a. Provide two electrodes unless otherwise indicated or required.
 - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
 - 5. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
- F. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:
 - 1. Provide grounding electrode system for each separate building or structure.
 - 2. Provide equipment grounding conductor routed with supply conductors.
 - 3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.

4. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.
- G. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections or compression connectors for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
- D. Ground Rod Electrodes:
1. Comply with NEMA GR 1.
 2. Material: Copper-bonded (copper-clad) steel.
 3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
 - 1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches below finished grade.
- D. Make grounding and bonding connections using specified connectors.
 - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.3 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- D. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
- E. Submit detailed reports indicating inspection and testing results and corrective actions taken.

END OF SECTION

**SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- C. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- D. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
 - 2. Coordinate work to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
 - 4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
 - 5. Notify Owner of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install products on or provide attachment to concrete surfaces until concrete has cured.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel/strut framing systems, nonpenetrating rooftop supports, and post-installed concrete/masonry anchors.

- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.6 QUALITY ASSURANCE

- A. Maintain at project site one copy of each referenced document that prescribes execution requirements.
- B. Installer Qualifications for Powder-Actuated Fasteners: Certified by fastener system manufacturer with current operator's license.
- C. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Comply with the following. Where requirements differ, comply with most stringent.
 - a. NFPA 70.
 - b. Requirements of authorities having jurisdiction.
 - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
 - 3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
 - 4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported with minimum safety factor of 1.0. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 - 7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
 - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Components for Vibration Isolation and/or Seismic Controls: See Section 26 05 48.
- C. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
 - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- D. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- E. Metal Channel/Strut Framing Systems:
 - 1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.

2. Comply with MFMA-4.
 3. Channel Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 4. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
 5. Minimum Channel Dimensions: 1-5/8 inch wide by 13/16 inch high.
- F. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
- G. Nonpenetrating Rooftop Supports for Low-Slope Roofs:
1. Description: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring attachment to roof structure and not penetrating roofing assembly, with support fixtures as specified.
 2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 3. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.
 4. Mounting Height: Provide minimum clearance of 6 inches under supported component to top of roofing.
- H. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 4. Hollow Masonry: Use toggle bolts.
 5. Hollow Stud Walls: Use toggle bolts.
 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 7. Sheet Metal: Use sheet metal screws.
 8. Wood: Use wood screws.
 9. Hammer-driven anchors and fasteners are not permitted.
 10. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Manufacturer: Same as manufacturer of metal channel/strut framing system.
 - b. Comply with MFMA-4.
 - c. Channel Material: Use galvanized steel.
 - d. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch minimum base metal thickness.
 11. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- E. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- F. Unless specifically indicated or approved by Engineer, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- H. Provide required vibration isolation and/or seismic controls; see Section 26 05 48.
- I. Equipment Support and Attachment:
 - 1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
 - 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 - 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- J. Conduit Support and Attachment: See Section 26 05 33.13 for additional requirements.
- K. Box Support and Attachment: See Section 26 05 33.16 for additional requirements.
- L. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- M. Secure fasteners in accordance with manufacturer's recommended torque settings.
- N. Remove temporary supports.
- O. Identify independent electrical component support wires above accessible ceilings, where permitted, with color distinguishable from ceiling support wires in accordance with NFPA 70.

3.3 FIELD QUALITY CONTROL

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

**SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Galvanized steel intermediate metal conduit (IMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Galvanized steel electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 33.16 - Boxes for Electrical Systems.
- E. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- G. Section 31 20 00 - Earth Moving

1.3 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit; 2018.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2025.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- H. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2020.
- I. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2021.
- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- L. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.
- M. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- N. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- O. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- P. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

- Q. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
 5. Notify Owner of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

1.6 QUALITY ASSURANCE

- A. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
1. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit (RMC) or rigid PVC conduit.
 2. Exterior, Embedded Within Concrete: Use galvanized steel rigid metal conduit (RMC) or rigid PVC conduit.
 3. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) where emerging from underground.
 4. Where galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC) is installed in direct contact with earth where soil has resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.

5. Where galvanized rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or galvanized steel electrical metallic tubing (EMT) emerges from concrete into soil, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection for minimum of 4 inches on either side of where conduit emerges.
- D. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or galvanized steel electrical metallic tubing (EMT).
- E. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- F. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC).
- G. Exposed, Exterior, Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).

2.2 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for purpose intended.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.4 GALVANIZED STEEL INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- B. Fittings:
 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.

2.6 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use compression/gland or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.7 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- B. Fittings:
 - 1. Manufacturer: Same as manufacturer of conduit to be connected.
 - 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.8 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- D. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.
- E. Foam Conduit Sealant:
 - 1. Removable, two-part, closed-cell foam, specifically designed for sealing conduit openings against water, moisture, gases, and dust.
 - 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 - 3. Rated to hold minimum of 10 ft water head pressure.
- F. Conduit Mechanical Seals:
 - 1. Listed as complying with UL 514B.
 - 2. Specifically designed for sealing conduit openings against water, moisture, gases, and dust.
 - 3. Suitable for sealing around conductors/cables to be installed.
- G. Sealing Compound for Hazardous/Classified Location Sealing Fittings: Listed for use with particular fittings to be installed.
- H. Sealing Systems for Concrete Penetrations:
 - 1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
 - 2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.
- I. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

PART 3 EXECUTION**3.1 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.
- E. Rigid Polyvinyl Chloride (PVC) Conduit: Install in accordance with NECA 111.
- F. Liquidtight Flexible Metallic Conduit (LFMC): Install in accordance with NECA 1.
- G. Conduit Routing:
 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 2. When conduit destination is indicated without specific routing, determine exact routing required.
 3. Conceal conduits unless specifically indicated to be exposed.
 4. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - c. Within joists in areas with no ceiling.
 5. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 6. Arrange conduit to maintain adequate headroom, clearances, and access.
 7. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
 8. Arrange conduit to provide no more than 150 feet between pull points.
 9. Route conduits above water and drain piping where possible.
 10. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 11. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
 12. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
 - c. Flues.
- H. Conduit Support:
 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.
 2. Provide required vibration isolation and/or seismic controls; see Section 26 05 48.
 3. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 4. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 5. Use conduit strap to support single surface-mounted conduit.

