LCCC CCI CARPET REPLACEMENT

LARAMIE COUNTY COMMUNITY COLLEGE
1400 EAST COLLEGE DRIVE
CHEYENNE, WYOMING

DATE: 09/11/2018

TOBIN & ASSOCIATES, P.C.
ARCHITECTURE / PLANNING
DRAWINGS AND SPECIFICATIONS FOR
LCCC CCI Carpet Replacement

LARAMIE COUNTY COMMUNITY COLLEGE
1400 EAST COLLEGE DRIVE
CHEYENNE, WYOMING

Date: September 11, 2018
Architects’ Project No. 17-07-06
Owners’ Project No. IFB-19037

ARCHITECT:
  Tobin & Associates, P.C.
  P.O. Box 2420
  Cheyenne, Wyoming 82003
  (307) 632-3144
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PROJECT: CCI Carpet Replacement Project

BID No.: IFB-19037

DUE DATE & TIME: October 18, 2018 @ 3:00 p.m. (prevailing local time)

BID: Sealed Bids, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be received at the Laramie County Community College Contracts Office located in the Administration Building on 1400 East College Drive, Cheyenne, WY 82007 at Administration Building room AM-108 in until October 18, 2018 at 3:00 p.m. (prevailing local time), and then publicly opened, read aloud and duly recorded.

PRE-BID MEETING: A MANDATORY Pre-Bid meeting and job walk will be held on September 27, 2018 @ 11:00 a.m. (prevailing local time) in the Center for Conferences & Institutes Building Room CCI-129/130. Attendance at the Mandatory Pre-Bid meeting is required to bid on this project. ***Doors will be locked at 11:00 a.m.***

Jamie Spezzano
Director, Contracting & Procurement
Laramie County Community College
1400 East College Drive
Cheyenne, WY 82007
Phone: (307) 778-1280
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SECTION ONE

DEFINITIONS AND TERMINOLOGY

Wherever used in this bid these or other related procurement documents, the following terms have meanings indicated which are applicable to both the singular and plural thereof.

Addenda: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bid documents or the related procurement documents.

Architect: Owner’s contract consultant and contracted project representative.

Bid and/or Bid Documents: Bid Document, applicable addenda, other affiliated or referenced data specific to said bid.

Bid Process or Period: Begins with issue/publication of bid document to public sector, and concludes at the award of the bid.

Bidder: Vendor, firm, or contractor submitting a Bid

Contractor: Vendor, firm, or company awarded a contract or PO for this Bid

Contract Document: A legally enforceable (binding) agreement between two competent parties; evidenced by an offer and acceptance of offer. Document shall include by reference, all Bid Documents, contractor’s bid, negotiated documents, issued addendums, special or supplemental conditions, specifications, and any mutually agreed upon modifications, and/or additions.

Firm: Same as vendor or contractor

Issuing Office: The issuing office for this IFB is: Tobin & Associates, P.C., 1820 Dillon Avenue, Cheyenne, WY 820091

LCCC: Laramie County Community College (College) or Owner, one in the same.

Purchase Order: A contractual agreement with a vendor for goods or services that specifies payment terms, delivery dates, item identification, quantities, freight terms, and other obligations and conditions.

Specifications: Those portions of this proposal consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards, workmanship, goods, services, and administrative details applicable thereto.

Vendor: Same as company/contractor/firm.

END OF SECTION ONE
SECTION TWO

INSTRUCTIONS TO BIDDERS AND BID REQUIREMENTS

1. GENERAL CONDITIONS

1.1 Notice is hereby given that LCCC will receive sealed bids up to 3:00 p.m. (prevailing local time), October 18, 2018, at that time to be publicly opened and recorded in the Administration Building AM-108, for the LCCC project in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

1.2 Successful firm shall provide LCCC with the services and/or materials as defined by LCCC Policies and this certain Bid Package.

1.3 Bids must be received by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the respective firm.

1.4 Bids shall be sent to the LCCC Purchasing Office or hand-delivered prior to the Bid Opening in a sealed envelope (or package) marked “Sealed Bid”, and referencing the Bid # IFB-19037.

1.5 All bids shall be submitted on the LCCC “BID SUBMITTAL & PRICING DOCUMENT” and must be signed by an authorized official of the firm submitting the Bid.

