



**Request for Proposals (RFP):# SCF23-1097**

**Alaska Native Primary Care Center 3**

**Interior Painting Refresh**

***REVISED***

**RFP Release Date: May 17, 2023**

*SCF Contracts Department  
7033 East Tudor Road  
Anchorage, AK 99507*

*Contract Administrator, Kate Lynch  
Phone: 907-729-3007*

*E-Mail: [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)*

**Important Notice:** See Section 2.3.

You must email the SCF Contract Administrator at [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) to register and provide Proposer qualifications. Failure to do so may result in the rejection of your proposal.

## Table of Contents

<b>Section 1. Background and History .....</b>	<b>2</b>
1.1 SCF History.....	2
1.2 Vision and Mission Statement.....	2
<b>Section 2. General Information.....</b>	<b>3</b>
2.1 Purpose of the Request for Proposal (RFP) .....	3
2.2 Contract Period.....	3
2.3 Proposer Registration .....	3
2.4 SCF Contract Administrator .....	3
<b>Section 3. Request for Proposal Details .....</b>	<b>4</b>
3.1 RFP Schedule .....	4
3.2 Deadline for Receipt of Proposals .....	4
3.3 Other Licenses and Registrations Requirements .....	4
3.4 Conflict of Interest and Restrictions .....	4
3.5 Addendum to the RFP and Right to Award .....	5
3.6 Mandatory Pre-Bid Meeting and Site Visit.....	5
3.7 Cancellation of the RFP .....	5
3.8 Contract Negotiations .....	5
<b>Section 4. Instructions for Proposers .....</b>	<b>5</b>
4.1 Proposer's Review and Substantive Questions .....	5
4.2 Filing a Protest .....	6
4.3 Proposal Requirements .....	6
4.5 Proposal Submission .....	6
4.6 Proposal Withdrawal and Correction.....	6
<b>Section 5. Format for Proposals.....</b>	<b>7</b>
5.1 Proposal Content and Format .....	7
<i>Proposal Section 1. Title Page.....</i>	<i>7</i>
<i>Proposal Section 2. Cover Letter .....</i>	<i>7</i>
<i>Proposal Section 3. Response to Criteria.....</i>	<i>7</i>
<i>Proposal Section 4. License / Insurance Certificates .....</i>	<i>8</i>
<i>Proposal Section 5. Key Personnel Resumes .....</i>	<i>8</i>
<i>Proposal Section 6. Form of Non-Collusive Affidavit.....</i>	<i>8</i>
<b>Section 6. Selection Process .....</b>	<b>8</b>
6.1 RFP Compliance .....	8

6.2	Evaluation Process .....	9
6.3	Evaluation Criteria and Point Value .....	9
6.4	Discussions .....	9
6.5	Presentations .....	<b>9</b>
6.6	Notice of Award .....	9
<b>Section 7. Standard Contract Terms.....</b>		<b>10</b>
7.1	Introduction .....	10
7.2	Conflict of Interest .....	10
7.3	Status of Independent Contractor .....	10
7.4	Americans with Disabilities Act .....	10
7.5	Insurance Requirements .....	11
7.6	Compliance with Legal Obligations and SCF Code of Conduct .....	12
7.7	Monitoring.....	12
7.8	Lobbying.....	12
7.9	Exclusion and Debarment .....	13
7.10	Successors, Assignment or Delegation .....	13
7.11	Nondiscrimination.....	14
7.12	Alaska Native/American Indian Preference in Employment and Training .....	14
7.13	Federal Tort Claims Act .....	14
7.14	Media Contact .....	14

**EXHIBITS:**

- EXHIBIT A: Scope of Services
- EXHIBIT B: Proposal Offer and Signature Page
- EXHIBIT C: Form of Non-Collusive Affidavit
- EXHIBIT D: DRAWINGS ANPCC 3 Floor Plans - High Visibility Areas to Paint (PINK)
- EXHIBIT E: Specification Section 099123 – Interior Painting
- EXHIBIT F: Division 01 Specs
- EXHIBIT G: Sample Contract AIA A104-2017
- EXHIBIT H: SCF Clean Construction Procedure

## Section 1. Background and History

### 1.1 SCF History

Southcentral Foundation (SCF) is an Alaska Native-owned, nonprofit health care organization serving nearly 65,000 Alaska Native and American Indian people living in Anchorage, Matanuska-Susitna Valley and 60 rural villages in the Anchorage Service Unit. Incorporated in 1982 under the tribal authority of Cook Inlet Region, Inc. (CIRI), SCF is the largest of the CIRI nonprofits, employing more than 2,000 people in more than 80 programs.

### 1.2 Vision and Mission Statement

SCF's vision is a Native Community that enjoys physical, mental, emotional, and spiritual wellness; its mission is to work together with the Native Community to achieve wellness through health and related services. The organization has developed and implemented comprehensive health-related services to meet the changing needs of the Native Community to enhance culture, and empower individuals and families to take charge of their lives.

### 1.3 SCF Facilities

SCF offers a wide range of health and wellness services for Alaska Native and American Indian people living in Anchorage and the Matanuska-Susitna Borough, and nearby villages. They also provide regional support to residents of 55 rural villages in the Anchorage Service Unit, a geographical area stretching 107,400 square miles across Southcentral Alaska – extending from the Canadian border on the east to the Aleutian Chain and Pribilof Islands on the west.

## Section 2. General Information

### 2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting proposals from qualified paint or general contractor companies interested in providing a lump sum quote for Interior Painting at the Alaska Native Primary Care Center 3 (ANPCC 3) in Anchorage, AK. The painting will happen in 2 phases beginning with Phase 1: High Visibility Areas. The Phase 1 schedule is of high importance and SCF wishes to complete this work expeditiously. See Section 3.1, Schedules, for more information.

The Scope of Services is further defined and provided as Exhibit A to this RFP. The Proposer shall subcontract with other firms, if deemed necessary, to complete the tasks described in this RFP.

### 2.2 Contract Period

The contract term shall begin with the selection of a winning Proposer in May 2023. The tasks described in this RFP shall be completed by June 12<sup>th</sup>, 2023. **See EXHIBIT D: Drawings for High Visibility Areas (pink highlight) that must be completed by 7:00AM on June 13<sup>th</sup>, 2023.** A separate RFP will be issued for Phase 2 and the project schedule for completion of remaining work areas will be further refined with selected Proposer.