- a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 6. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 7. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 8. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
 9. Use nonpenetrating rooftop supports to support conduits routed across rooftops, where approved.
 10. Use of wire for support of conduits is not permitted.
- I. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 3. Use suitable adapters where required to transition from one type of conduit to another.
 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 6. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 7. Secure joints and connections to provide mechanical strength and electrical continuity.
- J. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
 7. Install firestopping to preserve fire resistance rating of partitions and other elements. Use system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly. Where not indicated assume that a 2-hour rating is required.
- K. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 6 inches.
 2. Provide underground warning tape along entire conduit length; see Section 26 05 53.
- L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 3. Where conduits are subject to earth movement by settlement or frost.
- M. Conduit Sealing:

1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
 - a. Where conduits enter building from outside.
 - b. Where service conduits enter building from underground distribution system.
 - c. Where conduits enter building from underground.
 - d. Where conduits may transport moisture to contact live parts.
 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
 - a. Where conduits pass from outdoors into conditioned interior spaces.
 - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
 3. Where conduits cross boundaries of hazardous/classified locations, provide identified/listed sealing fittings or conduit mechanical seals as approved by authorities having jurisdiction; locate as indicated or in accordance with NFPA 70.
- N. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.
- O. Provide grounding and bonding; see Section 26 05 26.
- P. Identify conduits; see Section 26 05 53.
- Q. Where conduit is subject to vibration such as generator connections use LFMC.

3.3 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 33.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.

4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Owner of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes and cabinets and enclosures.
- B. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. Keys for Lockable Enclosures: Two of each different key.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 BOXES

- A. General Requirements:
 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use raised covers suitable for the type of wall construction and device configuration where required.
 4. Use shallow boxes where required by the type of wall construction.
 5. Do not use "through-wall" boxes designed for access from both sides of wall.
 6. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 7. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

8. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 9. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 10. Minimum Box Size, Unless Otherwise Indicated:
 - a. Wiring Devices: 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
 3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
 - b. Boxes 6 square feet and Larger: Provide sectionalized screw-cover or hinged-cover enclosures.
 4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
 - a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
 - b. Back Panels: Painted steel, removable.
 5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.

2.2 ACCESSORIES

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

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Box Supports:
 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide required seismic controls in accordance with Section 26 05 48.
 3. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

4. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
- F. Install boxes plumb and level.
 - G. Flush-Mounted Boxes:
 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
 - H. Install boxes as required to preserve insulation integrity.
 - I. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
 - J. Close unused box openings.
 - K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
 - L. Provide grounding and bonding in accordance with Section 26 05 26.
 - M. Identify boxes in accordance with Section 26 05 53.

3.3 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

**SECTION 26 05 48
VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Vibration isolation requirements.
- B. Vibration-isolated equipment support bases.
- C. Vibration isolators.
- D. External seismic snubber assemblies.
- E. Seismic restraint systems.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.

1.3 DEFINITIONS

- A. Electrical Component: Where referenced in this section in regards to seismic controls, applies to any portion of the electrical system subject to seismic evaluation in accordance with applicable codes, including distributed systems (e.g., conduit, cable tray).
- B. Seismic Restraint: Structural members or assemblies of members or manufactured elements specifically designed and applied for transmitting seismic forces between components and the seismic force-resisting system of the structure.

1.4 REFERENCE STANDARDS

- A. ASCE 19 - Structural Applications of Steel Cables for Buildings; 2016.
- B. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications; Most Recent Edition Cited by Referring Code or Reference Standard.
- C. FEMA 413 - Installing Seismic Restraints for Electrical Equipment; 2004.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.5 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate selection and arrangement of vibration isolation and/or seismic control components with the actual equipment to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Seismic Controls:
 - a. Coordinate the arrangement of seismic restraints with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - b. Coordinate the work with other trades to accommodate relative positioning of essential and nonessential components in consideration of seismic interaction.
 - 5. Notify Owner of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.6 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for products, including materials, fabrication details, dimensions, and finishes.
 - 1. Vibration Isolators: Include rated load capacities and deflections; include information on color coding or other identification methods for spring element load capacities.
 - 2. Seismic Controls: Include seismic load capacities.
- B. Shop Drawings - Vibration Isolation Systems:
 - 1. Include dimensioned plan views and sections indicating proposed arrangement of vibration isolators; indicate equipment weights and static deflections.
 - 2. Vibration-Isolated Equipment Support Bases: Include base weights, including concrete fill where applicable; indicate equipment mounting provisions.

1.7 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

PART 2 PRODUCTS

2.1 VIBRATION ISOLATION REQUIREMENTS

- A. Design and provide vibration isolation systems to reduce vibration transmission to supporting structure from vibration-producing electrical equipment and/or electrical connections to vibration-isolated equipment.
- B. Comply with applicable general recommendations of ASHRAE (HVACA), where not in conflict with other specified requirements:
- C. General Requirements:
 - 1. Select vibration isolators to provide required static deflection.
 - 2. Select vibration isolators for uniform deflection based on distributed operating weight of actual installed equipment.
 - 3. Select seismic type vibration isolators to comply with seismic design requirements, including conditions of equipment seismic certification where applicable.
 - 4. Select vibration isolators for outdoor equipment to comply with wind design requirements.
 - 5. Select vibration-isolated equipment support bases and associated vibration isolators to provide minimum 2-inch operating clearance beneath base unless otherwise indicated.
- D. Equipment Isolation:
 - 1. Engine Generators:
 - a. Specified vibration isolators are in addition to any factory-installed internal vibration isolators between generator set and integral base unless otherwise indicated; obtain generator set manufacturer approval of applied vibration isolation.
 - b. Seismic Applications: Use seismic type restrained spring isolators.
 - c. Provide vibration-isolated concrete inertia bases where indicated.
 - d. Minimum Static Deflection:
 - 1) Generators Mounted on Grade-Level Slabs: 1 inch deflection unless otherwise indicated.
- E. Conduit Isolation:
 - 1. Use flexible conduit or cable for electrical connections to vibration-isolated equipment, including equipment installed under other sections or by others.
 - a. Minimum Length: 3 feet unless otherwise indicated.
 - 2. Vibration Isolators:
 - a. Provide vibration isolators for conduit supports:

- 1) Located within 50 feet of connected vibration-isolated equipment where flexible connection to equipment is not possible.
- 2) For conduits over 2 inch trade size located below or within 50 feet of noise-sensitive areas indicated.
- b. Minimum Static Deflection:
 - 1) First Three Supports Closest to Isolated Equipment: Same as static deflection of equipment; maximum of 2 inch deflection required.
 - 2) Remainder of Supports: 0.75 inch deflection unless otherwise indicated.
- c. Suspended Conduits, Seismic Applications: Use seismic type resilient material isolator hangers, seismic type spring isolator hangers, or seismic type combination resilient material/spring isolator hangers.
- d. Use modular seal or approved resilient material where vibration-isolated conduits penetrate building elements (e.g., walls, floors) arranged to prevent vibration transmission to structure.

2.2 VIBRATION-ISOLATED EQUIPMENT SUPPORT BASES

- A. Vibration-Isolated Structural Steel Bases:
 1. Description: Engineered structural steel frames with integral mounting provisions for vibration isolators, sized and configured for mounting of equipment.
- B. Vibration-Isolated Concrete Inertia Bases:
 1. Description: Concrete-filled engineered steel forms with integral mounting provisions for vibration isolators, sized and configured for mounting of equipment.
 2. Minimum Base Depth: 6 inches.
 3. Minimum Base Mass (Including Concrete): 1.5 times weight of supported equipment.
 4. Concrete Reinforcement: Welded or tied reinforcing bars running both ways in a single layer.

2.3 VIBRATION ISOLATORS

- A. General Requirements:
 1. Resilient Materials for Vibration Isolators: Oil, ozone, and oxidant resistant.
 2. Spring Elements for Spring Isolators:
 - a. Color code or otherwise identify springs to indicate load capacity.
 - b. Lateral Stability: Minimum lateral stiffness to vertical stiffness ratio of 0.8.
 - c. Designed to operate in the linear portion of their load versus deflection curve over deflection range of not less than 50 percent above specified deflection.
 - d. Designed to provide additional travel to solid of not less than 50 percent of rated deflection at rated load.
 - e. Selected to provide designed deflection of not less than 75 percent of specified deflection.
 - f. Selected to function without undue stress or overloading.
 3. Seismic Snubbing Elements for Seismic Isolators:
 - a. Air Gap: Between 0.125 inches and 0.25 inches unless otherwise indicated.
 - b. Points of Contact: Cushioned with resilient material, minimum 0.25 inch thick; capable of being visually inspected for damage and replaced.
- B. Vibration Isolators for Seismic Applications:
 1. Resilient Material Isolator Mounts, Seismic:
 - a. Description: Mounting assemblies for bolting equipment to supporting structure utilizing elastomeric (e.g., neoprene, rubber) isolator material; specifically designed and rated for seismic applications with integral snubbing in all directions.
 2. Restrained Spring Isolators, Seismic:
 - a. Description: Isolator assembly consisting of single or multiple free-standing, laterally stable steel spring(s) in series with elastomeric (e.g., neoprene, rubber) isolator material within a metal housing designed to prevent movement of supported

- equipment above an adjustable vertical limit stop; specifically designed and rated for seismic applications with integral snubbing in all directions.
- b. Bottom Load Plate: Steel with provisions for bolting to supporting structure as required.
 - c. Furnished with integral leveling device for positioning and securing supported equipment.
 - d. Provides constant free and operating height.
3. Resilient Material Isolator Hangers, Seismic:
 - a. Description: Isolator assembly designed for installation in hanger rod suspension system utilizing elastomeric (e.g., neoprene, rubber) isolator material for the lower hanger rod connection; specifically designed and rated for seismic applications with vertical limit stop to prevent upward travel of hanger rod and cushion impact.
 4. Spring Isolator Hangers, Seismic:
 - a. Description: Isolator assembly designed for installation in hanger rod suspension system utilizing single or multiple free-standing, laterally stable steel spring(s) in series with an elastomeric element for the lower hanger rod connection; specifically designed and rated for seismic applications with vertical limit stop to prevent upward travel of hanger rod and cushion impact.
 - b. Designed to accommodate misalignment of bottom hanger rod up to 30 degrees (plus/minus 15 degrees) without short-circuiting of isolation.
 5. Combination Resilient Material/Spring Isolator Hangers, Seismic:
 - a. Description: Isolator assembly designed for installation in hanger rod suspension system utilizing single or multiple free-standing, laterally stable steel spring(s) for the lower hanger rod connection and elastomeric (e.g., neoprene, rubber) isolator material for the upper hanger rod connection; specifically designed and rated for seismic applications with vertical limit stop to prevent upward travel of hanger rod and cushion impact.
 - b. Designed to accommodate misalignment of bottom hanger rod up to 30 degrees (plus/minus 15 degrees) without short-circuiting of isolation.

2.4 EXTERNAL SEISMIC SNUBBER ASSEMBLIES

- A. Description: Steel snubbing assemblies designed for external attachment to both equipment and supporting structure that, as part of a complete system, restrain equipment motion in all directions during a seismic event while maintaining vibration isolation during normal operation.
- B. Seismic Snubbing Elements:
 1. Air Gap: Between 0.125 inches and 0.25 inches unless otherwise indicated.
 2. Points of Contact: Cushioned with resilient material, minimum 0.25 inch thick; capable of being visually inspected for damage and replaced.