1.6 Telephone, telegraph, or fax bids will not be accepted.

1.7 Any bid which modifies, deletes, or changes any of the conditions or provisions, specifications, or bid requirements will be rejected. Do not deface or alter any portion of the original Bid package.

1.8 By submitting this bid, each firm certifies under penalty of perjury that they have not acted in collusion with any other firm or potential firms. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attach bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract.
2. **PREPARATION OF BID**

2.1 Firms are expected to examine all Drawings, Specifications, instructions and/or requirements of this Bid package. Failure to do so will be at the bidder’s risk. The Bid and all referenced documents must be used in preparation of each bid. LCCC assumes no responsibility for errors, misinterpretations and/or verbal communication resulting from the use of incomplete Bid Documents.

2.2 Each firm shall furnish the information required by the Bid. The BID SUBMITTAL & PRICING DOCUMENT (see SECTION THREE) shall be completed, signed, and returned by the respective firm’s authorized agent. All required bid documents must be returned with the bidder’s sealed bid.

2.3 Time, if stated as a number of days, will be in calendar days.

2.4 Any clarification of instructions, terms and conditions, IFB document, or proposal preparation shall be made only by the Director of Contracting & Procurement listed in this Bid document under IFB SECTION TWO, Article 6, Paragraph 6.1. Verbal clarifications will not be binding upon LCCC or their Architect. Written clarifications will be by addenda and forwarded to all interested parties.

2.5 Written addenda will be issued by LCCC for any matters regarding submittal of Bid, or issues, questions, comments, and/or clarifications that will affect, alter, modify, or change the original Bid intent or language.

2.6 To ensure uniformity and consistency, strict rules will apply to the communication process and methods during the bid process, all inquiries shall be via written instrument, mailed, faxed or hand-delivered to the appropriate individual as detailed in IFB SECTION TWO, Article 6 Paragraph 6.1. All matters, issues, questions, answers, comments and/or clarifications which meet the criteria identified above in Paragraph 2.5 will be distributed in written format to all potential bidders.

2.7 Each erasure, marking, or other changes that appear on your Bid must be initialed individually by the person signing the Bid.

2.8 Any violation of Bid requirements shall be just cause for rejection of that particular bid without further consideration.

2.9 In the case of error in the extension of prices in the Bid, the unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.10 All Bid prices shall be quoted F.O.B Destination (Cheyenne WY) with transportation payment terms prepaid and allowed.
3. **PRE-BID MEETING, SITE INSPECTION AND BID DOCUMENTS**

3.1 Prior to submitting bids, vendors are welcome to visit the campus to inform themselves thoroughly as to the conditions involved in providing the materials required by this Bid. Arrangements for such tours should be coordinated thru the Contracts Office.

3.2 **A MANDATORY** pre-bid meeting and job-walk will commence on **September 27, 2018 @ exactly 11:00 am (prevailing local time)**; **doors will be locked at 11:00 a.m.** The meeting will be held in the Center for Conferences & Institutes Building Room CCI 129/130 on the Cheyenne WY campus. All potential bidders shall be present and signed in prior to the start of the mandatory Pre-Bid meeting. Once everyone has signed, the sign-in sheet will be taken and the meeting will “officially” start. Anyone not signed in at the “official” start of the meeting will be considered late and will not be allowed to bid on the project.

3.3 LCCC and Architect’s personnel will be present at the pre-Bid meeting to receive questions with respect to interpretation or clarification of this Bid. Any other request(s) by vendors for interpretation or clarification shall be in writing and shall be addressed to the office of the Director of Contracting and Procurement. The receipt of any request and/or corresponding reply will not alter the bid and bid due date. All requests for interpretations of Bid Documents and other questions received at the pre-Bid will be taken with the formal response through an Addendum and be issued to all plan holders.

3.4 Complete sets of the Bid Documents will be available at no charge via pdf format and may be obtained by going to the LCCC website [https://lccc.wy.edu/about/purchasing](https://lccc.wy.edu/about/purchasing).

3.5 Complete sets of the Bid Documents must be used in preparing bids, neither LCCC or Architect assumes any responsibility for errors or misinterpretations from the use of incomplete sets of Bid Documents.

3.6 LCCC and Architect in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids for the work and/or services specified herein, and do not confer a license or grant for any other use.

