



ITB #23-1083

SCF Backup Generator Installation  
Construction Documents

October 19, 2022  
Project Manual

**PROJECT DIRECTORY**

**OWNER**

**SOUTHCENTRAL FOUNDATION**

4501 DIPLOMACY DRIVE  
ANCHORAGE, AK 99508  
P. (907) 729-4955  
F. (907) 729-5000

**PROJECT/CONSTRUCTION MANAGER**

**SOUTHCENTRAL FOUNDATION**

SHAWN GLENN  
PROJECT MANAGER  
4155 TUDOR CENTRE DRIVE  
ANCHORAGE, ALASKA 99508

**ARCHITECT**

**KPB Architects**

500 L STREET, SUITE 400  
ANCHORAGE, AK 99501  
P. (907) 274-7443

**CIVIL ENGINEER**

**EBSC Engineering, LLC**

11301 OLIVE LANE  
ANCHORAGE, AK 99515  
P. (907) 222-1085

**STRUCTURAL ENGINEER**

**Reid Middleton**

4300 B STREET, SUITE 302  
ANCHORAGE, AK 99503  
P. (907) 562-3439

**ELECTRICAL ENGINEER**

**RSA Engineering, Inc.**

670 WEST FIREWEED LANE, SUITE 200  
ANCHORAGE, AK 99503  
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### **SUPPLEMENTARY DOCUMENTS**

2021-0924\_SCF GENSET\_Q-HOUSE\_CALC PACKAGE\_DS.PDF

2022-0308\_SCF\_Q\_HOUSE\_GENERATOR DWGS\_PERMIT.PDF

261300-06 SWITCHGEAR\_Q HOUSE RSA REVIEW.PDF

263200-07-1 GENERATOR- Q HOUSE RSA REVIEW.PDF

**INVITATION TO BIDDERS – Southcentral Foundation Backup Generator Installation**  
**ISSUE DATE: October 17, 2022**

Southcentral Foundation will receive sealed bids for the Southcentral Foundation Backup Generator Installation located at 225 Eagle Street, Anchorage, Alaska, 99501. Bids should be sent to Southcentral Foundation's Contracts office located at 7033 E Tudor Road, Anchorage, Alaska 99507, Attn: Kate Lynch, Contracts Specialist. **Bids must be received by November 18, 2022 at 2:00 PM Alaska Standard Time (AST).** Bids will then be publicly opened and read aloud on a conference call to be scheduled for later that same day. Following this public bid opening, bids will be evaluated by select Southcentral Foundation Staff. Bids submitted after the date and time listed above will not be considered.

**General Scope of Work:** Southcentral Foundation is installing a backup generator at the Qujana Clubhouse, located at 225 Eagle Street, Anchorage Alaska, 99501. Contractors will review existing conditions and prepare a bid based on the information contained in the drawings dated March 8, 2022, and calculations and submittal information included with this Project Manual. Additionally, the contractor shall comply with Southcentral Foundation's administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, submittals, and other tasks required under the contract. The proposal documents and drawings are available on SCF's website at: <https://www.southcentralfoundation.com/about-us/procurement/>

The Pre-bidder's conference will be held on **October 27, 2022, 11:00 AM ADT** at the Qujana Clubhouse, 225 Eagle Street, Anchorage Alaska, 99501.

Alaska Native/ American Indian (AN/AI) preference in contracting is applicable and bidders stating native preference must provide a completed statement and proof of Native ownership with the bid. AN/AI owned firms will be awarded a 5% preference. Award of a firm, fixed-price contract for the specified work will be made in accordance with Southcentral Foundation's procurement policies. No bid shall be withdrawn for a period of thirty (30) days subsequent to the submission date without the written consent of Southcentral Foundation.

Southcentral Foundation reserves the right to reject any and all bids, accept other than the lowest bid, and/or waive informalities or irregularities in bids received whenever such rejection, acceptance, and/or waiver is in the best interest of Southcentral Foundation.

Shawn Glenn  
Project Manager

**PART 1 - GENERAL****1.01 PROJECT GENERAL DESCRIPTION**

Southcentral Foundation is installing a backup generator to serve the Quiana Clubhouse located at 225 Eagle Street, Anchorage, AK 99501. Contractors will review existing conditions and prepare a bid based on the information contained in this project manual and the drawings dated March 8, 2022, and calculations and submittal information included with this Project Manual.

Note that all materials indicated in the 'Scope of Supply' section of the included "Q House Generator.Rev2 Submittal Review" are to be supplied by the Owner and Installed by the Contractor. The materials listed in "Submittal No. 261000-06", included with this Project Manual, will also be supplied by the Owner and are to be installed by the Contractor. All wiring, conduit, junction boxes, reinforcement, concrete, and any and all other materials not explicitly indicated to be supplied by the Owner, but necessary for a complete and functional installation, shall be supplied and installed by the Contractor. All Owner supplied materials will be delivered to the project site and are expected to be onsite before or by the time the Notice to Proceed is issued. The Contractor is responsible for coordination of Owner supplied materials, including placement, and installation.

Additionally, the contractor shall comply with all administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, submittals, and other tasks required under the contract. Due to the occupied nature of the building, non-disruptive work may commence Monday – Friday from 6:00 AM to 5:00 PM. Any disruptive work must be completed outside the hours indicated above.

**Project Site**

The SCF Quiana Clubhouse is located at 225 Eagle Street in Anchorage, Alaska 99501.

**Project Schedule**

Construction is anticipated to begin in the Winter of 2022 with Substantial Completion in early Summer of 2023.

**Alaska Native/American Indian Preference**

Alaska Native/American Indian "AN/AI" preference in contracting is applicable and bidders stating native preference must provide a completed statement and proof of Native ownership with the bid. AN/AI owned firms will be awarded a 5% preference. Award of a firm, fixed-price contract for the specified work will be made in accordance with Southcentral Foundation's procurement policies. No bid shall be withdrawn for a period of thirty (30) days subsequent to the submission date without the written consent of Southcentral Foundation.

Owner Background

Southcentral Foundation (SCF) is an Alaska Native-owned healthcare organization serving an estimated 56,146 Alaska Native and American Indian people living in Anchorage, the Matanuska-Susitna Valley, and 60 rural villages in the Anchorage Service Unit (ASU). SCF's first P.L. 93-638 contract with the Alaska Area Native Health Service began in 1984 to provide dentistry, optometry, community health representatives and injury control services. Substance abuse treatment was added in 1987.

In 1998, SCF assumed ownership and management of the Anchorage Native Primary Care Center (ANPCC), which serves the entire Native population of the state - an estimated 130,682 people. In January 1999, SCF and the Alaska Native Tribal Health Consortium signed an agreement to take over management of the Alaska Native Medical Center from the Indian Health Service. With this transition, Alaska became the first state in the nation to have all its health facilities for Native Americans managed by Native organizations.

Project Team Members

SCF will hold the construction contracts for the project.

The project scope includes coordination with SCF's Staff. The Contractor is also responsible for project closeout including to coordinate the commissioning with generator provider 49<sup>th</sup> State Power.

The Construction Manager will issue and evaluate all proposals under this Bid, negotiate a contract with the successful Bidder, in coordination with the SCF Contracts Department, and administer the planning and construction of the project.

This Invitation to Bid (ITB) invites Bidders to respond to a fixed set of criteria for the project and a Stipulated Price contract form. Within the framework of this ITB, the Construction Manager will review bids to assess each Bidder's submitted price and capabilities to deliver a quality and efficient project that is the most advantageous to the owner. This set of qualifications described in detail in this ITB, will be considered a baseline by which submitted bids will be evaluated.