2.5 SEISMIC RESTRAINT SYSTEMS

- A. Description: System components and accessories specifically designed for field assembly and attachment of seismic restraints.
- B. Cable Restraints:
 1. Comply with ASCE 19.
 2. Cables: Pre-stretched, galvanized steel wire rope with certified break strength.
 3. Cable Connections: Use only swaged end fittings. Cable clips and wedge type end fittings are not permitted in accordance with ASCE 19.
 4. Use protective thimbles for cable loops where potential for cable damage exists.
- C. Rigid Restraints: Use MFMA-4 steel channel (strut), steel angle, or steel pipe for structural element; suitable for both compressive and tensile design loads.

PART 3 EXECUTION**3.1 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive vibration isolation and/or seismic control components and associated attachments.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install products in accordance with applicable requirements of NECA 1 (general workmanship).
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- D. Secure fasteners according to manufacturer's recommended torque settings.
- E. Install flexible conduit and cable connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.
- F. Vibration Isolation Systems:
 - 1. Vibration-Isolated Equipment Support Bases:
 - a. Provide specified minimum clearance beneath base.
 - 2. Spring Isolators:
 - a. Position equipment at operating height; provide temporary blocking as required.
 - b. Lift equipment free of isolators prior to lateral repositioning to avoid damage to isolators.
 - c. Level equipment by adjusting isolators gradually in sequence to raise equipment uniformly such that excessive weight or stress is not placed on any single isolator.
 - 3. Isolator Hangers:
 - a. Use precompressed isolator hangers where required to facilitate installation and prevent damage to equipment utility connection provisions.
 - b. Locate isolator hangers at top of hanger rods in accordance with manufacturer's instructions.
 - 4. Clean debris from beneath vibration-isolated equipment that could cause short-circuiting of isolation.
 - 5. Use elastomeric grommets for attachments where required to prevent short-circuiting of isolation.
 - 6. Adjust isolators to be free of isolation short circuits during normal operation.
 - 7. Do not overtighten fasteners such that resilient material isolator pads are compressed beyond manufacturer's maximum recommended deflection.
- G. Seismic Controls:
 - 1. Provide specified snubbing element air gap; remove any factory-installed spacers, debris or other obstructions.
 - 2. Use only specified components, anchorage, and hardware evaluated by seismic design. Comply with conditions of seismic certification where applicable.
 - 3. Where mounting hole diameter exceeds bolt diameter by more than 0.125 inch, use epoxy grout, elastomeric grommet, or welded washer to reduce clearance to 0.125 inch or less.
 - 4. Equipment with Sheet Metal Housings:
 - a. Use Belleville washers to distribute stress over a larger surface area of the sheet metal connection interface as approved by manufacturer.
 - b. Attach additional steel as approved by manufacturer where required to transfer loads to structure.

- c. Where mounting surface is irregular, do not shim housing; reinforce housing with additional steel as approved by manufacturer.
5. Concrete Housekeeping Pads:
 - a. Size in accordance with seismic design to meet anchor requirements.
 - b. Install pad reinforcement and doweling in accordance with seismic design to ensure integrity of pad and associated connection to slab.
6. Seismic Restraint Systems:
 - a. Do not attach seismic restraints and gravity supports to dissimilar parts of structure that may move differently during an earthquake.
 - b. Install restraints within permissible angles in accordance with seismic design.
 - c. Install cable restraints straight between component/run and structural attachment; do not bend around other nonstructural components or structural elements.
 - d. Install cable restraints for vibration-isolated components slightly slack to prevent short-circuiting of isolation.
 - e. Install hanger rod stiffeners where indicated using only specified clamps; do not weld stiffeners to hanger rod.

3.3 FIELD QUALITY CONTROL

- A. Inspect vibration isolation and/or seismic control components for damage and defects.
- B. Vibration Isolation Systems:
 1. Verify isolator static deflections.
 2. Verify required clearance beneath vibration-isolated equipment support bases.
 3. Verify vibration isolation performance during normal operation; investigate sources of isolation short circuits.
- C. Seismic Controls:
 1. Verify snubbing element air gaps.
- D. Correct deficiencies and replace damaged or defective vibration isolation and/or seismic control components.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Underground warning tape.
- E. Warning signs and labels.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.3 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 70E - Standard for Electrical Safety in the Workplace; 2024.
- C. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
 - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
 - 2. Do not install identification products until final surface finishes and painting are complete.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.7 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS**2.1 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

- a. Panelboards:
 - 1) Identify power source and circuit number. Include location when not within sight of equipment.
 - 2) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
 - 3) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - b. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number. Include location when not within sight of equipment.
 - c. Enclosed Contactors:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.
 - 3) Identify load(s) and associated circuits controlled. Include location.
 - d. Transfer Switches:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
 - 3) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.
 2. Use identification label or handwritten text using indelible marker on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
 3. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
 - a. Service equipment.
 - b. Industrial control panels.
 - c. Motor control centers.
 - d. Elevator control panels.
 - e. Industrial machinery.
 4. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
 - a. Minimum Size: 3.5 by 5 inches.
 - b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
- B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
 3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
 - a. At each source and load connection.
 - b. Within boxes when more than one circuit is present.
 - c. Within equipment enclosures when conductors and cables enter or leave the enclosure.

4. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.
 5. Use underground warning tape to identify direct buried cables.
- C. Identification for Raceways:
1. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.
 2. Use underground warning tape to identify underground raceways.
- D. Identification for Boxes:
1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
- E. Identification for Devices:
1. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

2.2 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
 2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
 - a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
 3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
 4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
 5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 - a. Use only for indoor locations.
 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
 2. Legend:
 - a. Equipment designation or other approved description.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height:
 - a. Equipment Designation: 1/2 inch.
 5. Color:
 - a. Normal Power System: White text on black background.
- D. Format for Caution and Warning Messages:
1. Minimum Size: 2 inches by 4 inches.
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 1/2 inch.
 5. Color: Black text on yellow background unless otherwise indicated.

- E. Format for Receptacle Identification:
 - 1. Minimum Size: 3/8 inch by 1.5 inches.
 - 2. Legend: Power source and circuit number or other designation indicated.
 - 3. Text: All capitalized unless otherwise indicated.
 - 4. Minimum Text Height: 3/16 inch.
 - 5. Color: Black text on clear background.
- F. Format for Control Device Identification:
 - 1. Minimum Size: 3/8 inch by 1.5 inches.
 - 2. Legend: Load controlled or other designation indicated.
 - 3. Text: All capitalized unless otherwise indicated.
 - 4. Minimum Text Height: 3/16 inch.
 - 5. Color: Black text on clear background.