### 2.3 Proposer Registration

Proposers must register with the SCF Contract Administrator by emailing [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) **no later than 5pm AKST on May 19<sup>th</sup>, 2023.** Include the RFP Number and title in the subject line of the email when you register. Send Proposer contact name, title, email, phone, and address. Failure to register with the SCF Contract Administrator by the above deadline may result in the rejection of your Proposal. Please visit the SCF website frequently during the RFP process for up-to-date information, including revised RFPs, changes to the schedule, notices, and question/comment responses, etc. SCF will not be providing updated information via email.

### 2.4 SCF Contract Administrator

Any questions regarding this RFP should be addressed and/or delivered to:

SCF Contracts Department  
7033 East Tudor Road  
Anchorage, AK 99507  
Attention: Kate Lynch  
Email: [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)  
Phone: 907-729-3007

## Section 3. Request for Proposal Details

### 3.1 Schedules

This RFP will follow the schedule in Table 1, RFP Schedule, below. Completion of the work shall follow the schedule in Table 2, Painting Schedule, below. SCF reserves the right to modify these schedules.

#### RFP Schedule

RFP Release Date	May 17, 2023
Deadline for Registration	May 19, 2023 by 5 pm AKST
Deadline for Questions	May 22, 2023 by 3 pm AKST
Proposal Due Date	May 23, 2023 by 3 pm AKST
Anticipated Notice of Award	May 24, 2023

Table 1. RFP Schedule

#### Painting Schedule

Limited Notice to Procure Materials	May 24, 2023
Full Notice to Proceed	May 26, 2023
Complete High Visibility Areas	June 13, 2023 by 07:00 am AKST

Table 2. Painting Schedule

### 3.2 Deadline for Receipt of Proposals

Proposals must be submitted no later than the proposal due date and time. Proposers are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned. The Proposer is responsible for assuring actual delivery of the proposal to the email address referenced in Section 2.4, before the advertised date and hour located in Section 3.1.

### 3.3 Other Licenses and Registrations Requirements

All Proposers must hold a valid Alaska Business License.

### 3.4 Conflict of Interest and Restrictions

If Proposer, Proposer’s employee, subcontractor, or any individual providing services under contract to SCF has a perceived or material conflict of interest affecting the objectivity, analysis, and/or performance under contract, the Proposer is required to submit details in writing to SCF

within (10) ten days of issuance of this RFP. SCF will determine if the conflict is significant and material and if so, may notify the Proposer in writing of elimination from the RFP process.

### **3.5 Addendum to the RFP and Right to Award**

SCF reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of the proposals.

SCF reserves the right to not award or cancel the award of the contract to a Proposer who will not agree to all provisions, terms, and conditions as contained within this RFP.

### **3.6 Cancellation of the RFP**

SCF retains the right to cancel the RFP process if it is in SCF's best interest. SCF will not be responsible for costs incurred by Proposers for proposal preparation.

### **3.7 Contract Negotiations**

This RFP does not obligate SCF or the selected Proposer until a contract is signed and approved by both parties. Upon completion of the evaluation process, contract negotiations may commence. If the selected Proposer fails to provide necessary information for negotiations in a timely manner and/or negotiate in good faith, SCF may terminate the award of the contract. SCF will not be responsible for costs incurred by the Proposer resulting from contract negotiations.

SCF reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, administrative, and legal requirements.

## **Section 4. Instructions for Proposers**

### **4.1 Proposer's Review and Substantive Questions**

Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposers may submit these comments and/or questions in writing to SCF's Contract Administrator as directed in Section 2.4 of this RFP. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all Proposers.

Proposers may not rely upon verbal responses made by any SCF employees or any representatives of SCF.

Proposers who contact any other SCF employee regarding this RFP may be disqualified. Proposers have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

## 4.2 Proposal Requirements

- A. SCF requests Proposers submit (1) one proposal consisting of Proposer’s detailed plan for provision of services.
- B. Proposers may not submit more than (1) one proposal.
- C. A proposal’s content will not be disclosed to other Proposers.
- D. All proposals and other material submitted become the property of SCF.
- E. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- F. SCF discourages excessive or costly proposals. All costs incurred by Proposers in preparing and submitting a proposal are the Proposer’s responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- G. It is the responsibility of the Proposer to indicate within their proposal the applicability and compliance required of any other Federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- H. In the event that only one proposal is received, SCF reserves the right to restructure the RFP and/or extend the due date of proposals.

## 4.3 Proposal Submission

Proposers are required to submit (1) one PDF electronic copy of their proposal. The Proposer is responsible for assuring actual delivery of the proposal by email to [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) before the advertised date and hour specified in Section 3.1.

The subject line should read, “SCF23-1097– ANPCC 3 - Interior Painting Refresh Proposal”.

## 4.4 Proposal Withdrawal and Correction

A proposal may be corrected or withdrawn by written request to the SCF Contract Administrator if received prior to the date and time of proposals being due.



## Section 5. Format for Proposals

### 5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, organized exactly in accordance with this section, with page numbers in bottom righthand corner of footer. Proposers should respond directly to the evaluation criteria for this project; generic marketing information is not acceptable. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. 11pt minimum font, Arial – all pages; document should be “portrait” orientation format.

Please limit proposal response for Response to Criteria to 2-3 pages total. Title page, Cover Letter, Licenses/Certificates and Forms are not included in page limit.

Section 1, Response to Criteria.....	Comply with overall page limit
Section 2, Key Personnel .....	Comply with overall page limit
Section 3, Licenses/Insurance Certificates.....	not included in page limit
Section 4, Form of Non-Collusive Affidavit (notarized).....	not included in page limit
Section 5, Proposal Offer and Signature Page.....	not included in page limit

#### Proposal Section 1. Response to Criteria

Proposers shall carefully review Exhibit A, Scope of Services, in preparing their proposal.

#### **A. Similar Project Experience (15 points)**

Provide the name of the project, approximate size/value of painting scope your company performed, year completed, and Owner/Owner’s Rep. contact information. Provide 2-3 references of projects (completed within the last 5 years) of similar size, scope, and with similar challenges (particularly projects in occupied spaces with tight schedules).

#### **B. Project Approach and Ability to Manage the Project Successfully (15 points)**

Discuss your workplan and intended approach to this project. The following should be addressed:

- How will communications be handled within the team and with SCF to coordinate nightly work area, furniture moving, etc.?
- How will work be phased to minimize disruption to staff and building operations?
- How will disruptions to Staff and Operations, including fumes/odors, be mitigated?
- How your company is best suited to meet this short schedule?