4. **SUBMISSION / WITHDRAWALS / LATE BIDS / MODIFICATIONS**

4.1 Prospective vendors are instructed to send or deliver their sealed Bids complete with required “BID SUBMITTAL & PRICING DOCUMENT”, attachments, and addenda, enclosed in one sealed and secure box, envelope, or other package, in a manner that assures receipt by **October 18, 2018 at 3:00 p.m. (prevailing local time)**. Package must be sealed, secured and marked in a prominent manner. A public opening and recording of each received bid will be conducted at this date and time. The Bid opening is a public meeting, open to anyone interested in attending.
4.2 Bids may be withdrawn or amended at any time prior to Bid due date. All such requests must be done via written instrument.

4.3 A Bid that is in the possession of the LCCC Contracts Office may be altered by a telegram, fax, or letter bearing the signature of the official authorizing the Bid, provided that it is received prior to the bid due date and time. Telephone or verbal alterations of a Bid will not be accepted.

4.4 Formal, advertised Bids indicate a date and time by which Bids must be received, Bids received after that time will be returned, unopened to the vendor.

4.5 Each firm submitting a bid agrees that their Bid shall remain valid for a minimum of thirty (30) calendar days from the date of closing of this Bid.

5. CERTIFICATE OF NON-DISCRIMINATION

5.1 The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin or sex as required by federal and state anti-discrimination laws. The bidder further certifies and agrees that it will deal with subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Violation of this certification may constitute a material breach of contract upon which the owner may determine to cancel, terminate, or suspend the contract.

6. QUESTIONS CONCERNING BID

6.1 All inquiries, matters, issues, questions, answers, comments, and/or clarifications concerning this Bid shall be directed to the following individual, and shall be done so via written instrument, mailed, faxed or hand-delivered to:

6.1.1 For matters pertaining to this Bid Document, contact:
- Jamie Spezzano, Director, Contracting & Procurement
- 1400 East College Drive
- Cheyenne, WY 82007
- Phone: (307) 778-1280
- Fax: (307) 778-4300
- E-mail: jspezzano@lccc.wy.edu

6.1.2 All matters, issues, questions, answers, comments, and/or clarifications concerning this Bid shall be submitted no later than October 8, 2018 at 5:00 p.m. MST and may be mailed, faxed, or hand-delivered.
6.2 All matters, issues, questions, answers, comments, and/or clarifications that alter, modify, or change the original Bid intent or language will be addressed formally via a written Bid Addenda. Information gathered by bidders through verbal conversations, phone conversations, e-mails and fax transmittals will NOT be considered formal information and should NOT be used for Bid preparation.

6.3 All issued Addenda must be acknowledged by each respective firm submitting a Bid on the document located in IFB SECTION THREE, titled Addenda Acknowledgement Document.

7. CONTRACT CONDITIONS

7.1 The scope of work and/or services shall commence upon signing of a Contract.

7.2 The vendor who is awarded a Contract is prohibited from sub-contracting, assigning, transferring, or otherwise disposing of the agreement or its’ rights, title or interest therein to any other party without the prior written consent of the Vice President of Administration and Finance Services or the Director of Contracting and Procurement, or their designated representative. All approved assignments or other transfers referred to herein must abide by the provisions of the Contract.

7.3 LCCC will execute the contract incorporating all of the specifications, requirements, terms, conditions, and provisions included in the Bid and any additional documents or data provided by LCCC or the successful firm and are deemed relevant for inclusion by LCCC.

7.4 The successful firm will be expected to properly and promptly execute this Contract. Failure to do so could result in cancellation of this Bid award to the recommended vendor. Should this happen, the Bid process may be started anew, if deemed necessary by LCCC.

8. INSURANCE REQUIREMENTS

8.1 Throughout the term of the Contract, the successful firm shall carry and pay the premium for Certificate of Liability Insurance per Exhibit “A”, with such policies of insurance limits satisfactory to LCCC as will protect LCCC; its Board of Trustees, officers, employees, Architect’s, and agents; individually and collectively from Worker’s Compensation claims and from any other claims for damages to property or for bodily injury, including death, which may arise from or in connection with the operations under this Contract, whether such operations be by the successful firm or by any subcontractor firm or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the successful firm has assumed.

8.2 The limits of the insurance coverage(s) listed above shall be in compliance with IFB Document Exhibit “A”
8.3 Prior to the commencement of the Contract, the successful firm shall deliver certificates of insurance evidencing such policy or policies to the LCCC Director of Contracting & Procurement. These certificates of insurance are to contain the endorsements set forth below.