2.3 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.

2.4 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- C. Legend: Type of service, continuously repeated over full length of tape.

2.5 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
 - 1. Materials:
 - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
 - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
 - 3. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION**3.1 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Flush-Mounted Equipment: Inside of equipment door.
 - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 4. Elevated Equipment: Legible from the floor or working platform.
 - 5. Branch Devices: Adjacent to device.
 - 6. Interior Components: Legible from the point of access.
 - 7. Conduits: Legible from the floor.
 - 8. Boxes: Outside face of cover.
 - 9. Conductors and Cables: Legible from the point of access.
 - 10. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Secure rigid signs using stainless steel screws.
- H. Mark all handwritten text, where permitted, to be neat and legible.

3.3 FIELD QUALITY CONTROL

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

**SECTION 26 24 16
PANELBOARDS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
 - 1. Includes requirements for the seismic qualification of equipment specified in this section.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e, with Amendments (2022).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2015.
- D. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- E. NEMA PB 1 - Panelboards; 2011.
- F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000V or Less; 2023.
- G. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- K. UL 67 - Panelboards; Current Edition, Including All Revisions.
- L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- M. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.
- N. UL 1053 - Ground-Fault Sensing and Relaying Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify Owner of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- B. Manufacturer's equipment seismic qualification certification.
- C. Source Quality Control Test Reports: Include reports for tests designated in NEMA PB 1 as routine tests.
- D. Field Quality Control Test Reports.
- E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.8 FIELD CONDITIONS

- A. Maintain ambient temperature within the following limits during and after installation of panelboards:
 1. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

PART 2 PRODUCTS

2.1 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Seismic Qualification: Provide panelboards and associated components suitable for application under the seismic design criteria specified in Section 26 05 48 where required. Include certification of compliance with submittals.

- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- D. Short Circuit Current Rating:
 - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
 - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
 - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - b. Outdoor Locations: Type 3R.
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - b. Increase gutter space as required where sub-feed lugs, feed-through lugs, gutter taps, or oversized lugs are provided.
 - 3. Fronts:
 - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
 - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
 - c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
 - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- K. Ground Fault Protection: Where ground-fault protection is indicated, provide system listed and labeled as complying with UL 1053.
- L. Load centers are not acceptable.

2.2 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
 - 1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
 - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
 - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.

2. Phase and Neutral Bus Material: Aluminum or copper.
 3. Ground Bus Material: Aluminum or copper.
- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
1. Provide surface-mounted or flush-mounted enclosures as indicated.
 2. Provide clear plastic circuit directory holder mounted on inside of door.

2.3 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
 - 1) 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
 - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
 3. Conductor Terminations:
 - a. Lug Material: Copper, suitable for terminating copper conductors only.
 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
 - a. Provide field-adjustable magnetic instantaneous trip setting for circuit breaker frame sizes 225 amperes and larger.
 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
 6. Provide the following circuit breaker types where indicated:
 - a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.
 7. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.

2.4 SOURCE QUALITY CONTROL

- A. Factory test panelboards according to NEMA PB 1.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

- E. Provide required support and attachment in accordance with Section 26 05 29.
- F. Provide required seismic controls in accordance with Section 26 05 48.
- G. Install panelboards plumb.
- H. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- I. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- J. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- K. Provide grounding and bonding in accordance with Section 26 05 26.
- L. Install all field-installed branch devices, components, and accessories.
- M. Set field-adjustable ground fault protection pickup and time delay settings as indicated.
- N. Provide filler plates to cover unused spaces in panelboards.

3.3 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than 100 amperes. Tests listed as optional are not required.
- C. Ground Fault Protection Systems: Test in accordance with manufacturer's instructions as required by NFPA 70.
- D. Test GFCI circuit breakers to verify proper operation.
- E. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.4 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.

3.5 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

**SECTION 26 32 13
ENGINE GENERATORS**

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Packaged engine generator system and associated components and accessories:
 - 1. Engine and engine accessory equipment.
 - 2. Alternator (generator).
 - 3. Generator set control system.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
 - 1. Includes requirements for the seismic qualification of equipment specified in this section.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. ASTM D975 - Standard Specification for Diesel Fuel; 2026a.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA/EGSA 404 - Standard for Installing Generator Sets; 2014.
- D. NEMA MG 00001 - Motors and Generators; 2024.
- E. NFPA 30 - Flammable and Combustible Liquids Code; 2024, with Errata (2025).
- F. NFPA 37 - Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines; 2024, with Amendment.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. NFPA 99 - Health Care Facilities Code; 2024, with Errata.
- I. NFPA 110 - Standard for Emergency and Standby Power Systems; 2025.
- J. UL 1236 - Battery Chargers for Charging Engine-Starter Batteries; Current Edition, Including All Revisions.
- K. UL 2200 - Stationary Engine Generator Assemblies; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate compatibility of generator sets to be installed with work provided under other sections or by others.
 - 2. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment or other potential obstructions within the spaces dedicated for engine generator system.
 - 3. Coordinate arrangement of equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 4. Coordinate the work to provide electrical circuits suitable for the power requirements of the actual auxiliary equipment and accessories to be installed.
 - 5. Notify Owner of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product, including ratings, configurations, dimensions, finishes, weights, service condition requirements, and installed features. Include alternator starting capabilities, engine fuel consumption rates, and cooling, combustion air, and exhaust requirements.
 - 1. Include generator set sound level test data.
 - 2. Include characteristic trip curves for overcurrent protective devices upon request.
 - 3. Include alternator thermal damage curve upon request.
- B. Shop Drawings: Include dimensioned plan views and sections indicating locations of system components, required clearances, and field connection locations. Include system interconnection schematic diagrams showing all factory and field connections.
 - 1. Identify mounting conditions required for equipment seismic qualification.
- C. Manufacturer's equipment seismic qualification certification.
- D. Derating Calculations: Indicate ratings adjusted for applicable service conditions.
- E. Fuel Storage Tank Calculations: Indicate maximum running time for generator set configuration provided.
- F. Specimen Warranty: Submit sample of manufacturer's warranty.
- G. Evidence of qualifications for installer.
- H. Evidence of manufacturer approval for use of flexible reusable and removable blanket insulation for engine.
- I. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of product.
- J. Manufacturer's factory emissions certification.
- K. Manufacturer's certification that products meet or exceed specified requirements.
- L. Source quality control test reports.
- M. Manufacturer's detailed field testing procedures.
- N. Field quality control test reports.
- O. Operation and Maintenance Data: Include detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
- P. Executed Warranty: Submit documentation of final executed warranty completed in Owner's name and registered with manufacturer.