Outline Scope of Services intended to be accomplished via subcontract vs. your firm’s own resources.

**C. Capacity of Resources (20 points)**

Specifically address and commit the availability of key personnel to complete this project on schedule.

**D. Alaska Native/ American Indian Preference (5 points)**

Describe the nature of any Alaska Native/ American Indian Ownership of the prime firm. Also describe the extent of active professional participation by Alaska Natives and/or Native Americans on the work to be performed under this contract. Reference AN/AI Preference statement in Section 7.12.

**E. Price (45 points)**

Complete and sign Exhibit B Proposal Offer and Signature Form.

Proposal Section 2. Key Personnel

Provide name, years of experience and recent client reference contact information for the paint contractor foreman that will be assigned to this job.

Proposal Section 3. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Alaska Business license as required by this RFP in Section 3.3.
- B. Insurance certificate; include proof of insurance. Limits included in Section 7.5.

Proposal Section 4: Form of Non-Collusive Affidavit

Complete and notarize the Form of Non-Collusive Affidavit, attached to this RFP as Exhibit C.

## Section 6. Selection Process

### 6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether it is compliant with RFP requirements. Noncompliant proposals will not be evaluated. Factors that may result in a proposal being declared noncompliant include, but are not limited to:

- a. Not providing evidence of meeting minimum requirements.
- b. Substantial and material conflicts of interest that were not declared.
- c. Substantial and material noncompliance to formatting requirements of RFPs.
- d. Insufficient information regarding Scope of Services or hourly rates (delivered under separate email).

## 6.2 Evaluation Process

An evaluation committee consisting of (3) three or more individuals will independently evaluate proposal compliance and content.

## 6.3 Evaluation Criteria and Point Value

Proposal evaluation will be based on Table 3 criteria and point values and will be documented by recording a final score calculated as the average score of the committee members' individual point value totals.

<b>Evaluation Criteria</b>	<b>Point Value</b>
Similar Project Experience	15
Project Approach and Ability to Manage Project Successfully	15
Capacity of Resources	20
AN/AI Preference	5
Price Proposal	45
<b>Total Point Value - 100</b>	

Table 3. Evaluation Criteria and Point Value

## 6.4 Discussions

As determined by the evaluation process, Proposers may be offered the opportunity to discuss their proposal with appropriate SCF personnel or evaluation committee and the proposal may be adjusted as a result of that discussion. Proposers may also be allowed to submit a best and final proposal as a result of any discussion.

## 6.5 Notice of Award

A notice of contract award will be provided to all Proposers.

## Section 7. Standard Contract Terms

### 7.1 Introduction

SCF is providing the following standard provisions for Proposers to review and consider in advance of a submitted proposal. These and other standard provisions will be presented to a successful Proposer at the time of contract award.

The Agreement between the two parties will be the AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. See sample AIA A104 in Exhibit G which SCF will provide when ready to enter into an agreement with the winning Proposer.

### 7.2 Conflict of Interest

Proposer 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, Proposer agrees to immediately notify Owner's Contract Administrator in writing of all situations that may fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Proposer agrees to submit a separate written attachment to this Agreement for SCF review. SCF will determine if the conflict is significant and material, and if so, will notify the Proposer in writing that said conflicts are a material breach and grounds for termination of the Proposer's services.

### 7.3 Status of Independent Contractor

The Parties intend that Proposer must provide the work described in an Agreement as an independent contractor. As an independent Contractor, Proposer is not an employee of SCF. Therefore, payments made to Proposer by SCF will not be eligible for unemployment compensation or other similar benefits. Proposer is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Proposer nor any Party employed by the Proposer will be deemed for any purpose to be an employee, agent, servant or representative of SCF. Furthermore, Proposer shall not assert in any legal proceedings arising out of this Agreement that Proposer or any Party employed by Proposer is an employee, agent, servant, or representative of SCF.

### 7.4 Americans with Disabilities Act

All SCF owned and/or operated facilities must comply as required with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards ("UFAS").

## 7.5 Insurance Requirements

Proposer shall purchase and maintain in force at all times during the performance of services under an Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood they will be the minimum acceptable limits. If the Proposer's policy contains higher limits, SCF will be entitled coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to the SCF Contract Administrator prior to performing any services. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Proposer's services.

1. **Commercial General Liability Insurance:** Proposer shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 0001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Proposer shall name SCF as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for SCF with respect to liability arising out of

Proposer's services provided under this Agreement. Additional insured coverage, as required in this subparagraph, will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCF.

2. **Workers' Compensation Insurance:** Proposer shall maintain Workers Compensation and Employers Liability Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and Federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. Proposer will also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Proposer waives all rights against SCF and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability, or any commercial umbrella liability insurance obtained by Proposer pursuant to this Agreement. Proposer, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
3. **Commercial Auto Liability Insurance:** Proposer shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection

with Proposer, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.

4. **Subcontracting Requirements:** Proposer is required to have prior written approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Proposer will be responsible for ensuring that its subcontractors are bound by the same insurance provisions as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

## 7.6 Compliance with Legal Obligations, SCF Clean Construction, and SCF Code of Conduct

Proposer agrees to comply with all Federal, state and local laws; SCF clean construction procedures (see Exhibit H); ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Proposer shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Proposer shall be responsible for any damage or injury not caused by SCF as a result of Proposer's, or any subcontractor's or their employees', servants,' or agents' failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Proposer has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary. The link to SCF's Ethics & Compliance page containing the Code of Conduct and Ethics can be found at: <https://www.southcentralfoundation.com/about-us/ethics-and-compliance/>

## 7.7 Monitoring

SCF may establish a schedule for periodic review of Proposer's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

## 7.8 Lobbying

The undersigned representative of Proposer certifies, to the best of his/her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Proposer, 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.

- B. 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, Proposer shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. Proposer 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.

### **7.9 Exclusion and Debarment**

Each party represents and warrants that no adverse action by the Federal government that will or may result in mandatory or permissive exclusion from a Federal healthcare program pursuant to 42 U.S.C §1320a-7 has occurred or is pending or threatened against it, its principals, its affiliates, or to the best of its knowledge, against any of its employees, agents or subcontractors providing services under this Agreement. Each Party additionally represents and warrants that neither it, its principals, its affiliates, and to the best of its knowledge, its employees, its agents, nor its subcontractors providing services under this agreement are suspended, debarred, or otherwise determined to be ineligible for award of contract, grant, or cooperative agreement by any Federal, state, or other governmental body.