**1.02 SPECIFIED DATES**

Public Advertisement	October 19, 2022
Pre-bid Conference	October 27, 2022 (11AM AKDT)
Bids Due	November 18, 2022 (2PM AKST)
Anticipated Notice of Intent to Award	November 29, 2022
Anticipated Preconstruction Conference and NTP	December 8, 2022
Estimated Substantial Completion	June 30, 2023

**1.03 RECEIPT AND OPENING OF PROPOSALS****A. Envelope Format**

All envelopes shall be clearly marked with the following:

Attn: Kate Lynch, Contracts Specialist  
SEALED BIDS: SCF Backup Generator Installation  
7033 East Tudor Road  
Anchorage, Alaska 99507

**B. Electronic Submission of Bids:**

In addition to the hard copy of the bid package submitted in 1.03, A. above, bidders shall also submit an electronic copy by email to the SCF Contracts Specialist at [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) before the deadline.

**C. Time and Opening:**

Bids must be submitted prior to the time specified in section 001116 of this ITB, and the exact date and time of receipt will be recorded. Late submittals will not be considered but will be held unopened until the time of notice of intent to award and then returned to the sender unless other methods of disposition are requested or agreed to by the sender. Bids will be opened at the location specified in section 001116 of this ITB.

**D. Facsimile/telegraphic/telephonic Bids**

Facsimile/telegraphic/telephonic bids will not be considered.

**E. Officer's Responsibility**

No responsibility will attach to an officer or agent of Southcentral Foundation for the premature opening of, or the failure to open a proposal not properly addressed and identified.

**F. Bidder's Responsibility**

Bidder shall register with Southcentral Foundation. Register by confirming your intent to provide a proposal, by emailing [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) and include both the ITB number and title in your email when you register. The bidder is also responsible for checking SCF's procurement website to obtain any issued addenda, changes, and/or updates to the Invitation to Bid, prior to submitting your proposal, to assure compliance with the most up to date information.



**1.04 WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic requests received from a Bidder prior to the time specified for submittal. Bids not withdrawn prior to the specified time may not be withdrawn for a period of thirty (30) days following the date specified for submittal.

**1.05 EXAMINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS**

- A. The Bidder shall review all the proposed contract documents to ascertain all of the requirements of the work.
- B. In addition to the Pre-bid Conference, Bidders may schedule time to examine the site with Shawn Glenn, SCF Project Manager. During the site examination, Bidders or their subcontractors may perform destructive investigation to mitigate unknown or covered work scope. Any destructive investigation on the part of the Bidder must not interrupt service in the rest of the building.
- C. The Bidder shall examine carefully this ITB and contract forms before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and terms of the contract, and Southcentral Foundation will rely on such admissions.
- D. For the convenience of interested prospective Bidders, complete sets of the proposal documents are on file at the following locations.

[www.southcentralfoundation.com/about-us/procurement/](http://www.southcentralfoundation.com/about-us/procurement/)

- E. Southcentral Foundation will not issue sets of proposal documents.

**1.06 METHOD FOR CLARIFICATION**

- A. Any Bidder in doubt as to the true meaning of any part of the documents may submit to Southcentral Foundation, a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery not less than seven (7) working days prior to the date set for opening of proposals. Questions can be emailed to: [scfcontracts@southcentralfoundation.com](mailto:scfcontracts@southcentralfoundation.com)
- B. Questions, which in the opinion of the Project Team require a reply, will be answered by issuing an addendum to all Bid holders prior to the bid opening.

Southcentral Foundation will not be responsible for any other explanation or interpretation of the specifications or other documents made or given prior to opening the proposal.

**1.09 PREPARATION AND SUBMISSION OF BIDS**

A. Preparation and Submission:

Bids must be submitted on the forms furnished or copies thereof, and in accordance with the instructions to Bidders and must be manually signed. To secure consideration, the proposal must be submitted and sealed in an envelope on which the BID identification, described in 1.03 A., is plainly marked on the outside. The proposal forms are provided in the documents.

**NOTICE TO BIDDERS: PLEASE REMOVE THIS SECTION AND FORMS LISTED BELOW  
FROM THE REST OF THE MANUAL FOR SUBMISSION ON THE BID DUE DATE**

All responsive Bids MUST contain the following:

- |    |   |                          |
|----|---|--------------------------|
| 1. | 00 41 13 Bid Form – Stipulated Sum            | <input type="checkbox"/> |
| 2. | 00 43 13 Bid Security Form                    | <input type="checkbox"/> |
| 3. | 00 45 14 Statement of Bidder's Qualifications | <input type="checkbox"/> |
| 4. | 00 45 19 Non-Collusion Affidavit              | <input type="checkbox"/> |
| 5. | 00 45 20 Exhibit E - Davis Bacon Statement    | <input type="checkbox"/> |

**BID FORM, STIPULATED SUM****Project: SCF Backup Generator Installation, ITB #23-1083****Location: ANCHORAGE, ALASKA****Owner: Southcentral Foundation (SCF)**

- 1) The undersigned, having familiarized (himself/herself) (themselves) with the local conditions affecting the cost of work, and with the Specifications, including the Invitation To Bid (ITB), this Bid Form, the Form Of Contract A104-2017, the Supplementary Conditions - SCF Revision/Amendments to A104-2017, the SCF Statement of American Indian/Alaska Native Preference Requirements, the General Scope of the Work, and the Technical Specifications and Drawings, as prepared by SCF, and on file in the office of SCF, hereby proposes to furnish all labor, material, equipment and services required to construct and complete the project:

Bidder to submit fixed prices to complete the SCF Backup Generator Installation work shown in the attached drawings and the project manual. The work will occur next to an active medical campus; thus, noise mitigation, disruption planning is required.

- |    |   |          |
|----|---|----------|
| 1. | a) Total Base Bid 1, for SCF – Backup Generator Installation as shown and described on Drawings and Project Manual. | \$ _____ |
| 2. | a) <u>Only if claiming AN/AI Preference, record amount shown in 1. a) less 5%</u>                                   | \$ _____ |
| 3. | a) <b>TOTAL BASE BID PRICE [1. a) or 2. a) from above]</b>  | \$ _____ |

- 2) By submitting this bid, it is understood/acknowledged that the right is reserved by SCF to reject any and all bids at its sole discretion and for its convenience or benefit. The bidder

agrees to execute and deliver to SCF a contract in the prescribed form within ten (10) days after the date SCF mails or otherwise delivers to bidder SCF's written acceptance of this bid as the successful bid.

- 3) A Bid Guarantee based on 3. a) TOTAL BASE BID PRICE listed above in the sum of \_\_\_\_\_dollars (\$\_\_\_\_\_), in the form of \_\_\_\_\_is submitted in accordance with the Bid Documents.
- 4) I/We have enclosed with this Bid a Statement and proof of American Indian/Alaska Native Ownership.
- 5) I /We have enclosed with the bid the documents identified on the Bidder's Checklist
- 6) I/We further acknowledge receipt of the following addenda:
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- Addendum No.:\_\_\_\_\_Dated:\_\_\_\_\_
- 7) I/We further understand the penalty for making false statements in offers is prescribed by federal law in 18 U.S.C. 1001.

NAME OF BIDDER

OFFICIAL ADDRESS

BY:

Print Name and Title

Signature

Date

BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, that we,  
\_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held firmly bound into  
Southcentral Foundation hereinafter called SCF, five percent (5%) of the Base Bid, in  
the penal sum of (\$ \_\_\_\_\_), lawful money of the United States,  
for the payment of which sum will and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted  
the accompanying bid, dated \_\_\_\_\_ 2022, for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified  
therein after the opening of the same, or, if no period be specified, within thirty (30) days after  
the bid opening, and shall within the period specified therefore, or, if no period be specified  
within ten (10) days after the prescribed forms are presented to him for signature, enter into a  
written contract with SCF in accordance with the bid, as accepted, and give the required  
performance and payment security, for the faithful performance and proper fulfillment of such  
contract; or in the event of the withdrawal of said bid within the period specified, or the failure to  
enter into such contract and give such security within the time specified, if the Principal shall pay  
SCF the difference between the amount specified in said bid and the amount for which SCF  
may procure the required work or supplies or both, if the latter amount be in excess of the  
former, then the above obligation shall be void and of no effect; otherwise to remain in full force  
and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their  
several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2022, the name and  
corporate seal of each corporate party being hereto affixed and these present duly signed by its  
undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_

\_\_\_\_\_  
(Corporate)  
(Seal)  
(Surety)

### **MINIMUM BIDDER'S QUALIFICATION**

Bidders are required to meet the minimum qualifications listed below and must complete 00 45 14 Statement of Bidder's Qualifications. Bidders that do not meet these minimum qualifications should NOT submit a bid. The threshold values are listed below and represent the minimum requirements for a responsive bid. Bids from contractors who cannot document the required experience and qualifications will be returned after opening and not be considered for potential award.