8.4 “Hold Harmless” Clause: [with statement on certificate that these endorsements are included in the policy(ies)]. The successful firm assumes the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful firm, the subcontractor firms, and their agents, servants and employees, including losses, expenses, or damages sustained by LCCC. The successful firm hereby undertakes and agrees to indemnify and hold harmless LCCC; its Board of Trustees, officers, employees, Architect’s and agents; individually and collectively, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage (including loss of use), shall pay all damages, judgments, costs, and expenses, including attorney’s fees in connection with said demands and claims resulting therefrom. However, successful firm does not assume liability for nor indemnify LCCC against any such losses resulting from the sole negligence of LCCC or its employees or agents.

8.5 “Cancellation” Clause: The policies of insurance covered by this certificate will not be allowed to expire, be canceled, terminated or materially altered prior to their maturity date unless there shall be given no less than thirty (30) days prior written notice by certified or registered mail to LCCC’s Director of Contracting & Procurement.

8.6 “Additional Insured” Clause: LCCC shall be listed as an additional named insured on all policies, but only with respect to operations of successful firm under the Contract.

8.7 The procuring of the insurance required under the Contract shall not relieve the successful firm of any obligation or liability assumed under this Contract, including specifically the Indemnification Agreement that follows below in Paragraph 8.8. The successful firm may carry at own expense such additional insurance as it may deem necessary. The successful firm shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of successful firm’s operations within the scope provided for under the Contract, and shall cooperate with the insurance carrier in all litigated claims and demands, arising from said operations, which the insurance carrier or carriers are called upon to adjust or resist.

8.8 Indemnification Agreement: To the extent permitted by law, successful firm shall indemnify and hold harmless LCCC; and its Board of Trustees, officers, employees, Architect’s and agents; individually and
collectively, from any and all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful firm, the subcontractor firms, and their agents, servants, and employees, including losses, expenses, or damages sustained by LCCC. The successful firm shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage (including loss of use), and shall pay all damages, judgments, costs, and expenses, including attorneys’ fees in connection with said demands and claims resulting therefrom.

8.9 In the event that the successful firm shall fail to maintain and keep in force Comprehensive General Bodily Injury and Property Damage Liability Insurance, Workers’ Compensation Coverage, and other insurance coverage’s, as hereinabove provided, LCCC shall have the right to cancel and terminate the Contract forthwith and without notice.

9. **APPLICABLE WYOMING STATE STATUTES**

9.1 LCCC shall apply the following State of Wyoming Statutes to this Bid.

9.1.1 §16-6-101 through 121 titled “Public Property – Public Works and Contracts”.
9.1.2 §16-6-201 through 206 titled “Preference for State Laborers”.
9.1.3 §16-6-701 through 708 titled “Construction Contracts with Public Entities”.
9.1.4 §16-1-1001 titled “Capital Construction Projects Temporary Restrictions”.
9.1.5 §27-4-401 through 413 titled “Prevailing Wages”.

9.2 Expenditures or contracts involving federal funds are subject to federal rules and regulations, therefore under these conditions, State of Wyoming preference laws do not apply.

9.3 Final payment will be made subsequent to a forty-one (41) day advertising period, as required by Wyoming Statute §16-6-117. The final payment is also conditioned upon receipt of a sworn affidavit as required by this Statute. Said affidavit shall be completed by Contractor stating that all claims for materials and labor under the contract have been paid in full. Should there be a disputed claim, the affidavit shall so state the exact amount to be withheld from the final payment.

9.4 Acknowledgement and compliance with applicable State Statutes is the sole responsibility of the “Prime” or “General” Contractor and all subcontractors. LCCC reserves the right to request written verification of same.
10. **LAWS AND REGULATIONS**

Successful firm shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government applicable to the performance of the services described herein. LCCC agrees to provide all cooperation reasonably necessary for such compliance. In addition, successful firm shall also comply with all LCCC policies and regulations as may currently and/or in the future pertain to service under the subsequent Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

11. **LICENSES, PERMITS AND TAXES**

Contractor shall secure and pay for all federal, state, and local licenses and permits required for the performance of the work and/or services provided for herein. LCCC will cooperate with successful firm in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. Successful firm shall pay for any and all taxes and assessments attributable to the performance of the contract work and/or services provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

12. **QUALIFICATIONS OF CONTRACTOR**

12.1 The contractor quoting on this project may be required submit three (3) letters of reference from persons for whom they have done the type of work described by these specifications within the last three (3) years. In the event that the contractor has performed this type of work for Laramie County Community College within the last three (3) years, no letters of reference are required. In the event that such letters are not available, contractors shall supply the owner’s representative with the names, phone numbers, and addresses of persons or firms for whom they have done this type of work during the last three (3) years.