Each Party shall immediately provide written notice to the other Party of (1) its receipt of a notice of an adverse action by the Federal government against any of the individuals or entities specified above that will or may result in mandatory or permissive exclusion from a Federal healthcare program pursuant to 42 U.S.C. §1320a-7, (2) the date of any adjudication or determination that any of the individuals or entities specified above has committed any action that would subject it/them to mandatory or permissive exclusion under 42 U.S.C. §1320a-7, or (3) a notice of an adverse action by a governmental body against any of the individuals or entities specified above that will or may result in a determination of ineligibility for award of contract, grant or cooperative agreement. In the event either Party fails to provide the other Party with such written notice, or it is discovered that either Party’s representations contained herein are false, the other Party has the right to immediately terminate this Agreement.

### **7.10 Successors, Assignment or Delegation**

This Agreement may not be assigned or subcontracted or otherwise transferred by Proposer without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Proposer warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this

Agreement, that Proposer shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve the Proposer from any obligations hereunder. Proposer further agrees that Proposer shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.

### **7.11 Nondiscrimination**

Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or “qualified individual with a disability status.”

### **7.12 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, Proposer 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.

### **7.13 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.

### **7.14 Media Contact**

Proposer, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Proposer asking for information, the Proposer will refuse to comment and will refer the inquiry to SCF’s Office of Public Relations and the SCF Contract Administrator. Further, Proposer will not use SCF’s name in any advertising, publications, promotional materials or publicity release concerning any Agreement or the services performed under it.



### EXHIBIT A: Scope of Services

Southcentral Foundation wishes to contract with a company to complete interior painting at the Alaska Native Primary Care Center 3 located at 4320 Diplomacy Drive in Anchorage, AK. Contractor shall perform all work required to provide gypsum wallboard (GWB) touchup and painting, in all areas indicated in EXHIBIT D: ANPCC 3 Floor Plans – Areas to Paint. EXHIBIT D includes ceiling heights and room dimensions. Follow EXHIBIT E, Specification 09 9123, which details product, submittal, and execution requirements for the work.

Contractor shall:

- Follow all provisions set forth in EXHIBIT E, Specification Section 099123 – Interior Painting.
- Perform all moving and masking of furniture as required to complete the work. Medical equipment and all items mechanically attached to the walls shall be protected and remain in place (refresh wall paint around the equipment). Furniture shall be moved by contractor away from walls and ceilings to be painted, as needed to complete the work.
- Perform all cleanup and replacement of outlets/covers, moved furniture, etc., before 7:00AM each morning.
- Working hours shall be 7:00PM-7:00AM, Monday through Saturday, and all of Sunday. Contractor shall check in and out with security daily. Contractor will be provided 3 access badges for the duration of the work.
- Provide a 2 day (minimum) look ahead schedule of areas of work, for coordination with and notification of staff, a minimum of 48 hours prior to commencement of the work.
- Complete Phase 1 to ‘refresh’ the existing interior paint in the pink areas indicated in Exhibit D. Areas highlighted in **PINK** indicate ‘High Visibility’ and shall be completed in this first phase no later than June 12, 2023. Match existing color and sheen.
- If flashing is visible after any required touchup painting, touchup painting shall be performed ‘corner to corner’.
- Submit all completed work to SCF’s Construction Project Manager for review and sign off.



**EXHIBIT B: Proposal Offer and Signature Page**

RFP Number: SCF23-1097

RFP Name: Alaska Native Primary Care Center 3 – Interior Painting Refresh

Proposal Due Date: May 23, 2023

**PROPOSERS MUST COMPLETE THE SECTION BELOW**

A. Firm Fixed Price Contract Value \$ \_\_\_\_\_

**AN/AI Preference:**

Is an Alaska Native / American Indian Business Owner Preference being claimed? YES  or NO

(Must include proof of AN/AI Ownership in Section 3 of Proposal)

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Address City State Zip Code

**Acknowledgement of receipt of addenda:**

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ Signature \_\_\_\_\_

By signing below Proposer agrees to all terms and conditions as listed within this Request for Proposal issued by SCF.

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

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

**EXHIBIT C: Form of Non-Collusive Affidavit**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**

**(PRIME PROPOSER)**

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

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

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

"That he/she is the Proposer, 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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer 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 Proposer, or to fix any overhead, profit or cost element or said bid price, or of that of any other Proposer, 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: \_\_\_\_\_

Proposer's Representative

\_\_\_\_\_

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT D: DRAWINGS ANPCC3 PAINTING SQUARE FOOTAGE**

See areas highlighted in **PINK** in separate file:

**“EXHIBIT D\_DRAWINGS\_ANPCC3 Painting square footage”**

**EXHIBIT E: 099123 INTERIOR PAINTING SPECIFICATIONS**

**SECTION 09 9123  
INTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view (GWB and metal columns only. Do not paint metal door jambs).
  - 1. Prime surfaces to receive wall coverings, if required.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items indicated not in contract.
  - 2. Items indicated to remain unfinished.
  - 3. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.

**1.02 DEFINITIONS**

- A. Comply with ASTM D16 for interpretation of terms used in this section.

**1.03 REFERENCE STANDARDS**

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2016.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. Manufacturer's installation instructions.
  - 5. Indicate VOC content.
- C. Samples: Submit one paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, discuss sheen options with Owner before preparing samples, to eliminate sheens not required.
  - 3. Allow 3 days for approval process, after receipt of complete samples by Owner.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  - 2. Label each container with color in addition to the manufacturer's label.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

20064.01 / SCF PCC III Paint Refresh	09 9123 - 1	Interior Painting
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Southcentral Foundation  
Primary Care Center III  
SCF23-1097

- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### 1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
  - 1. If a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- B. Paints:
  - 1. Base Manufacturer: Sherman Williams & Benjamin Moore.
- C. Primer Sealers: Same manufacturer as topcoats.
- D. Substitutions: See Section 01 6000 - Product Requirements.