- a. A contractor must have successfully completed a minimum of three (3) projects that involve the installation of Backup Generators in buildings of a similar size. Bidder must provide a list of the projects including the client name and current phone contact for each project on the Statement of Bidder's Qualifications.

**STATEMENT OF BIDDER'S QUALIFICATION**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder
2. Names of principals
3. Names of authorized signatories
4. Permanent main office address
5. When organized
6. Where incorporated
7. How many years have you been engaged in the contracting business under your present name?



8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business.

9. List all active projects.

10. Have you ever defaulted on a contract?      Yes      No  
If so, where and why?

11. Have you ever refused to sign a contract at your original bid?      Yes      No  
If yes, explain

12. Names, background experience and current workload of the principal members of your firm (including the officer and lead personnel assigned to this project).

Name	Background	Years in Contracting	Current Workload
------	------------	----------------------	------------------

13. Attach list of comparable construction contracts completed, indicating contract amount, project size, location, owner, start and end date, contact person and telephone number. Refer to Minimum Bidder's Qualifications, Section 00 45 13.
14. Attach a list of your primary subcontractors for this project.
15. Furnish written evidence of amount and type of credit available.
16. Attach 2020 and 2021 year-end Financial Statements.
17. Attach proof of Alaska Native / American Indian Ownership.
18. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by Southcentral Foundation? Yes No.

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Southcentral Foundation, in verification of the recitals comprising this Statement of Bidder's Qualification.

Dated at \_\_\_\_\_, this \_\_\_\_\_ 2022.  
(place) (day) (month)

(Name of Bidder)

By:  
(Signature of Bidder's Representative)

Title:

State of ALASKA)  
County of )ss  
)

\_\_\_\_\_, being duly sworn, deposes and says he is  
(individual signing above)

he is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(Date) (Month)

(Notary Public)

My Commission Expires: \_\_\_\_\_ (Date)

**FORM OF NON-COLLUSIVE AFFIDAVIT****AFFIDAVIT****(PRIME BIDDER)**

State of: \_\_\_\_\_

\_\_\_\_\_, Judicial District

\_\_\_\_\_, being first duly sworn, deposes and says:

"That he/she is the bidder, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the Southcentral Foundation or any person interested in the proposed contract; and that all statements in said proposal or bid are true."

Signature of: \_\_\_\_\_  
Bidder, if the bidder is an individual\_\_\_\_\_  
Partner, if the bidder is a Partnership\_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit E - STATEMENT OF COMPLIANCE (FEDERAL DAVIS-BACON ACT)**

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

Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
ContractorBy \_\_\_\_\_  
(Signature)By \_\_\_\_\_  
(Name and Title)STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)\_\_\_\_\_  
(Print Name of officer taking acknowledgment)\_\_\_\_\_  
(Title or rank)\_\_\_\_\_  
(Serial number, if any)

My commission expires:

## IMPORTANT NOTE:

The Agreement between the two parties will be the AIA Document A104 – 2017 which is available for review here: <https://www.aiacontracts.org/contract-documents/25121-owner-contractor-agreement>

The selected Bidder shall procure, and provide to SCF, an editable version of the AIA Document A104-2017. Any costs associated with obtaining the contract documents shall be the responsibility of the selected Bidder.

**SOUTHCENTRAL FOUNDATION TENANT IMPROVEMENT  
SUPPLEMENTARY CONDITIONS - REVISIONS/AMENDMENTS TO  
AGREEMENT (A104-2017)**

**A. ADD FOLLOWING NEW SECTIONS TO GENERAL CONDITIONS:**

**1. Conflict of Interest.** Contractor shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of federal law. During the term of this Agreement, at any time and from time to time, Contractor agrees to immediately notify Owner's Contract Administrator of all situations that fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Contractor agrees to submit a separate attachment to this Agreement for approval.

**2. Lobbying.** The undersigned representative of Contractor certifies, to the best of his or her knowledge and belief, that:

**2.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**2.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**2.3** Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**3. Debarment.** Contractor hereby certifies that it, its principals, and, if applicable, its subcontractors are not suspended, debarred, or otherwise determined to be ineligible for award of contract by any federal, state, or other governmental body. During the term of this Agreement, Contractor further agrees to immediately notify Owner if it, its principals or any of its subcontractors, are suspended, debarred, or otherwise determined to be ineligible for award of contract, by any federal, state, or other governmental body.

- 4. Americans with Disabilities Act.** All facilities must be constructed in compliance with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards (“UFAS”).
- 5. Federal Tort Claims Act.** To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 2680, as implemented (the “FTCA”), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.
- 6. Liens.** Contractor, any of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, “Subcontractors”) shall not permit the placing of any lien or any other encumbrance against any premises, work, or equipment as the result of Contractor’s failure to pay for all labor expended or equipment, supplies or materials used on the work under this Agreement. If any such lien or other encumbrance attaches, Contractor shall take immediate steps to have it removed or, ten (10) days after notice to Contractor, Owner shall have the absolute right to remove any such liens and Contractor shall pay Owner for all amounts paid, including costs and fees for removing such liens, without regard to the merits of the underlying claim or of any defenses thereto.
- 7. Media Contact.** Contractor, its employees, agents, and subcontractors shall not contact any member of the media as a representative of Owner without the prior written approval of the President/CEO of Owner or the Owner Authorizing Official, nor shall they use Owner’s name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the work performed pursuant to it.
- 8. Alaska Native/American Indian Preference In Employment and Training.** Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §450e(b), the Indian Self-Determination and Education Assistance Act, Contractor shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or “qualified individual disability status,” consistent with prevailing law.
- 9. Compliance with the Davis-Bacon Act.**
- 9.1** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 applicable.
- 9.2** Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 9.3** Contractor shall pay wages not less than once a week.



**10. Amendments/Modifications.** In addition, the following amendments and/or revisions are made to the General Conditions:

**1.1 Modification of Mediation.** Section 15.3 is hereby amended to delete all references to the “American Arbitration Association” (“AAA”) and the “Construction Industry Mediation Procedures” or Rules of the AAA. Any mediation conducted under the Standard Agreement or the General Conditions, shall be conducted in accordance with the custom and practice in effect at the time in Anchorage, Alaska. Any such mediation shall be held in Anchorage, Alaska. Contractor and Owner shall agree on a person to serve as mediator and, if unable to agree, shall present three (3) names each to a court or other neutral party to select a mediator.

**1.2 Lien Waivers Required.** Contractor shall provide Owner with lien waivers/ releases, in a form acceptable to Owner, from Contractor and from all of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, “Subcontractors”) evidencing that Contractor and all such Subcontractors have been paid in full. Such lien waivers/releases shall be a condition precedent for Contractor to receive final payment in accordance with Sections 9.10 and 9.10.2.

**1.3 Hazardous Materials.** Section 10.3.4 is deleted in its entirety and replaced with the following: “The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site.” Section 10.3.6 is also deleted in its entirety. Owner shall not indemnify or hold harmless Contractor with respect to hazardous materials, except as provided and set forth in Section 10.3.3.

**SECTION 00 73 43  
WAGE RATES**

**PART 1 - GENERAL**

**A. FEDERAL DAVIS BACON WAGE RATE DETERMINATION**

Wage rates paid shall comply with the current Federal Davis Bacon wage rate determination, General Decision Number: AK20220001 10/14/2022, attached.

**B. FEDERAL DAVIS BACON SOLICITATION AND CONTRACTING REQUIREMENTS**

The bidder must comply with the Federal Davis Bacon wage standards and reporting as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. Compliance includes:

- a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable.
- b) Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c) Contractor shall pay wages not less than one a week.