12.2 Contractor and each of its sub-contractors hereunder, if any, shall at its sole expense, obtain insurance as detailed in Exhibit “A” from reliable insurance companies acceptable to LCCC, with limits specified in U.S. currency or equivalent. Such insurance shall be in force at the time the contract has commenced and shall remain in force for the duration of this contract, unless a later date is specified by LCCC.

12.3 Contractor shall secure and pay for all federal, state or local licenses and/or permits required for this specific scope of work provided for herein.

12.4 The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of LCCC. It is intended that the fees paid hereunder shall constitute
earnings from self-employment income. The Contractor shall assume sole responsibility for and indemnify LCCC against liability for any debts, liabilities, taxes, duties, fees or fiscal charges that may be incurred by the Contractor in fulfilling the terms of this Agreement. LCCC will not withhold any amounts therefrom as U.S. Federal income tax withholdings from wages or as employee contributions under the U.S. Federal Insurance Contributions Act or make employer contributions thereunder with respect thereto. Contractor shall be solely responsible for the reporting, estimation and payment of all income taxes, fees, and other contributions on or attributable to self-employment income attributable to the fees payable hereunder.

13. SAFETY AND HEALTH

13.1 The successful firm shall comply with the Occupational Safety and Health Act (OSHA) of 1970 and the American Disability Act (ADA) of 1992 or the applicable standards promulgated under said Acts.

13.2 The successful firm shall take reasonable and proper care and shall use and maintain LCCC property, facilities and equipment under its care, custody, and control in a manner which shall not cause any violations, abuse, or misuse of said property, facilities, and/or equipment.

13.3 The contractor shall be responsible for implementing safety measures for the protection of their employees and members of the public during all phases of the contract work. The contractor shall be responsible for the supply and placement of traffic safety cones, barricades, warning signs, etc. Work shall be performed in compliance with OSHA regulations and other relevant and applicable codes and regulations.

13.4 If successful firm’s bid requires a capital investment for the performance of this Contract, such capital investment program shall be free of conditions which violate OSHA and ADA or other applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Acts, such action shall be the responsibility of the successful firm. Should a determination be required as to whether a specific condition violates said Acts, such determination shall be made by a competent safety Architect or safety consultant.

13.5 Should successful firm furnish equipment for the performance of this Bid, such equipment shall be free of conditions which violate OSHA and ADA, or their applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Acts, such action shall be the responsibility of successful firm.

13.6 The successful firm shall comply with and conform to all applicable fire, and public safety, laws, regulations, ordinances, code requirements, as well as LCCC’s safety regulations.
14. **HAZARDOUS MATERIALS**

14.1 The contractor agrees to indemnify and hold Laramie County Community College harmless for any release of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the EPA or DEQ that is caused by the contractor or any of the contractor's subcontractors.

14.2 Contractor shall provide LCCC with a current copy of all applicable Material Safety Data Sheets (MSDS) for each chemical, material, or product used during the performance of this scope of work.

14.3 Contractor is responsible for ensuring that all personnel who handle chemicals, materials, or products (*and their respective wastes*) are knowledgeable and properly trained, and that these chemicals, materials, or products are properly used, applied, handled, stored, transported and disposed of in accordance with federal, state, and local rules, regulations, and/or requirements.

14.4 Contractor shall provide knowledge of proper spill prevention and spill response methods for all chemicals or hazardous materials in use.

14.5 Contractor shall NOT dispose of any hazardous waste on campus. Contractor is responsible for off-site hazardous waste disposal, and any associated costs, fees, or permits associated with such disposal.

15. **RESPONSIBILITIES OF BIDDER**

15.1 The firm awarded the Bid shall comply with all applicable City of Cheyenne WY, Laramie County WY, State of Wyoming, and federal laws, regulations, codes, and standards.

15.2 Each bidder is solely responsible for all costs borne and associated with the preparation and delivery of this Bid, and shall not be reimbursed by LCCC. Said costs may include (*but not limited to*) labor, travel, materials, licenses, administrative expenses, and personal charges.