#### 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen shall be eggshell. Intent is to match existing.

#### 2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board.
  - 1. One top coat and one coat primer (If required).
  - 2. Top Coat(s): High Performance Architectural Interior Latex; 139.
    - a. Products:
      - 1) Sherwin-Williams Pre-Catalyzed Waterbased Epoxy, Eg-Shel. (MPI #139)
      - 2) Substitutions: Section 01 6000 - Product Requirements.
  - 3. Top Coat Sheen:
    - a. Eggshell: MPI gloss level 3; use this sheen per schedule in Part 3.
  - 4. Primer: As recommended by top coat manufacturer for specific substrate.
    - 1) Sherwin-Williams Waterborne Acrylic Dryfall, Eg-Shel. (MPI #155, 226)
    - 2) Substitutions: Section 01 6000 - Product Requirements.
- B. Paint I-OP-DF - Dry Fall: Metals; exposed structure and overhead-mounted services, including shop primed steel deck, structural steel, and metal fabrications.
  - 1. Shop primer by others.

20064.01 / SCF PCC III Paint Refresh	09 9123 - 2	Interior Painting
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2. Top Coat: Latex Dry Fall; MPI #118, 155, or 226.
  - a. Products:
    - 1) Scuffmaster
    - 2) Substitutions: Section 01 6000 - Product Requirements.

C.

#### **2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  1. Interior Latex Primer Sealer; MPI #50.
    - a. Products:
      - 1) As recommended by the manufacturer for application..

#### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

#### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleeding through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Ferrous Metal:
  1. Solvent clean according to SSPC-SP 1.
  2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer.

#### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. If surface is different color than specified color – prime and paint if required. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles with HEPA filtration. Use tack cloth to remove dust and particles just prior to applying the next coat, if required.

20064.01 / SCF PCC III Paint Refresh	09 9123 - 3	Interior Painting
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Southcentral Foundation  
Primary Care Center III  
SCF23-1097

- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- F. Actively catch and contain any dust generated using a vacuum and HEPA filters.
- G. Remove all drop cloths, tape, masking, etc. and leave areas in clean condition at the end of each shift.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

**3.05 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**3.06 SCHEDULE**

- A. P1, Sherwin Williams Old Ivory SW 1353, Eggshell.
- B. P2, Sherwin Williams Sesame SW 1117, Eggshell.
- C. P3, Sherwin Williams Portabello SW 6102, Eggshell.
- D. P4 Sherwin Williams Halcyon Green SW 6213 Eggshell.
- E. P5, Benjamin Moore Meditation AF-395, Eggshell.
- F. P6, Benjamin Moore French Press AF-170, Eggshell.
- G. P7, Scuffmaster Smooth Pearl SP9147.

**END OF SECTION**

20064.01 / SCF PCC III Paint Refresh	09 9123 - 4	Interior Painting
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**EXHIBIT F: DIVISION 01 SPECIFICATIONS ANPCC3 PAINTING REFRESH**

**SECTION 01 11 00  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**3.1 WORK COVERED BY CONTRACT DOCUMENTS**

A. Work Summary:

Southcentral Foundation needs a Contractor to refresh the interior paint at the Alaska Native Primary Care Center 3 located at 4320 Diplomacy Drive in Anchorage, Alaska. Contractors will prepare a bid based on these bid documents and the drawings dated May 16, 2023.

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, work may commence Monday – Saturday from 7:00 PM to 7:00 AM, and all of Sunday. Any cleanup and furniture replacement must be completed within the hours indicated above.

**3.2 METHOD**

A. Perform the Work under a single lump sum Contract.

**3.3 WORK BY OWNER**

A. Not Applicable

**3.4 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.

### **3.5 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, including creating excessive noise, with the Owner operations after normal work hours (7:00A.M.-7:00P.M. Monday thru Saturday)
- 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.

### **3.6 EXCESSIVE NOISE**

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

### **3.7 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. Section 01 29 76 – Progress Payment Procedures.
- B. Section 01 33 00 - Submittal Procedures: Construction Progress Schedules.
- C. Section 01 60 00 - Product Requirements: Product Options and Substitutions.
- D. 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 OWNER, via Construction Project Manager, will advise of minor changes in the Work not involving and adjustment to Contract Sum or Contract Time, by issuing supplemental instructions on a form acceptable to OWNER.
- 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 01 60 00 - 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 a 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. Owner 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 these Bid Documents 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 Bid Documents 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 Owner 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 Owner 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 DOCUMENTS**

- A. Division 01 Section 77 00 "Closeout Procedures".

**1.2 DEFINITIONS**

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

**1.3 PROJECT SCHEDULE**

- A. Provide a project schedule for approval by the Owner prior to starting work. The 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 the 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 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.

## 1.6 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 to OWNER.
  - 1. 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 numbers 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. Owner's Action: Owner will review each RFI, determine action required, and respond. Allow one working day for Owner's response for each RFI. RFIs received by Owner after 3:00 p.m. will be considered as received the following working day.
  
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use logs with the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Owner [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 Owner'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.
- E. Owner Supplemental Information (ASI) are treated similarly as RFI's except they are issued by the Owner.

## 1.7 PROJECT MEETINGS

- A. Preconstruction Conference: Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Owner, but no later than 2 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Owner, 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 the 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. Use of the premises [and existing building].
    - m. Work restrictions.
    - n. Working hours.
    - o. Owner's occupancy requirements.
    - p. Responsibility for temporary facilities and controls.
    - q. Procedures for moisture and mold control.
    - r. Procedures for disruptions and shutdowns.
    - s. Construction waste management and recycling.

- t. Parking availability.
  - u. Office, work, and storage areas.
  - v. Equipment deliveries and priorities.
  - w. First aid.
  - x. Security.
  - aa. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

B. Project coordination meetings are held at Owners request. Project coordination meetings are in addition to specific meetings held for other purposes.

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

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



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

### **PART 1 - GENERAL**

#### **1.1 SUBMITTAL PROCEDURES**

- A. Deliver submittals to Owner and Owner as directed.
- B. Sequentially number the submittal forms. Resubmittals shall have the 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. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- F. Submittals not requested will not be recognized or processed.

#### **1.2 DISTRIBUTION**

- A. Distribute copies of approved submittals to Owner

#### **1.3 CONSTRUCTION PROGRESS SCHEDULE**

- A. Submit initial work progress schedule, within 2 days after date of Owner-Contractor Agreement for Owner's review and before first payment request.
- B. Revise and resubmit as every 2 days.
- C. Submit revised schedules to Owner, identifying changes since previous version.

#### **1.4 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.

## **1.5 SAMPLES**

- A. Submit Paint "Draw Downs" 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. Include identification on each sample, with full project information.

## **1.6 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.

## **1.7 MANUFACTURER'S CERTIFICATES**

- A. When specified in individual Specifications Sections, submit manufacturer's certificates to OWNER 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 OWNER.