Bidders must include the signed Statement of Understanding (Exhibit E) relating to Federal Wage and Hour Requirements with submitted proposal and provide a signed copy with each periodic pay estimate or invoice.

"General Decision Number: AK20220001 10/14/2022

Superseded General Decision Number: AK20210001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number      Publication Date  
0                              01/07/2022

1	02/18/2022
2	02/25/2022
3	03/11/2022
4	03/18/2022
5	04/15/2022
6	07/08/2022
7	09/09/2022
8	09/23/2022
9	10/14/2022

ASBE0097-001 06/01/2021

	Rates	Fringes
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Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 38.68	21.57
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 37.38	19.55

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BOIL0502-002 01/01/2021

	Rates	Fringes
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BOILERMAKER.....	\$ 47.03	30.59
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BRAK0001-002 07/01/2020

	Rates	Fringes
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Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

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CARP1281-001 09/01/2019

	Rates	Fringes
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CARPENTER Including Lather and Drywall Hanging.....	\$ 38.34	26.51
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CARP1501-001 09/01/2019

	Rates	Fringes
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MILLWRIGHT.....	\$ 37.64	23.46
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CARP2520-003 09/01/2019

	Rates	Fringes
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Diver Stand-by.....	\$ 42.65	26.51
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Tender.....	\$ 41.65	26.51
Working.....	\$ 82.45	26.51
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

## DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

## ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

## SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

## WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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ELEC1547-004 04/01/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 42.77	3% + 27.97
ELECTRICIAN.....	\$ 42.44	3% + 28.22

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ELEC1547-005 04/01/2022

## Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 62.29	3%+32.37
Linemen (Including Equipment Operators, Technician).....	\$ 61.29	3%+30.98
Powderman.....	\$ 59.29	3%+32.37
TREE TRIMMER.....	\$ 38.05	3%+27.01

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ELEV0019-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.16	36.885+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

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ENGI0302-002 01/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.53	25.95
GROUP 1A.....	\$ 45.29	25.95
GROUP 2.....	\$ 42.76	25.95
GROUP 3.....	\$ 42.76	25.95
GROUP 4.....	\$ 35.83	25.95
TUNNEL WORK		
GROUP 1.....	\$ 47.88	25.95
GROUP 1A.....	\$ 49.82	25.95
GROUP 2.....	\$ 47.04	25.95
GROUP 3.....	\$ 46.24	25.95
GROUP 4.....	\$ 39.41	25.95

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Belcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with

all attachments (over 3 yards), Sidebooms over 45 tons;  
Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

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\* IRON0751-003 07/01/2022

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL,		
REINFORCING		
MACHINERY MOVER,		
RIGGER,		
SHEETER, STAGE		
RIGGER,		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL, REINFORCING		
MACHINERY MOVER, RIGGER,		
SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 37.99	34.86

GUARDRAIL INSTALLERS.....	\$ 38.99	34.86
GUARDRAIL LAYOUT MAN.....	\$ 38.72	34.86
HELICOPTER, TOWER.....	\$ 42.49	34.86

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LAB00341-001 04/01/2021

	Rates	Fringes
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LABORER (South of the 63rd  
Parallel & West of Longitude  
138 Degrees)

GROUP 1.....	\$ 32.00	31.11
GROUP 2.....	\$ 33.00	31.11
GROUP 3.....	\$ 33.90	31.11
GROUP 3A.....	\$ 37.18	31.11
GROUP 3B.....	\$ 40.97	28.40
GROUP 4.....	\$ 21.57	31.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 35.20	31.11
GROUP 2.....	\$ 36.30	31.11
GROUP 3.....	\$ 37.29	31.11
GROUP 3A.....	\$ 40.90	31.11
GROUP 3B.....	\$ 45.07	28.40

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine



Operator; High Rigger and tree topper; High Scaler;  
Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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LAB00942-001 04/01/2022

	Rates	Fringes
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Laborers: North of the 63rd  
Parallel & East of Longitude  
138 Degrees

GROUP 1.....	\$ 33.00	31.37
GROUP 2.....	\$ 34.00	31.37
GROUP 3.....	\$ 34.90	31.37
GROUP 3A.....	\$ 38.18	31.37
GROUP 3B.....	\$ 41.97	29.00
GROUP 4.....	\$ 22.57	31.37
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 36.20	31.37
GROUP 2.....	\$ 37.40	31.37
GROUP 3.....	\$ 38.39	31.37
GROUP 3A.....	\$ 42.00	31.37
GROUP 3B.....	\$ 46.17	29.00

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos)

(limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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\* PAIN1959-001 07/01/2022

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 36.08	25.45
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 36.60	25.45

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PAIN1959-002 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 32.64	25.95
Industrial Painter.....	\$ 32.74	25.95
Taper / Paper & Vinyl Hanger.....	\$ 32.64	25.95

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PAIN1959-003 12/01/2021

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.16	28.16

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PAIN1959-004 07/01/2019

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 28.75	14.44

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PAIN1959-006 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.37	27.25

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PLUM0262-002 07/01/2022

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.32	27.62

PLUM0367-002 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.00	27.95

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PLUM0375-002 07/01/2021

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 42.91	31.25

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PLUM0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	26.49

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ROOF0189-006 04/01/2021

	Rates	Fringes
ROOFER.....	\$ 44.62	17.63

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SHEE0023-003 08/01/2022

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.35	29.19

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SHEE0023-004 07/01/2022

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.83	29.03

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TEAM0959-003 04/01/2021

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.94	26.12
GROUP 1A.....	\$ 43.21	26.12
GROUP 2.....	\$ 40.68	26.12
GROUP 3.....	\$ 39.86	26.12
GROUP 4.....	\$ 39.28	26.12
GROUP 5.....	\$ 38.52	26.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



## **SECTION 01 11 00 SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **3.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work Summary:  
Contractors will review existing conditions and prepare a bid based on the information contained in this project manual, generator submittal, switch gear submittal, calculations data, and the drawings dated March 8, 2022. Additionally, the contractor shall comply with all administrative requirements of the contract, including the submission of a project schedule, safety plan, schedule of values, daily reports, submittals, and other tasks required under the contract.

#### **3.3 METHOD**

- A. Construct the Work under a single lump sum Contract.

#### **3.4 WORK BY OWNER**

- A. Not Applicable

#### **3.5 CONTRACTOR'S USE OF PREMISES**

- A. **The Southcentral Foundation Campus is a Tobacco Free campus. No smoking is permitted on the campus or in any areas of work.**
- B. Limit use of premises for work and for storage to allow for:
1. The contractor will coordinate with SCF for area of use.
  2. Owner occupancy of parking garage.
  3. Public use.
  4. Coordinated use of premises under direction of Contract Officer.
  5. Full responsibility for protection and safekeeping of products under this Contract stored at Site.
  6. Moving any stored products, under Contractor's control, which interfere with operations of Owner or separate Contractor.
- C. Obtain and pay for use of any additional storage or work areas needed for operations.

#### **3.6 OWNER'S OCCUPANCY**

- A. The Owner will continue to occupy and operate all areas of the building not covered by this contract. The Contractor shall coordinate with the Owner to allow normal operations to continue.

- B. Contractor shall schedule any work which could interfere with the Owner operations after normal work hours (6:00A.M.-7:00P.M.)
- C. Cooperate with OWNER in construction operations to minimize conflict and to facilitate Owner usage.
- D. After substantial completion schedule work to maintain Owner's operation. Include in contract sum sufficient funds as may be required for any "after hours" work caused by this requirement. No additional payment to Contractor will be authorized because of Contractor's failure to anticipate required "after hours work".
- E. Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, and the general public.

### **3.7 EXCESSIVE NOISE**

- A. Minimize noise during Owner's normal working hours. Notify Project Manager at least 24 hours prior to noisy operations.

### **3.8 USE OF OWNER'S PROPERTY AND EQUIPMENT**

- A. Use of Owner's property or equipment such as tools, ladders, furniture, janitorial equipment and supplies etc., is strictly prohibited.