15.3 It is the responsibility of each firm before submitting a Bid to:
   a) Examine, study, and be familiar with complete Bid and referenced documents.
   b) Visit the LCCC site and become familiar with local and site conditions, if necessary.
   c) Promptly give LCCC written notice of all conflicts, errors, ambiguities, or discrepancies that the bidder discovers in the Bid or its’ related documents.

15.4 Each Bid shall be accompanied by a bid bond, certified check, or cashier’s check in an amount of 5% of the Bid. The bid security shall be drawn upon a surety company with a rating of “A” or better.
according to the Best Publication and licensed in the state of Wyoming. The security shall be made payable without condition to LCCC as a guarantee that if the bid is accepted, the bidder will enter into a contract with LCCC for the work prescribed by said bid. The bid security of all bidders will be retained until the contract is awarded or other disposition has been made. If the successful bidder fails to execute a contract and/or agreement and to furnish other required documentation within ten (10) days of notice of award, LCCC shall be entitled to collect the amount of the bidder’s proposal guarantee and costs of any legal fees incurred for collection of the bid bond or any damages incurred by LCCC as liquidated damages as to award the prescribed bid work by the successful bidder to another bidder or to re-advertise the bid or otherwise dispose of the said bid as LCCC may see fit.

15.5 The successful bidder shall be required as per Wyoming Statute §16-6-112 to provide a contractor’s performance and payment bond or other guarantee in an amount equal to 100% of the contract sum. If the contract sum is one hundred thousand dollars ($100,000.00) or less, other forms of bond or guarantee may be approved by LCCC prior to acceptance of such bond or guarantee. The bonding company must have a rating of “A” or better according to Best Publication.

15.6 Each applicant is solely responsible for any cost incurred prior to issuance of a legally executed contract. No property interest, of any kind or nature, shall accrue until a contract is awarded and signed by all parties.

15.7 Each applicant is solely responsible for any cost incurred prior to issuance of a legally executed contract. No property interest, of any kind or nature, shall accrue until a contract is awarded and signed by all parties.

15.8 OSHA Training Certification: For public construction contracts estimated to cost more than $30,000, contractors must certify in the bid or the contract that all employees to be employed at the worksite will have completed a course in construction safety and health that is at least ten hours (10-hour card) in duration and has been approved by the United States Occupational Safety and Health Administration.

16. TRADE NAME AND SUBSTITUTION PROVISIONS

16.1 Trade names designated in the specifications are used as an acceptable standard quality. Products of other manufacturers will not be considered unless specifically stated. Substitutes or equals are not acceptable where non-substitution is specified in the Bid Document.

16.2 It is the intent of the Bid Documents that the work be completed in all respects in accordance with the subsequent Contract Documents. This work is to be bid exactly as specified. Where details and/or
specifications are incomplete or unclear, the Bidder should request clarification in writing prior to the Bid due date.

17. **BID EVALUATION CRITERIA / AWARD OF BID**

17.1 In evaluating Bids, LCCC personnel will consider whether or not the Bid complies with the prescribed Bid requirements and specifications per the Bid Document.

17.2 Acceptable and responsive Bids will be evaluated per the criteria detailed in the Bid Documents. Any assumptions, exceptions or exclusions related to any part of the Bid Documents may result in a bidder being disqualified or reduced in standing.

17.3 LCCC reserves the right to reject any or all Bids, including without limitation, if they are, in its’ sole discretion judged unacceptable, non-responsive, non-conforming, conditional, to waive any technical or formal defect therein, to accept or reject any part of a Bid, to reject or disapprove of any vendor as may be in the best interests of LCCC.

17.4 Cost **may not** be the sole basis for selection, since it is in LCCC’s best interest to obtain materials and/or services which best meet our needs, specifications, and requirements. In addition to price, the following will be considered in the evaluation of this Bid:

17.4.1 The ability, capacity, and skill of the bidder to perform the service or provide the material required, including the sufficiency of financial resources available.