1.6 QUALITY ASSURANCE

- A. Comply with the following:
 - 1. NFPA 70 (National Electrical Code).
 - 2. NFPA 37 (Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines).
 - 3. NFPA 30 (Flammable and Combustible Liquids Code).
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
 - 1. Authorized service facilities located within 200 miles of project site.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience with engine generator systems of similar size, type, and complexity; manufacturer's authorized installer.

- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store generator sets in accordance with manufacturer's instructions and NECA/EGSA 404.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's instructions to avoid damage to generator set components, enclosure, and finish.

1.8 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.9 WARRANTY

- A. Provide minimum one year manufacturer warranty covering repair or replacement due to defective materials or workmanship.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Packaged Engine Generator Set:
 - 1. Caterpillar Inc: www.cat.com/#sle.
- B. Source Limitations: Furnish engine generator sets and associated components and accessories produced by single manufacturer and obtained from single supplier.

2.2 PACKAGED ENGINE GENERATOR SYSTEM

- A. Provide new engine generator system consisting of all required equipment, sensors, conduit, boxes, wiring, piping, supports, accessories, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. System Description:
 - 1. Application: Standby
 - 2. Configuration: Single packaged engine generator set operated independently (not in parallel).
 - 3. Total System Power Rating: As indicated on drawings, standby.
- D. Packaged Engine Generator Set:
 - 1. Type: Diesel (compression ignition).
 - 2. Power Rating: As indicated on drawings, standby.
 - 3. Voltage: As indicated on drawings.
- E. Generator Set General Requirements:
 - 1. Prototype tested in accordance with NFPA 110 for Level 1 systems.
 - 2. Factory-assembled, with components mounted on suitable base.
 - 3. List and label engine generator assembly as complying with UL 2200.
 - 4. Power Factor: Unless otherwise indicated, specified power ratings are at 0.8 power factor for three phase voltages and 1.0 power factor for single phase voltages.
 - 5. Provide suitable guards to protect personnel from accidental contact with rotating parts, hot piping, and other potential sources of injury.

6. Main Line Circuit Breakers: Provide factory-installed line side connections with suitable lugs for load side connections.
- F. Seismic Qualification: Provide engine generator assemblies and associated components suitable for application under the seismic design criteria specified in Section 26 05 48 where required. Include certification of compliance with submittals.
- G. Service Conditions: Provide engine generator system and associated components suitable for operation under the service conditions at the installed location.
 1. Altitude: less than 6,600 feet.
 2. Ambient Temperature: Between 0 and _____ degrees F.
- H. Starting and Load Acceptance Requirements:
 1. Cranking Method: Cycle cranking complying with NFPA 110 (15 second crank period, followed by 15 second rest period, with cranking limiter time-out after 3 cycles), unless otherwise required.
 2. Cranking Limiter Time-Out: If generator set fails to start after specified cranking period, indicate overcrank alarm condition and lock-out generator set from further cranking until manually reset.
 3. Start Time: Capable of starting and achieving conditions necessary for load acceptance within 10 seconds (NFPA 110, Type 10).
 4. Maximum Load Step: Supports 100 percent of rated load in one step.
- I. Exhaust Emissions Requirements:
 1. Comply with federal (EPA), state, and local regulations applicable at the time of commissioning; include factory emissions certification with submittals.
 2. Do not make modifications affecting generator set factory emissions certification without approval of manufacturer and Engineer. Where such modifications are made, provide field emissions testing as necessary for certification.
- J. Interface with building security DDC system. Refer to the Generator Points List on the drawings for monitoring points and alarms to be integrated into the DDC system.

2.3 ENGINE AND ENGINE ACCESSORY EQUIPMENT

- A. Provide engine with adequate horsepower to achieve specified power output at rated speed, accounting for alternator efficiency and parasitic loads.
- B. Engine Fuel System - Diesel (Compression Ignition):
 1. Fuel Source: Diesel, ASTM D975 No. 2-D or approved cold weather diesel blends.
 2. Fuel Storage: Main fuel tank (bulk tank) with day tank.
 3. Engine Fuel Supply: Provide engine-driven, positive displacement fuel pump with replaceable fuel filter(s), water separator, check valve to secure prime, manual fuel priming pump, and relief-bypass valve. Provide fuel cooler where recommended by manufacturer.
 4. Engine Fuel Connections: Provide suitable, approved flexible fuel lines for coupling engine to fuel source.
- C. Engine Starting System:
 1. System Type: Electric, with DC solenoid-activated starting motor(s).
 2. Battery(s):
 - a. Battery Type: Lead-acid.
 - b. Battery Capacity: Size according to manufacturer's recommendations for achieving starting and load acceptance requirements under worst case ambient temperature; capable of providing cranking through two complete periods of cranking limiter time-outs without recharging.
 - c. Provide battery rack, cables, and connectors suitable for the supplied battery(s); size battery cables according to manufacturer's recommendations for cable length to be installed.
 3. Battery-Charging Alternator: Engine-driven, with integral solid-state voltage regulation.