**END OF SECTION**

**SECTION 01 26 00**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED SECTIONS**

- A. Document 00 52 13 – Agreement Form: Governing requirements for changes in the Work, in Contract Sum and Contract Time.
- B. Section 01 29 76 – Progress Payment Procedures.
- C. Section 01 33 00 - Submittal Procedures: Construction Progress Schedules.
- D. Section 01 60 00 - Product Requirements: Product Options and Substitutions.
- E. Section 01 77 00 - Closeout Procedures: Project Record Documents.

**1.2 SUBMITTALS**

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in contractor's employ or subcontractors of changes to the Work.
- B. Proposal Form (for Change Order): AIA Document G709 or another form acceptable to OWNER.
- C. Change Order Form: AIA Form G701 - Change Order or other form acceptable to OWNER.

**1.3 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME**

- A. Maintain detailed records of work done on a time and materials basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes, insurance and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time.
  - 5. Credit for deletions from Contract, similarly documented.

- D. Support each claim for additional costs and for work done on a time and materials basis, with additional information:
  - 1. Origin and date of claim.
  - 2. Dates and times work was performed, and by whom.
  - 3. Time records and wage rates paid.
  - 4. Invoices and receipts for products, equipment and subcontracts, similarly documented.

#### **1.4 CHANGE PROCEDURES**

- A. The ARCHITECT will advise of minor changes in the Work not involving and adjustment to Contract Sum or Contract Time, by issuing supplemental instructions on AIA Form G710 - Architect's Supplemental Instructions.
- B. The OWNER may issue a Proposal Request (AIA Document G709 or form acceptable to OWNER) which includes a detailed description of a proposed change with supplementary or revised DRAWINGS and SPECIFICATIONS, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid.
- C. The CONTRACTOR may propose a change by submitting a request for change to the OWNER, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600 - Material and Equipment.

#### **1.5 CONSTRUCTION CHANGE AUTHORIZATION**

- A. OWNER may instruct the CONTRACTOR to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
- C. Promptly execute the change in Work.

#### **1.6 STIPULATED SUM CHANGE ORDER**

- A. Based on Proposal Request and CONTRACTOR's fixed price quotation or CONTRACTOR's request for a Change Order as approved by the OWNER.

## **1.7 TIME AND MATERIAL CHANGE ORDER**

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- B. Architect will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents.
- C. Maintain detailed records of work done on time and materials.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

## **1.8 EXECUTION OF CHANGE ORDERS**

- A. OWNER may issue Change Orders for signatures of OWNER and CONTRACTOR as provided in the Conditions of the Contract, Article 13.

## **1.9 CORRELATION OF CONTRACTOR SUBMITTALS**

- A. Promptly revise Schedule of Values and Application for Payment Forms to record each authorization Change Order as a separate line item and adjust the Contract Sum.
- B. Promptly revise Construction Progress Schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 29 76**  
**PROGRESS PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Section 01 11 00 - Summary of Work
- B. Section 01 26 00 - Contract Modification Procedures
- C. Section 01 33 00 - Submittal Procedures
- D. Section 01 60 00 - Product Requirements
- E. Section 01 77 00 – Closeout Procedures

**1.2 SCHEDULE OF VALUES**

- A. Coordinate with Contractor's construction schedule and Application for Payment.
- B. Submit typed schedule on copy of AIA G702 & G703 or other form acceptable to OWNER
- C. Submit Schedule of Values within 15 days before initial Application for Payment.
- D. Format: Utilize the Table of Contents of this Project Manual and include other significant work items. Break plumbing and electrical work into rough-in and finish work.
  - 1. Identify each line item with number and title of the Specification Section. Identify site mobilization, bonds (if required) and insurance.
  - 2. Tabular form indicating:
    - a. Related Specification Section or Division.
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and

progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.

4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
  6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
  8. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- E. Include within each line item, a directly proportional amount of CONTRACTOR's overhead and profit.
- F. Provide sub schedule for each separate stage of work specified in Section 01 11 00 - Summary of Work.
- G. Revise schedule to list approved Change Orders, with each Application for Payment.

### **1.3 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for

Payment involve additional requirements.

- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the General Conditions.
- C. Payment-Application Form or similar format approved by OWNER: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Owner's Project Manager by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Owner.
- F. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
  - 1. List of subcontractors.
  - 2. List of principal suppliers and fabricators.
  - 3. Schedule of Values.
  - 4. Contractor's Construction Schedule (preliminary if not final).
  - 5. Submittal Schedule (preliminary if not final).
  - 6. Certificates of insurance and insurance policies.
- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
  - 1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  - 2. Administrative actions and submittals that shall precede or



coincide with this application include those required for Substantial Completion as outlined in Division 1 Section "Contract Closeout".

- H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment including Section 01 77 00 - "Closeout Procedures".

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 31 00**  
**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED SECTIONS**

- A. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

**1.2 DEFINITIONS**

- A. Request for Information (RFI): Request from Owner, Architect, or Contractor seeking information from each other during construction.
- B. Information Bulletin (IB): Information provided by Architect to clarify scope of work in Contract Documents.

**1.3 PROJECT SCHEDULE**

- A. Provide a project schedule for approval by the Construction Manager prior to starting work. The Project Schedule shall use the Critical Path Method "CPM." The CPM Schedule shall have adequate detail that provides information on the planned work and tasks shall be relationship driven using either predecessor or successor relationships. The schedule shall be updated and submitted with every pay estimate.

**1.4 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Coordinate with operations, included in different Sections, that

- depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
  9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

## **1.5 COORDINATION DRAWINGS**

- A. General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the

following information, as applicable:

- a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
- b. Coordinate the addition of trade-specific information to the coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate functional and spatial relationships of components.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

## **1.6 KEY PERSONNEL**

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  1. Post copies of list in project meeting room, in temporary field office, on Project Website, and by each temporary telephone. Keep list current at all times.

## **1.7 REQUESTS FOR INTERPRETATION (RFI)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the format attached or similar form approved by ARCHITECT.
  1. Architect will return RFIs submitted to Architect by other entities other than by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Date.
  3. Name of Contractor.
  4. RFI number, numbered sequentially.
  5. RFI subject: assign separate number for each subject.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or Software- generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor

to submit Change Proposal according to Division 01 Section 01 26 00 "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and OWNER in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Format and Use software log that is acceptable to the Architect. Use Software log with not less than the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect [and Construction Manager].
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's [and/or Construction Manager's] response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- G. Information Bulletins (IB) are treated similarly as RFI's except they are issued by the Architect.

## **1.8 PROJECT WEB SITE**

- A. Not Applicable.

## **1.9 PROJECT MEETINGS**

- A. General: Contractor will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record

significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five days of the meeting.

- B. Preconstruction Conference: Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 20 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Sustainable design requirements.
    - m. Preparation of record documents.
    - n. Use of the premises[ and existing building].
    - o. Work restrictions.
    - p. Working hours.
    - q. Owner's occupancy requirements.
    - r. Responsibility for temporary facilities and controls.
    - s. Procedures for moisture and mold control.
    - t. Procedures for disruptions and shutdowns.
    - u. Construction waste management and recycling.
    - v. Parking availability.
    - w. Office, work, and storage areas.
    - x. Equipment deliveries and priorities.
    - y. First aid.
    - z. Security.
    - aa. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals,
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress and Coordination Meetings: Contractor will conduct progress



meetings at appropriate intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of proposal requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to

parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Project coordination meetings are held weekly. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01 33 00 SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Document 00 52 13 – Agreement Form: Definitions and basic responsibilities
- B. Section 01 29 76 - Administrative Requirements: Schedule of Values and Application for Payment
- C. Section 01 31 00 – Project Management and Coordination: meeting minutes
- D. Section 01 40 00 - Quality Requirements: Manufacturer's Field Services and Reports
- E. Section 01 60 00 - Product Requirements: Product Options and Substitutions
- F. Section 01 77 00 - Closeout Procedures

#### **1.2 SUBMITTAL PROCEDURES**

- A. Deliver submittals to Contracting Officer as directed. Contractor shall use and electronic submittal platform.
- B. Sequentially number the submittal forms. Resubmittals shall have original number with an alphabetic suffix.
- C. Identify Project, Date of Submittal, CONTRACTOR, Subcontractor or Supplier; pertinent Contract Drawing sheet and detail numbers and Specification Section and location in Work.
- D. CONTRACTOR shall stamp, sign, and certify that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Transmit submittals in accordance with the approved progress schedule and in such sequence to avoid delay in the Work. Submit all product submittals after the of Contract start date.
  - 1. Stagger submittals into orderly increments according to work progress with a maximum of ten submittals in any week.
  - 2. Submit complete data for each Specification Section requiring submittals. Package each submittal individually for transmittal and response.