**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. Section 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. 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.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stress, vibration, physical distortion or disfigurement.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 – EXECUTION**

**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 Owner's action on Contractor's submittals, applications, and requests, "approved" is limited to Owner's duties and responsibilities as stated in the Conditions of the Contract.
- B. "Directed": A command or instruction by Owner. 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 3 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. Contractor may use OWNER supplied power at the building.
- 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. Permanent building lighting may be utilized during construction.

### **2.4 HUMIDITY CONTROL**

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

## **2.5 TEMPORARY WATER SERVICE**

- A. Existing water services may be used. OWNER will pay cost of water used. Exercise measures to conserve water.

## **2.6 TEMPORARY SANITARY FACILITIES**

- A. Existing facilities may be used during construction if coordinated with OWNER and maintained in clean condition.

## **2.7 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.

# **PART 3 - EXECUTION**

## **3.1 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.

### **3.2 SECURITY**

- A. Coordinate with OWNER's security program.

### **3.3 PARKING**

- A. Coordinate with OWNER to arrange for parking areas to accommodate construction personnel.

### **3.4 PROGRESS CLEANING**

- A. Maintain work and storage area free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition 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.

## **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: \_\_\_\_\_ Owner: \_\_\_\_\_

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**

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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 the specified product.
  - Same warranty will be furnished for proposed substitution as for specified product.
  - The 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**

---

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. Owner's Action: Owner will respond in writing Contractor within 7 days of receipt of completed product list. Owner's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Owner'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 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. Owner's Action: If necessary, Owner 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,” Owner will make selection.
  4. Where products are accompanied by the term “match,” sample to be matched is Owner’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, Owner 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, Owner 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: Owner will consider requests for substitution if received within 1 day after the Notice to Proceed. Requests received after that time may be considered or rejected at the discretion of the Owner.

B. Requirements: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner 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 Owner 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 Owners 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 \_\_\_\_\_, 2023.

(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.

#### **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. Owner'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 Owner'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 Owner'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 the 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.
- B. OWNER may occupy portions of the project for its use.
- 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, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements
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 copy of Owner's 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, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.
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 Owner 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. Provide copies of each warranty to include in the operation and maintenance manuals.

## **1.8 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Provide Paint and extra materials to Owner.
- 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 the 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-surface 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 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 Owner 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.

The 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 \_\_\_\_\_, 2023.

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

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

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

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

(SEAL IF BIDDER IS A CORPORATION)

**END OF SECTION**

**EXHIBIT G: SAMPLE CONTRACT AIA A104-2017**

# DRAFT AIA® Document A104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the  day of  in the year   
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« Southcentral Foundation »  
 « 4501 Diplomacy Drive »  
 « Anchorage, Alaska 99508 »

and the Contractor:  
(Name, legal status, address and other information)

« »  
 « »  
 « »  
 « »

for the following Project:  
(Name, location and detailed description)

« »  
 « »  
 « »

The Architect:  
(Name, legal status, address and other information)

« »  
 « »  
 « »  
 « »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES



EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than « » ( « » ) calendar days from the date of commencement of the Work.

By the following date: « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.3 Cost of the Work Plus Contractor's Fee**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

« »

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

« »

**§ 3.4.3 Guaranteed Maximum Price**

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 3.4.3.3 Unit Prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
------	-------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

« Contractor shall pay owner \$xxx per day, for each day the project extends beyond the substantial completion date. Owner shall allow for a contract time extension for either any material item that is delayed by manufacturing or shipping which is outside of the Contractor's control, or any scope change by Owner that extends the time needed to complete. »

Commented [LK1]: Amount varies based on project size, scope, and urgency.

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « last » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « last » day of the « next » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than « thirty » ( « 30 » ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« five percent (5%) »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

**§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, ~~and not before~~ **as follows:**

~~« The Contractor provides Owner with lien waivers/releases in accordance with Section 15.7. »~~

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

~~For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, t~~**he method of binding dispute resolution shall be as follows:**  
(Check the appropriate box.)

~~[  ] Arbitration pursuant to Section 21.6 of this Agreement~~

[  ] Litigation in a court of competent jurisdiction

[  ] Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 6.1** The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 6.1.1** The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

~~**§ 6.1.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203–2013 incorporated into this Agreement.)~~

« »

~~**§ 6.1.3** The Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages

~~**§ 6.1.3.4** The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)~~

« »



Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.45 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« »

Number	Title	Date
--------	-------	------

§ 6.1.56 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.76 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
*(Check all boxes that apply.)*

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

« »

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

## § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

## § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## § 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

## § 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in writing AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## § 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## § 7.9 Notice

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed,~~ or as otherwise set forth below:  
(~~If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.~~)

« To Owner:  
Maude Blair, Senior Corporate Counsel  
4501 Diplomacy Drive  
Anchorage, Alaska 99508  
mblair@southcentralfoundation.com

---

CC the Contracts team on each notice using the distribution list of SCFContracts@southcentralfoundation.com

To Contractor:

It shall be the responsibility of the sending party to request a read receipt, if desired, for electronic notices »

Field Code Changed

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall pay for and the Architect shall secure ~~and pay for the building permit and~~ other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### § 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### § 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the ~~Contractor-Architect~~ shall secure and the Owner shall pay for the building permit. Contractor shall secure and pay for any-as well-as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### § 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### § 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the

Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

#### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

~~§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute

Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.



## ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner’s acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and

proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, ~~if required~~, be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect

will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

#### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall

commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. 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 Section 15.7 of the Agreement. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

### ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

#### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage

or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

#### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 The Owner shall not be responsible under this Section 16.2 for materials or substances the Contractor brings to the project site or stores offsite.

### ARTICLE 17 INSURANCE AND BONDS

#### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor waives all rights against Owner and its agent, officer, director, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto, Workers Compensation and Employers Liability, Contractors Pollution Liability, and/or Commercial Umbrella or Excess Liability insurances maintained pursuant to this Agreement. All policies will be endorsed to enforce this waiver. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« Contractor shall maintain the completed operations coverage for 10 years, the Alaska Statute of Repose. »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) each occurrence, « two million dollars » (\$ « 2,000,000 » ) general aggregate, and « two million dollars » (\$ « 2,000,000 » ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 » ) each accident, « one million dollars » (\$ « 1,000,000 » ) each employee, and « one million dollars » (\$ « 1,000,000 » ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) per claim and « two million dollars » (\$ « 2,000,000 » ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The

furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
<u>Property Insurance</u>	<u>The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.</u>

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

~~§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.~~

~~§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.~~

~~§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~

~~§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

~~§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property~~

~~insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

~~§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by ~~property~~ ~~any~~ insurance required by this Agreement or ~~any~~ other ~~property~~ insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

#### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

#### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.



## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed, ~~construed, and enforced in accordance with by~~ the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same shall be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska, place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

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§ 19.5 The Contractor's representative:  
(Name, address, email address and other information)

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ~~ten thirty (30)~~ days' prior written notice to the other party.

§ 19.7. 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.

§ 19.8. Lobbying.

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

§ 19.8.1 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.

§ 19.8.2 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.

§ 19.8.3 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.

§ 19.9. 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.

§ 19.10. 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").

§ 19.11. Federal Tort Claims Act.

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User Notes: (1129663592)

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.

**§ 19.12. 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.

**§ 19.13. 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.

**§ 19.14. 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.

**§ 19.15. Nondiscrimination.**

Except as provided in Section 17.8, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or "qualified individual with a disability status"

**§ 19.19. 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 12.5 and 12.6.

**§ 19.20. Hazardous Materials**

The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site. »

**ARTICLE 20 TERMINATION OF THE CONTRACT**

**§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

« No additional fee above and beyond reasonable costs already incurred prior to notice of termination. »

### ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

#### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

#### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

#### ~~§ 21.10 Continuing Contract Performance~~

~~Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.~~

#### ~~§ 21.11 Waiver of Claims for Consequential Damages~~

~~The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« April Kyle, MBA » « President/CEO »

(Printed name and title)

CONTRACTOR (Signature)

« » « »

(Printed name and title)

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**EXHIBIT H: SCF CLEAN CONSTRUCTION PROCEDURE**

## **INFECTION CONTROL MANAGEMENT FOR CLEAN CONSTRUCTION PROCEDURE**

### **I. PURPOSE**

To outline the process for selecting and implementing proper controls to reduce risk and to minimize impact of construction or renovation activities throughout Southcentral Foundation (SCF) facilities.

### **II. SCOPE**

This applies to all direct hire employees, Civil Service and Commissioned Corps Officers working under contractual agreements with SCF and volunteers. Individuals and business entities that have entered into contractual agreements with SCF are not exempt, unless otherwise stated in their contracts.

### **III. DEFINITIONS**

A. [Contractor Definition](#)

B. [Customer-owner Definition](#)

C. Infection Control Risk Assessment (ICRA): A risk assessment tool that incorporates the facility's customer-owner population and type of construction work to reduce the risk of infection through phases of facility planning, design, construction, renovation, and maintenance.

### **IV. PROCEDURE**

A. This procedure with the accompanying ICRA Construction Permit will apply to all projects, including small construction and maintenance work.

B. The ICRA will be implemented in the planning phase of each project and will be assessed by the Manager of Facilities or designee, in consultation with the project manager, the Manager of Safety and Workers' Compensation and the Nurse Manager of Quality Assurance (QA) or designee.

C. The Manager of Facilities or designee will provide updated documentation of the risk assessment throughout planning, design, and construction.

D. Performance Standards

1. ICRA will be initiated and maintained by the Manager of Facilities or designee, in consultation with the Nurse Manager of QA or designee and the



Manager of Safety and Workers' Compensation at all appropriate construction sites and areas with infection control deficiencies.

2. Selected ICRA will be monitored by the Manager of Facilities in consultation with the Nurse Manager of QA or designee, Manager of Safety and Workers' Compensation, and Security Officers on weekends and holidays.
  3. The Manager of Facilities or designee will provide briefings to the affected employees, including contracted construction workers, to inform them of the particular ICRA for areas where they work.
  4. Work projects may be suspended in the event the ICRA is not fully implemented.
- E. Manager of Facilities or designee will:
1. Consult with the Nurse Manager of QA or designee and the Manager of Safety and Workers' Compensation to select and implement appropriate infection control measures/actions for existing hazards that violate infection control standards and/or guidelines.
  2. Ensure the ICRA measures/actions are maintained, enforced, and documented.
  3. Consult with the Nurse Manager of QA or designee and the Manager of Safety and Workers' Compensation for all Type C and Type D projects as defined in this procedure.
  4. Ensure that ICRA measures/actions are incorporated into all contractor negotiations and contracts.
  5. Ensure that contractors and Facilities maintenance employees adhere to the implemented ICRA measures/actions.
- F. Contractors are responsible for training their employees and enforcing ICRA measures/actions with their employees.
- G. Employees are responsible for adhering to established ICRA measures/actions and for reporting any violations of this procedure to the Manager of Facilities or designee.
- H. Project assessment
1. Each project will be assessed for risk during the planning phase by Facilities.

- a. The project will be assigned a risk group to include employees from QA, Facilities, and the affected program and will be matched with a project type that will determine a class of precautions to be implemented.
2. The class of precautions will be determined by using the Risk Group Classification Matrix described in this procedure.
3. Type of Projects (Work)
  - a. Type A (Minor) - Inspection and non-invasive projects including, but not limited to:
    - i. Removal of ceiling tiles for visual inspection
    - ii. Painting with no sanding
    - iii. Wall covering
    - iv. Electrical trim work
    - v. Minor plumbing and
    - vi. Other activities that do not generate dust
  - b. Type B (Maintenance) – Short duration / minimal dust projects which include, but are not limited to:
    - i. Setting brackets
    - ii. Hanging items
    - iii. Cutting of walls or ceilings where dust migration can be controlled to the immediate work area and the duration is less than one (1) work shift
    - iv. Cutting of walls or ceilings where dust migration can be controlled, and the duration is less than one (1) work shift
  - c. Type C (Moderate) – Short duration / minor dust projects, including, but is not limited to:
    - i. Sanding
    - ii. Removal of floor coverings, ceiling tiles, and casework

- iii. New wall construction
- iv. Minor duct work or electrical work above the ceiling
- v. Major cabling activities
- d. Type D (Major) – Projects that generate dust or require demolition of fixed building components which include, but are not limited to:
  - i. Activities which require consecutive work shifts
  - ii. Require heavy demolition and/or removal of a complete cabling system
  - iii. New construction
- 4. Type of Area
  - a. Low Risk:
    - i. Plant area and other areas not intended for customer-owner use
    - ii. Warehouse
    - iii. Office areas
    - iv. Living quarters at residential treatment programs
    - v. Food service or kitchen areas
  - b. Medium Risk:
    - i. Physical Therapy
    - ii. Radiology
    - iii. Outpatient Clinics (not including office areas)
    - vi. Dental Clinics
  - c. High Risk:
    - i. Laboratory
    - ii. Pharmacy