4. Battery Charger:
 - a. Provide dual rate battery charger with automatic float and equalize charging modes and minimum rating of 10 amps; suitable for maintaining the supplied battery(s) at full charge without manual intervention.
 - b. Capable of returning supplied battery(s) from fully discharged to fully charged condition within 24 hours, as required by NFPA 110 for Level 1 applications while carrying normal loads.
 - c. Listed as complying with UL 1236.
 - d. Furnished with integral overcurrent protection; current limited to protect charger during engine cranking; reverse polarity protection.
 - e. Provide integral DC output ammeter and voltmeter with five percent accuracy.
 - f. Provide alarm output contacts as necessary for alarm indications.
- D. Engine Speed Control System (Governor):
 1. Single Engine Generator Sets (Not Operated in Parallel): Provide electronic isochronous governor for controlling engine speed/alternator frequency.
 2. Generator Sets Used with Closed Transition Transfer Switches: Provide electronic isochronous governor with frequency regulation suitable for transfer.
 3. Frequency Regulation, Electronic Isochronous Governors: No change in frequency from no load to full load; plus/minus 0.25 percent at steady state.
- E. Engine Lubrication System:
 1. System Type: Full pressure, with engine-driven, positive displacement lubrication oil pump, replaceable full-flow oil filter(s), and dip-stick for oil level indication. Provide oil cooler where recommended by manufacturer.
- F. Engine Cooling System:
 1. System Type: Closed-loop, liquid-cooled, with unit-mounted radiator/fan and engine-driven coolant pump; suitable for providing adequate cooling while operating at full load under worst case ambient temperature.
 2. Fan Guard: Provide suitable guard to protect personnel from accidental contact with fan.
 3. Ducted Radiators: Where ducted radiator air discharge is to be field-installed, provide suitable radiator duct flange/adaptor.
 4. Coolant Heater: Provide thermostatically controlled coolant heater to improve starting under cold ambient conditions; size according to manufacturer's recommendations for achieving starting and load acceptance requirements under worst case ambient temperature.
- G. Engine Air Intake and Exhaust System:
 1. Air Intake Filtration: Provide engine-mounted, replaceable, dry element filter.
 2. Engine Exhaust Connection: Provide suitable, approved flexible connector for coupling engine to exhaust system.
 3. Exhaust Silencer: Provide critical grade or better exhaust silencer with sound attenuation not less than basis of design; select according to manufacturer's recommendations to meet sound performance requirements, where specified.
- H. Engine Accessories:
 1. Flexible Removable and Reusable Blanket Insulation for Factory-Installed Exhaust Systems:
 - a. Description: Custom cut and fabricated, removable and reusable blanket insulation system, consisting of inner liner, insulation layer, outer protective jacket, and fastening system.
 - b. Provide insulation system based on surface temperature of engine, installed location of engine, associated piping, and maximum safe-to-touch temperature of jacketing.
 - c. Performance Criteria:
 - 1) Safe-to-Touch Temperature of Jacketing: 140 degrees F.
 - 2) Generator Room or Enclosure Ambient Temperature, High: 85 degrees F.

- 3) Generator Room or Enclosure Ambient Temperature, Low: 40 degrees F.

2.4 ALTERNATOR (GENERATOR)

- A. Alternator: 4-pole, 1800 rpm (60 Hz output) revolving field, synchronous generator complying with NEMA MG 00001; connected to engine with flexible coupling; voltage output configuration as indicated, with reconnectable leads for 3 phase alternators.
- B. Exciter:
 1. Exciter Type: Brushless; provide permanent magnet generator (PMG) excitation system; self-excited (shunt) systems are not permitted.
 2. PMG Excitation Short-Circuit Current Support: Capable of sustaining 300 percent of rated output current for 10 seconds.
 3. Voltage Regulation (with PMG excitation): Plus/minus 0.5 percent for any constant load from no load to full load.
- C. Temperature Rise: Comply with UL 2200.
- D. Insulation System: NEMA MG 00001, Class H; suitable for alternator temperature rise.
- E. Enclosure: NEMA MG 00001, drip-proof.
- F. Total Harmonic Distortion: Not greater than five percent.
- G. Alternator Heater: Provide strip heater to prevent moisture condensation on alternator windings.

2.5 GENERATOR SET CONTROL SYSTEM

- A. Provide microprocessor-based control system for automatic control, monitoring, and protection of generator set. Include sensors, wiring, and connections necessary for functions/indications specified.
- B. Control Panel:
 1. Control Panel Mounting: Unit-mounted unless otherwise indicated; vibration isolated.
 2. Generator Set Control Functions:
 - a. Automatic Mode: Initiates generator set start/shutdown upon receiving corresponding signal from remote device (e.g. automatic transfer switch).
 - b. Manual Mode: Initiates generator set start/shutdown upon direction from operator.
 - c. Reset Mode: Clears all faults, allowing generator set restart after a shutdown.
 - d. Emergency Stop: Immediately shuts down generator set (without time delay) and prevents automatic restarting until manually reset.
 - e. Cycle Cranking: Programmable crank time, rest time, and number of cycles.
 - f. Time Delay: Programmable for shutdown (engine cooldown) and start (engine warmup).
 - g. Voltage Adjustment: Adjustable through range of plus/minus 5 percent.
 3. Generator Set Status Indications:
 - a. Voltage (Volts AC): Line-to-line, line-to-neutral for each phase.
 - b. Current (Amps): For each phase.
 - c. Frequency (Hz).
 - d. Real power (W/kW).
 - e. Reactive power (VAR/kVAR).
 - f. Apparent power (VA/kVA).
 - g. Power factor.
 - h. Duty Level: Actual load as percentage of rated power.
 - i. Engine speed (RPM).
 - j. Battery voltage (Volts DC).
 - k. Engine oil pressure.
 - l. Engine coolant temperature.
 - m. Engine run time.