3. Coordinate submittals into associated groups which allow viewing adjacent color and finish options: No color - finish approvals will be processed until all finishes required have been submitted.
- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- H. Submittals not requested will not be recognized or processed.

### **1.3 DISTRIBUTION**

- A. Distribute copies of approved submittals to job site file, record documents file, subcontractors, suppliers, other effected contractors, and other entities requiring information. Instruct parties to promptly report any inability to comply with provisions.

### **1.4 ARCHITECT REVIEW**

- A. ARCHITECT will review and return submittal comments and resubmittal comments within 21 days after receipt excluding delivery time to the Contractor.

### **1.5 CONSTRUCTION PROGRESS SCHEDULE**

- A. Submit initial work progress schedule, including product submittals in duplicate within 30 days after date of Owner-Contractor Agreement for ARCHITECT's review and before first payment request.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each section of Work or operation, identifying first work day of each week. A critical path method (CPM) chart may be used, at the Contractors option.
  1. Indicate major activities using Specifications Table of Contents titles.
  2. Indicate submittal requirements and major product delivery dates.

### **1.6 PROPOSED PRODUCTS LIST**

- A. Within 30 days after date of Owner-Contractor Agreement, submit

complete list of major products proposed for use, with name of manufacturer, trade name, and model number for each product.

- B. For products specified only by reference standards: give manufacturer, trade name, model or catalog designation, and reference standards.

## **1.7 SHOP DRAWINGS**

- A. Identify field dimensions and show relationship to adjacent or critical features.
  - 1. Use electronic submittal platform. One electronic copy will be returned with list of comments.
  - 2. Submit Drawings larger than 8-1/2 x 11 inch in the form of three hard copies for review. One hard copy will be returned with comments.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01 77 00 - Closeout Procedures.

## **1.8 PRODUCT DATA**

- A. Submit electronic copies. An electronic copy will be returned with a list of comments.
- B. Mark each copy to identify applicable products, models, options, and other project specific data.
- C. Supplement manufacturer's standard data to provide information unique to this project. Show reference standards, performance characteristics, and capacities, electrical characteristics, wiring and piping diagrams, and controls, component parts finishes, dimensions and required clearances.
- D. After review, distribute in accordance with Article on procedures above and provide copies for record Documents described in Section 01 77 00 - Closeout Procedures.

## **1.9 SAMPLES**

- A. Submit samples of sufficient size to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate samples submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturer's standard colors, textures, and patterns or in custom finishes if specified, for ARCHITECT's selection.

- C. Include identification on each sample, with full project information.
- D. Submit three samples, one of which will be retained by the ARCHITECT, one kept at project and one retained by OWNER. Acceptable sample finishes may be retained in completed work. Reviewed samples which may be used in the Work are indicated in individual Specification Sections.

#### **1.10 MANUFACTURER INSTALLATION INSTRUCTIONS**

- A. When specified in individual specification sections submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, balancing and finishing, in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions, and special environmental criteria required.
- C. Identify conflicts between manufacturer's instructions and Contract Documents.

#### **1.11 MANUFACTURER'S CERTIFICATES**

- A. When specified in individual Specifications Sections, submit manufacturer's certificates to ARCHITECT for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to the ARCHITECT.

#### **1.12 CONTRACTOR DAILY FIELD REPORT**

- A. When specified in individual specification Sections, report the following for each day work is done on site and submit to ARCHITECT at next regular meeting.
  - 1. Temperature and weather conditions.
  - 2. Trade activity at job site, number of persons each class.
  - 3. Equipment at site with equipment downtime noted.
  - 4. Description of progress this day.
  - 5. Problems and coordination.
  - 6. Compliance with schedule ("on-time?")

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **SECTION 01 40 00 QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED REQUIREMENTS**

- A. Document 00 52 13 – Agreement Form: Inspection and testing required by governing authorities for permits.
- B. Section 01 33 00 - Submittal Procedures: Submission of Manufacturer's Instructions and Certificates.
- C. Section 01 60 00 - Product Requirement: Requirements for Material and Product Quality.

#### **1.2 QUALITY ASSURANCE CONTROL OF INSTALLATION**

- A. Specific quality requirements are specified in the specification sections that specify these activities.
- B. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- C. Comply with manufacturer's instructions, including each step in sequence.
- D. Should manufacturer's instructions conflict with Contract Documents, request clarification from ARCHITECT before proceeding.
- E. Comply with specified standards as a minimum quality for the Work except when more stringent, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Perform work by persons qualified to produce workmanship of specified quality.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### **1.3 DELEGATED DESIGN**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the CONTRACT DOCUMENTS, provide products and systems complying with specific performance and design and design



criteria indicated.

1. If criteria indicted are not sufficient to perform services of certification required, submittal written request for additional information.

#### **1.4 TOLERANCES**

- A. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from ARCHITECT before proceeding.
- C. Adjust products to appropriate dimensions; position before securing Products in place.

#### **1.5 APPLICABLE PUBLICATIONS**

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards referenced by Contract Documents. Maintain copy at job site during progress of the Work.
- C. Should specified reference standards conflict with Contract Documents, request clarification from ARCHITECT before proceeding. Most stringent requirements of code authorities shall apply.

#### **1.6 FIELD MOCKUP**

- A. Install field mockup samples at the site as required by individual SPECIFICATION Sections for review.
- B. Acceptable mockups are representative of the quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by the ARCHITECT.

#### **1.7 INSPECTION AND TESTING LABORATORY SERVICES**

- A. CONTRACTOR shall employ and pay for services of an Independent Inspection and Testing Firm with a minimum of three years experience in the required testing to perform inspections, tests, and other services required by various SPECIFICATION Sections.
  1. OWNER may employ and pay for services of additional inspection and testing firm, not required by Contract Documents. OWNER

will employ and pay for building code required "Special Inspection". Contractor shall provide access to special inspection access with lifts and scaffolding if required.

- B. The independent firm will perform inspections, tests, and other services specified in individual SPECIFICATION Sections and as required by governing authorities.
  - 1. Final reports shall be signed by an Alaskan Registered Engineer.
- C. Reports will be submitted by the independent firm to the ARCHITECT, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; allow work access, furnish samples of materials, design mix, equipment, tools, storage and assistance as requested:
  - 1. Notify ARCHITECT and independent firm twenty-four (24) hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for CONTRACTOR's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ARCHITECT at no additional cost to the OWNER..

## **1.8 MANUFACTURER'S FIELD SERVICES AND REPORTS**

- A. When specified in individual SPECIFICATION Sections, require material or product suppliers or manufacturers to provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and to initiate instructions when necessary.
- B. Submit qualifications of observer to the OWNER & ARCHITECT thirty (30) days in advance of required observations. Observer subject to approval of OWNER.
- C. Manufacturer representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Submit reports within seven (7) days of observation to the OWNER & ARCHITECT for review.

## **1.9 IBC SPECIAL INSPECTION – OWNER WILL PROVIDE SPECIAL INSPECTOR REQUIRED BY INTERNATIONAL BUILDING CODE (IBC) SECTION 1704.**

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 – EXECUTION**

### **3.1 ACCESS**

- A. Provide access for special inspectors.

### **3.2 REPAIR OF TEST AREAS**

- A. On completion of testing, repair any finishes damaged by inspections.