Procedure Title: Infection Control Management for Clean Construction Procedure	Classification: Corporate Procedure
Category: Quality Assurance	Approval Date: 01/07/2021
Subcategory: Employee Health and Infection Control	Document Owner: Joy Callaway

d. Highest Risk:

i. Dental Sterile Processing

5. Risk Group Classifications

Risk Group Classification	Type A	Type B	Type C	Type D
Low Risk	I	I/II	II	III/IV
Medium Risk	I	I/II	III	IV
High Risk	I	I/II	III/IV	IV
Highest Risk	I/II	III/IV	III/IV	IV

Note: Nurse Manager of QA or designee approval will be required when the construction activity and risk level indicate that **Class III** or **Class IV** control procedures are necessary.

6. Infection control measure based on class:

	During Construction Project	Upon Completion of Project
<b>Class I</b>	<ol style="list-style-type: none"> <li>Execute work by methods to minimize raising dust from construction operations.</li> <li>Immediately replace any ceiling tile displaced for visual inspection.</li> </ol>	<ol style="list-style-type: none"> <li>Clean work area upon completion of work.</li> </ol>
<b>Class II</b>	<ol style="list-style-type: none"> <li>Provide active means to prevent airborne dust from dispersing into atmosphere.</li> <li>Water mist work surfaces to control dust while cutting.</li> <li>Seal unused doors with tape.</li> <li>Block off and seal air vents.</li> <li>Remove or isolate heating, ventilation, and air conditioning (HVAC) system in areas where work is being performed.</li> </ol>	<ol style="list-style-type: none"> <li>Wipe work surfaces with disinfectant.</li> <li>Contain construction waste before transport in tightly covered containers.</li> <li>Wet mop and/or vacuum with High-Efficiency Particulate Air (HEPA) filtered vacuum before leaving work area.</li> <li>Remove isolation of HVAC system in areas where work is being performed.</li> </ol>

<b>Class III</b>	<ol style="list-style-type: none"> <li>1. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>2. Complete all critical barriers e.g., sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within the work site utilizing HEPA equipped air filtration units.</li> <li>4. Contain construction waste before transport in tightly covered containers.</li> <li>5. Cover transport receptacles or carts. Tape covering unless solid lid.</li> </ol>	<ol style="list-style-type: none"> <li>1. Do not remove barriers from work area until completed project is inspected by the Manager of Facilities, Manager of Safety and Workers' Compensation and Nurse Manager of QA or their designees and is thoroughly cleaned by housekeeping.</li> <li>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Vacuum work area with HEPA filtered vacuums.</li> <li>4. Wet mop area with disinfectant.</li> <li>5. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>
<b>Class IV</b>	<ol style="list-style-type: none"> <li>1. Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>2. Complete all critical barriers e.g., sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Seal holes, pipes, conduits, and punctures appropriately.</li> <li>5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.</li> <li>6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area.</li> <li>7. Do not remove barriers from the work area until completed project is inspected by the Manager of Facilities, Manager of Safety and Workers' Compensation and Nurse Manager of QA and thoroughly cleaned by the cleaning contractor.</li> </ol>	<ol style="list-style-type: none"> <li>1. Do not remove barriers from work area until completed project is inspected by the Manager of Facilities, Manager of Safety and Workers' Compensation and Nurse Manager of QA or designee, and is thoroughly cleaned by the cleaning contractor.</li> <li>2. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Contain construction waste before transport in tightly covered containers.</li> <li>4. Cover transport receptacles or carts. Tape covering unless solid lid.</li> <li>5. Vacuum work area with HEPA filtered vacuums.</li> <li>6. Wet mop area with disinfectant.</li> <li>7. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>

## 7. Environmental monitoring

- a. The Manager of Facilities or designee may conduct field inspections at any time during the life of the project with the assistance of the Nurse Manager of QA or designee and the Manager of Safety and Workers' Compensation.
- b. The Manager of Facilities or designee may monitor air quality throughout project as needed.

## 8. Implementation of Infection Control Measures

- a. Temporary construction barriers and closures will be dust-tight.
- b. Removal of debris will be in tightly covered containers.
- c. Adhesive walk-off mats will be placed at all entrances to work site, as needed.
- d. Any dust tracked outside of the barrier will be removed immediately.
- e. Any ceiling access panels opened for investigation beyond sealed areas will be replaced immediately when unattended.
- f. Ventilation and return ducts will be blocked off within the construction area.
  - i. Method of capping ducts will be dust tight and airflow to those devices will be shut off either with the direct digital control and/or damper.
- g. Removal of construction barriers and ceiling protection will be done carefully.
  - i. Vacuum and clean all surfaces free of dust after the removal.
  - ii. Housekeeping will be notified to do a follow-up cleaning of the area.
- h. When access panels are opened in occupied areas requiring protection for work above ceilings, polyethylene enclosure is used around the ladder to seal off opening.
  - i. The device will be fitted/sealed tightly to the ceiling and floor per the manufacturer's instructions.

## 9. Enforcement of Infection Control Measures

- a. The Manager of Facilities, Nurse Manager of QA, or Manager of Safety and Workers' Compensation or their designees may stop the work if this procedure is violated.
  - i. If work is stopped, it may not resume until all violations of this procedure are corrected and verified in writing.
- b. The Manager of Facilities or designee will record the following:
  - i. Document each violation with photographs and written reports.
  - ii. Extract contractor or department information from the work log.
  - iii. Maintain a record of all infection control violations.
- c. Violations of this procedure may affect status as a responsible contractor for bidding future work.

## V. REFERENCES

- A. [Centers for Disease Control and Prevention](#)
- B. Facility Guidelines Institute, Guidelines for Design and Construction of Hospitals and Outpatient Facilities (2014).
- C. Hansen, Wayne (July 2002) Clean Construction Health Facilities Management
- D. [Infection Control Procedure](#)
- E. The Joint Commission

## VI. ATTACHMENT

- A. Infection Control Risk Assessment form (See Attachment Icon)

The preceding document is for internal Southcentral Foundation (SCF) use only. SCF assumes no responsibility for anything that may result if an external party attempts to use this document for any purpose.