- n. Generator powering load (position signal from transfer switch).
- 4. Generator Set Protection and Warning/Shutdown Indications:
 - a. Comply with NFPA 110; configurable for NFPA 110 Level 1 or Level 2, or NFPA 99 systems including but not limited to the following protections/indications:
 - 1) Overcrank (shutdown).
 - 2) Low coolant temperature (warning).
 - 3) High coolant temperature (warning).
 - 4) High coolant temperature (shutdown).
 - 5) Low oil pressure (shutdown).
 - 6) Overspeed (shutdown).
 - 7) Low fuel level (warning).
 - 8) Low coolant level (warning/shutdown).
 - 9) Generator control not in automatic mode (warning).
 - 10) High battery voltage (warning).
 - 11) Low cranking voltage (warning).
 - 12) Low battery voltage (warning).
 - 13) Battery charger failure (warning).
 - b. In addition to NFPA 110 requirements, provide the following protections/indications:
 - 1) High AC voltage (shutdown).
 - 2) Low AC voltage (shutdown).
 - 3) High frequency (shutdown).
 - 4) Low frequency (shutdown).
 - 5) Overcurrent (shutdown).
 - c. Provide contacts for local and remote common alarm.
 - d. Provide lamp test function that illuminates all indicator lamps.
- 5. Other Control Panel Features:
 - a. Event log.
 - b. Communications Capability: Compatible with system indicated. Provide all accessories necessary for proper interface.
 - c. Remote monitoring capability via PC.
- C. Remote Annunciator:
 - 1. Remote Annunciator Mounting: Wall-mounted; Provide flush-mounted annunciator for finished areas and surface-mounted annunciator for non-finished areas unless otherwise indicated.
 - 2. Generator Set Status Indications:
 - a. Generator powering load (via position signal from transfer switch).
 - b. Communication functional.
 - 3. Generator Set Warning/Shutdown Indications:
 - a. Comply with NFPA 110; configurable for NFPA 110 Level 1 or Level 2, or NFPA 99 systems including but not limited to the following indications:
 - 1) Overcrank (shutdown).
 - 2) Low coolant temperature (warning).
 - 3) High coolant temperature (warning).
 - 4) High coolant temperature (shutdown).
 - 5) Low oil pressure (shutdown).
 - 6) Overspeed (shutdown).
 - 7) Low fuel level (warning).
 - 8) Low coolant level (warning/shutdown).
 - 9) Generator control not in automatic mode (warning).
 - 10) High battery voltage (warning).
 - 11) Low cranking voltage (warning).
 - 12) Low battery voltage (warning).
 - 13) Battery charger failure (warning).

- b. Provide audible alarm with silence function.
 - c. Provide lamp test function that illuminates all indicator lamps.
- D. Remote Emergency Stop: Provide approved red, mushroom style remote emergency stop button where indicated or required by authorities having jurisdiction.

2.6 SOURCE QUALITY CONTROL

- A. Perform production tests on generator sets at factory to verify operation and performance characteristics prior to shipment. Include certified test report with submittals.
- B. Generator Set production testing to include, at a minimum:
 - 1. Operation at rated load and rated power factor.
 - 2. Single step load pick-up.
 - 3. Transient and steady state voltage and frequency performance.
 - 4. Operation of safety shutdowns.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of generator sets and auxiliary equipment are consistent with the indicated requirements.
- C. Verify that rough-ins for field connections are in the proper locations.
- D. Verify that mounting surfaces are ready to receive equipment.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install generator sets and associated accessories in accordance with NECA/EGSA 404.
- D. Arrange equipment to provide minimum clearances and required maintenance access.
- E. Provide required support and attachment in accordance with Section 26 05 29.
- F. Provide required vibration isolation and/or seismic controls in accordance with Section 26 05 48.
- G. Use manufacturer's recommended oil and coolant, suitable for the worst case ambient temperatures.
- H. Provide diesel fuel piping and venting in accordance with Section 23 11 13, where not factory installed.
- I. Provide duct for cooling air intake/exhaust in accordance with Section 23 31 00.
- J. Provide engine exhaust piping in accordance with Section 23 51 00, where not factory installed.
 - 1. Include piping expansion joints, piping insulation, thimble, condensation trap/drain, rain cap, hangers/supports, etc. as indicated or as required.
 - 2. Do not exceed manufacturer's maximum back pressure requirements.
- K. Do not insulate piping for engine components restricted by manufacturer.
- L. Install exhaust silencer in accordance with Section 23 51 00, where not factory installed.
- M. Provide grounding and bonding in accordance with Section 26 05 26.
- N. Identify system wiring and components in accordance with Section 26 05 53.

3.3 FIELD QUALITY CONTROL

- A. Notify Owner and Architect at least two weeks prior to scheduled inspections and tests.
- B. Notify authorities having jurisdiction and comply with their requirements for scheduling inspections and tests and for observation by their personnel.
- C. Provide all equipment, tools, and supplies required to accomplish inspection and testing, including load bank and fuel.
- D. Preliminary inspection and testing to include, at a minimum:
 - 1. Inspect each system component for damage and defects.
 - 2. Verify tightness of mechanical and electrical connections are according to manufacturer's recommended torque settings.
 - 3. Check for proper oil and coolant levels.
- E. Prepare and start system in accordance with manufacturer's instructions.
- F. Perform acceptance test in accordance with NFPA 110.
- G. Inspection and testing to include, at a minimum:
 - 1. Verify compliance with starting and load acceptance requirements.
 - 2. Verify voltage and frequency; make required adjustments as necessary.
 - 3. Verify phase sequence.
 - 4. Verify control system operation, including safety shutdowns.
 - 5. Verify operation of auxiliary equipment and accessories (e.g. battery charger, heaters, etc.).
 - 6. Perform load tests in accordance with NFPA 110 (1.5 hour building load test followed by 2 hour full load test).
- H. Provide field emissions testing where necessary for certification.
- I. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.
- J. Submit detailed reports indicating inspection and testing results and corrective actions taken.

3.4 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.5 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of system to Owner, and correct deficiencies or make adjustments as directed.
- B. Training: Train Owner's personnel on operation, adjustment, and maintenance of system.
 - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
 - 2. Provide minimum of four hours of training.
 - 3. Location: At project site.
- C. After successful acceptance test and just prior to Substantial Completion, replace air, oil, and fuel filters and fill fuel storage tank.

3.6 PROTECTION

- A. Protect installed engine generator system from subsequent construction operations.

END OF SECTION