**END OF SECTION**

**SECTION 01 42 18**  
**REFERENCE STANDARDS AND DEFINITIONS**

**PART 1 - GENERAL**

**1.1 RELATED REQUIREMENTS**

- A. General Conditions: basic contract definitions.

**1.2 DEFINITIONS**

- A. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- B. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- C. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown" "noted," "scheduled," and "specified" have the same meaning as "indicated."
- D. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- E. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- G. "Provide": Furnish and install, complete and ready for the intended use.
- H. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

**1.3 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards

have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated. Comply with standard dates referenced in the International Building Code (IBC) 2012 edition.
- C. Copies of Standards: Each entity engaged in construction on Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the specification section.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION - NOT USED**

### **END OF SECTION**

## **SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Document 00 52 13 – Agreement Form.

#### **1.2 SUBMITTALS**

- A. Submit schedule of proposed connection and termination dates 15 days before implementation.
- B. Submit site plan showing temporary facilities, utility connections, and construction personnel parking areas.

#### **1.3 QUALITY ASSURANCE**

- A. Arrange and pay for authorities having jurisdiction to approve each temporary utility before use. Obtain necessary certifications and permits.

#### **1.4 PROJECT CONDITIONS**

- A. Assume responsibility for operation, maintenance and protection.

### **PART 2 - PRODUCTS**

#### **2.1 FIRE EXTINGUISHERS**

- A. Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

#### **2.2 TEMPORARY ELECTRICITY**

- A. Provide and pay for power service required from utility source.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
- C. Provide main service disconnect and overcurrent protection at convenient location.

## **2.3 TEMPORARY LIGHTING**

- A. Provide and maintain lighting for constructions operations.
- B. Permanent building lighting may be utilized during construction.

## **2.4 TEMPORARY HEAT**

- A. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations. Use equipment that will not have harmful effect on completed installation.
- B. Use permanent heating system, or provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- D. Maintain minimum ambient temperature of 50 degrees F. in areas where construction is in progress, unless indicated otherwise in SPECIFICATIONS.

## **2.5 HUMIDITY CONTROL**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.

## **2.6 TELEPHONE SERVICE**

- A. Provide, maintain and pay for telephone service to field office at time of project mobilization.

## **2.7 COMPUTER AND COPY SERVICE**

- A. Provide, maintain and pay for computer service on a dedicated telephone line to field office at time of project mobilization.
- B. Provide, maintain and pay for 8-1/2 by 11-inch copy machine in field office.

## **2.8 TEMPORARY WATER SERVICE**

- A. Existing water service may be used. OWNER will pay cost of water used. Exercise measures to conserve water.
- B. Provide, maintain and pay for suitable quality water required for construction.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.
- D. Sterilize temporary water piping prior to use.

## **2.9 TEMPORARY SANITARY FACILITIES**

- A. Existing facilities may be used during construction if coordinated with OWNER and maintained in clean condition.
- B. Provide and maintain self-contained facilities and enclosures including toilets, wash facilities and drinking water, for use of construction persons.

## **2.10 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect adjacent properties from damage from construction operations and demolition. Coordinate all requirements for infection control with the Owner.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

## **2.11 FIELD OFFICES AND SHEDS**

- A. Office: Suitable for CONTRACTOR field management and tool storage, weather-tight, with lighting, electrical outlets, heating equipment and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for project meetings, with table and chairs to accommodate ten persons.
- C. Locate offices and sheds a minimum distance of twenty feet from project structure.
- D. Provide fire resistant rated walls where closer than 30 feet to other



permanent buildings or interior property lines. Not required at public right of way.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

### **3.2 WEATHER CONTROL**

- A. Provide temporary insulated weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for products to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specifications Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

### **3.3 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

### **3.4 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual Specifications Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Provide protection covering at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

- F. Prohibit traffic from landscaped areas.

### **3.5 SECURITY**

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.
- B. Coordinate with OWNER's security program.

### **3.6 PARKING**

- A. Coordinate with OWNER to arrange for parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.
- C. Designate one parking space for the OWNER on site.

### **3.7 PROGRESS CLEANING**

- A. Maintain work and storage area free of waste materials, debris, and rubbish. Maintain site in a clean and orderly conditions to maintain site passage and exits, and to avoid fire hazard.
- B. Provide waste-collection containers in sizes adequate to handle construction waste.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the spaces.
- D. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- E. Remove waste materials, debris, and rubbish from site periodically at least once weekly and dispose off-site.
- F. Open free-fall chutes not permitted. Terminate closed chutes into appropriate containers with lids.

### **3.8 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion Inspection.
- B. Remove underground installations to a minimum depth of two feet. Grade site as indicated.

- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.  
Restore permanent facilities used during construction to specified condition.

### **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## SUBSTITUTION REQUEST

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Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

---

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

---

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specific product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Point-by-point comparative data attached – REQUIRED BY A/E

---

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

\_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work: ☐ No ☐ Yes, explain \_\_\_\_\_  
\_\_\_\_\_

---

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_)

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] \_\_\_\_\_ days

## SUBSTITUTION REQUEST

---

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
  - Same warranty will be furnished for proposed substitution as for specified product.
  - Same maintenance service and source of replacement parts, as applicable, is available.
  - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
  - Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
  - Proposed substitution does not affect dimensions and functional clearances.
  - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
  - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- 

Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### A/E's REVIEW AND ACTION

- ☐ Substitution approved – Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected – Use specified materials.
- ☐ Substitution Request received too late – Use specified materials.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

---

**SUBSTITUTION  
REQUEST**

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Additional Comments : ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer \_\_\_\_\_

\_\_\_\_\_

## **SECTION 01 60 00 PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 40 00 - Quality Requirements
- C. Section 01 77 00 - Closeout Procedures: Record Documents.

#### **1.2 DEFINITIONS**

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Products may also include existing materials or components required for reuse where specified.
  - 1. Provide interchangeable components of the same manufacturer, for similar use products.
- C. Substitutions: Changes in products from those required by the CONTRACT documents, proposed by the CONTRACTOR.
  - 1. Substitutions will not be accepted during Bidding.

#### **1.3 PRODUCT SUBMITTALS**

- A. Product List: Submit a list, showing proposed products. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form: Tabulate information for each product under the following column heading:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: With 20 days after notice to proceed, submit initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Completed List: Within 30 days after notice to proceed, submit product list. Include a written explanation for any omissions of data and for variations from Contract requirements.
  5. Architect's Action: Architect will respond in writing Contractor within 7 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit one request for each proposed substitution. Include Specification Section number and title and Drawing numbers and titles
1. Documentation: Show compliance with requirements for substitutions.
  2. Show history of product in Alaska.
  3. Submit substitution request on form preceding this specification section.
- C. Comparable Product Requests: Submit for each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- D. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt.

#### **1.4 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

#### **1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.



- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
  2. Store materials in a manner that will not endanger Project structure.
  3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  4. Store cementitious products and materials on elevated platforms.
  5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  6. Protect stored products from damage and liquids from freezing.

## **1.6 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract.

## **PART 2 – PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  3. Where products are accompanied by the term “as selected,” Architect will make selection.
  4. Where products are accompanied by the term “match,” sample to be matched is Architect’s or existing construction.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish “salient characteristics” of products.
  6. Or Equal: Where products are specified by name and accompanied by the term “or equal” or “or approved,” comply with product specification.
- B. Product Selection Procedures:
1. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements.
  2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or with an unnamed manufacturer, that complies with requirements.
  3. Visual Selection Specification: Where Specifications include the phrase “as selected from manufacturer’s colors, patterns, textures” or a similar phrase, select a product that complies with specified requirements.
    - a. Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, Architect will select color pattern, density, or texture from manufacturer’s product line that does not include premium items.
    - b. Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, density, or texture from manufacturer’s product line that includes both standard and premium items.

## **2.2 PRODUCT SUBSTITUTIONS**

- A. Timing: Architect will consider requests for substitution if received within 20 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

- B. Requirements: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations CONTRACTOR must assume. Owner's additional responsibilities will include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution is consistent and compatible with the Contract Documents and will produce indicated results.
  3. Substitution request is fully documented and properly submitted.
  4. Requested substitution will not adversely affect Contractor's Construction Schedule.
  5. Requested substitution has received necessary approvals of authorities having jurisdiction.
  6. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
  7. Requested substitution provides specified warranty.
- C. Documentation:
1. Statement indicating why specified material or product cannot be provided.
  2. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  3. Comparison of qualities of proposed substitution with those of the Work specified. Include attributes such as performance, weight, size, durability, visual effect, and special features.
  4. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  5. Samples, where applicable or requested.
  6. List of similar installations for completed projects with project names and phone numbers or addresses of architects and owners.
  7. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  8. Research-evaluation reports evidencing compliance with IBC acceptable to authorities having jurisdiction.
  9. A statement comparing the Contractor's Construction Schedule using proposed substitution compared to products specified for the Work, including effect on the overall Contract Time.
  10. Cost information, including a proposal of change, if any, in the

Contract Sum.

11. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

### **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 70 50**  
**CERTIFICATE OF COMPLIANCE**

No final payment shall be made until the CONTRACTOR shall file with the OWNER, prior to acceptance of the work, a notarized Certification of Compliance on the following form:

- A. The CONTRACTOR does hereby certify that all work has been performed and materials supplied in accordance with the DRAWINGS, SPECIFICATIONS, and Contract Documents for the above work, and that:
1. No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed on this work;
  2. There have been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the OWNER prior to the start of such subcontracted work;
  3. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the OWNER together with the names of all subcontractors.
  4. All claims for material and labor and other service performed in connection with these Specifications have been paid;
  5. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, Hospital Associations and/or others have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Firm Name): \_\_\_\_\_

(Signature): \_\_\_\_\_

(Title): \_\_\_\_\_

(Attest): \_\_\_\_\_

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

**END OF SECTION**

## **SECTION 01 73 29 CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work, if applicable.
  - 2. Division 07 Section "Penetration Firestopping" for patching fire-rated construction, if applicable.

#### **1.3 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### **1.4 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or

affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## **1.5 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-suppression systems.
  4. Mechanical systems piping and ducts.
  5. Control systems.
  6. Communication systems.
  7. Conveying systems.
  8. Electrical wiring systems.
  9. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety List below is an example only. Revise to suit Project. With advice of counsel, delete below if Architect's approval is not required. If list is deleted, delete option in paragraph above.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.



- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## **1.6 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in- place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for

portions of Project that might be exposed during cutting and patching operations.

- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

### **3.3 PERFORMANCE**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

## **END OF SECTION**

## **SECTION 01 77 00 CLOSEOUT PROCEDURES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Document 00 52 13 – Agreement Form: Payments to Contractor.

#### **1.2 RELATED SECTIONS**

- A. Section 01 29 76 – Payment Procedures
- B. Section 01 78 23 – Operations and Maintenance Data

#### **1.3 CLOSEOUT PROCEDURES**

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion and including the following:
  - 1. Certificate of Substantial Completion: AIA Form G704 or similar shall be used.
  - 2. CONTRACTORS affidavit of Payment of Debts and Claims: AIA Form G706 or similar shall be used.
  - 3. CONTRACTORS Affidavit or Release of Liens: AIA Form G706-A or similar shall be used.
  - 4. Consent of Surety Company to Final Payment: AIA Form G707 shall be used, sample follows.
- B. OWNER may occupy portions of the project for its use, under provisions to be stated in Certificate of Substantial Completion.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

#### **1.4 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of

- the Work and access to services and utilities. Include occupancy permits, boiler operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, property surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Make final changeover of permanent locks to Owner. Advise Owner's personnel of changeover.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in heat and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

## **1.5 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 76 - Progress Payment Procedures.
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or

notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## **1.6 LIST OF INCOMPLETE ITEMS (PUNCH LISTS)**

- A. Preparation and Submit List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

## **1.7 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Provide warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **1.8 REINSPECTION FEES**

- A. Should status of completion of Work require reinspection by Contracting Officer due to failure of Work to comply with CONTRACTOR's claims on initial inspection, OWNER will deduct the amount of costs for reinspection services from final payment to the CONTRACTOR.

## **1.9 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

## **1.10 PROJECT RECORD DOCUMENTS**

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work differing from Contract Drawings:
  - 1. Contract Drawings: full size.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. RECORD SPECIFICATIONS: Legibly mark and record at each product section description of actual products installed, particularly concealed products, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction graphically to scale including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract DRAWINGS.
- F. Final Documentation after completion of work.
  - 1. Transfer drawing annotations to a clean copy of the drawings titled Contract DRAWINGS.
  - 2. Transfer record document annotations to paper copies of Contract SPECIFICATIONS.

3. Annotations shall be in ink with minimum 1/8 inch high hand or typewritten lettering of quality equal to original documents.
- G. Before final Application for Payment, submit contractor record annotations on Contract Documents to ARCHITECT with dated transmittal letter containing project title, list of documents and signature of CONTRACTOR certifying that all concealed changes have been recorded before final Application for Payment.

## **1.11 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Provide products, spare parts, and maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to project site and place in location as directed, obtain receipt prior to final payment.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 – EXECUTION**

### **3.1 CLEANING**

- A. General: Provide cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills,



- stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore exposed finishes and surfaces damaged by this work. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment[,elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subjected to construction operating conditions.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. Leave Project clean and ready for occupancy.

## **END OF SECTION**

**SECTION 01 78 23**  
**OPERATIONS AND MAINTENANCE DATA**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. General Conditions

**1.2 RELATED SECTIONS**

- A. Section 01 33 00 – Submitted Procedures
- B. Section 01 77 00 – Closeout Procedures

**1.3 SUBMITTALS**

- A. Initial Submittal: Submit draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory.
- B. Final Submittal: Submit each manual in final form at least 15 days before final inspection.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 hard copies of each corrected manual within 15 days of receipt of Architect's comments.
- C. Submit an electronic copy of all manual information organized and bookmarked in Adobe Acrobat.

**1.4 COORDINATION**

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

**PART 2 - PRODUCTS**

**2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.

- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Table of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## **2.2 MANUALS, GENERAL**

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect.
  - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of set.
  - 2. Manual Contents: Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system

into a single binder. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, not larger than 4 inch in thickness, sized to hold 8-1/2-by-11-inch (215- by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

- a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components.
- b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
3. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
4. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
5. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280- mm) white bond paper.
6. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## **2.3 PRODUCT MAINTENANCE MANUALS**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  1. Product name and model number.
  2. Manufacturer's name. Color, pattern, and texture.

3. Material and chemical composition.
  4. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## **2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL**

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard printed maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.

2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training videotape, if available and if specified in system specification.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## **PART 3 - EXECUTION**

### **3.1 MANUAL PREPARATION**

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, materials, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Comply with requirements of Record Drawings in Section 01 77 00-Closeout Procedures.
- E. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

**END OF SECTION**

**SECTION 01 78 36**  
**WARRANTIES**

Prior to final payment, the Contractor shall furnish to the Owner a Warranty of Work After Final Payment in the following form:

The Contractor does hereby warrant all work and materials to be in full and complete accordance with the Contract Documents and Agreement Between Owner and Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully suitable for the use and purposes for which each and every part is intended. The Contractor also agrees that, should any defect develop or appear which the Project Manager or Architect finds was not caused by improper use, the Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material, without any cost to the Owner, and will save the Owner harmless against any claim, demand, loss, or damage by reason of any breach of this warranty.

This period of this warranty shall commence on the date of Final Acceptance of the Owner.

The warranty shall continue to be in full force and effect for the period of one (1) year, except for those items for which a longer period of warranty is specifically stated in the Warranties for work in Technical Sections of the Specifications. Warranties for work stated in Technical Sections shall continue in full force and effect for the respective periods expressly stated.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Firm Name): \_\_\_\_\_

(Signature): \_\_\_\_\_

(Title): \_\_\_\_\_

(Attest) \_\_\_\_\_

(SEAL IF BIDDER IS A CORPORATION)

**END OF SECTION**