17.4.2 The character, integrity, reputation, judgment, and experience of the bidder.

17.4.3 The quality and quantity of performance of previous contracts.

17.5 Upon review of the Bids, LCCC reserves the right to request the following additional information:

17.5.1 A break-down of bid costs to a reasonable level of detail.

17.5.2 An accounting review of bidders costs and submitted Bid.

17.5.3 Written Bidder verification of Bid Pricing and Specifications.

17.5.4 Other additional information that may be applicable to the evaluation and award of this Bid.

17.6 The Bid will be awarded to the lowest, most responsive and most responsible bidder complying with the prescribed Bid requirements and specifications, provided the price is reasonable and it is in the best interests of, and most advantageous to LCCC to accept it. The Director of Contracting & Procurement reserves the right to reject any and all bids and to waive any informality in bids received whenever
such rejection or waiver is in the best interest of LCCC. Said individual also reserves the right to reject the Bid of a bidder who has previously failed to perform properly or complete on time or on budget services of a similar nature, or a Bid of a bidder whose investigation shows is not in a position to perform the specified service.

17.7 LCCC reserves the right to negotiate with the successful Bidder any required changes and/or modifications to this Bid prior to signature of a Contract, if deemed in the best interest of LCCC to obtain the objectives and intent of this Bid, including (but not limited to) budget compliance, scope of work modification, additions and/or deletions.

18. OWNERSHIP OF DOCUMENTS / COLLEGE PROPERTY

All drawings, specifications, pictures, data, information, documents, Bid related documents, and subsequent contract and/or PO documents are considered the sole property of LCCC and/or the Consulting Architect, and shall not be transmitted in any fashion or form without the express written consent of the LCCC legal counsel, Vice President of Administration and Finance Services, or their designated representative and the Consulting Architect’s Principal-in-Charge.

19. MATERIAL AVAILABILITY

19.1 It is the responsibility of each bidder to verify the availability of material(s), delivery schedules, fabrication and manufacturing schedules and other pertinent data prior to submission of their Bid; and the responsibility of the successful bidder to provide same after award of the Bid. It is the responsibility of the bidder to notify LCCC immediately if material(s) specified are discontinued, replaced, or not available for an extended period to time. LCCC reserves the right to charge back additional costs, including but not limited to, freight, special handling, and purchase price difference due to delays, etc., to the successful bidder when items are not supplied as bid.

19.2 Failure of a bidder to furnish, within the time specified per the Bid for equipment, supplies, materials, services, and/or other items on which a Bid award is made, shall be cause for removal of bidder from the active list of bidders.

20. PUBLIC INFORMATION

All information, except that classified as confidential and/or proprietary, will become public information at the time that the Bid is awarded in accordance with applicable sections of the federal “Freedom of Information Act (FOIA) and Wyoming State Statute §16-4-201. Confidential and/or proprietary information must be marked “CONFIDENTIAL” and/or “PROPRIETARY” in bold letters in the upper right hand corner of each sheet (page) containing the confidential information. Price and information concerning the Bid specifications cannot be considered confidential. All information identified as confidential and/or proprietary will remain confidential unless LCCC is
required by legal order to make it available to the public or to particular parties.

21. **PROTESTS**

Any firm or vendor who is allegedly aggrieved in connection with the solicitation of a Bid, or award of a contract may protest. The protest must be submitted in writing to the Director of Contracting & Procurement within five (5) days after notification to all firms of intent to award. If the protest is not resolved by mutual agreement, the Director of Contracting & Procurement will promptly issue a decision in writing to the protestant. If the protestant wished to appeal the decision rendered, such appeal must be made in writing to the LCCC Vice President of Administration and Finance Services. The decision of this VP will be final. Unless this procedure is followed, a protest need not be considered by LCCC.

22. **RESPONSIBILITIES OF LCCC**

22.1 Execute Notice of Award, Notice to Proceed, Contract and/or Agreement following approval and award to the successful bidder.

22.2 Provide to all bidders any applicable documentation, drawings, specifications, records, or other data required to complete this bid.

22.3 Provide as required, uniform and consistent written documentation to all potential bidders deemed to be support assistance and as necessary to complete a Bid submittal.

22.4 LCCC may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of a bidder, their suppliers, affiliates, consultants, and/or sub-contractors to perform the services in accordance with this Bid.

23. **PAYMENT SCHEDULE**

23.1 LCCC shall make progress payments against the Bid Compensation sum which shall be submitted on an “Application and Certification for Payment (AIA Document G702 or equivalent). Each Application for Payment shall be one (1) calendar month ending on the last day of the respective month.

23.2. Each payment shall include detailed invoices as required by LCCC policies and procedures or other applicable regulations.

23.3 Final payment will be made subsequent to a forty-one (41) day advertising period, as required by Wyoming Statute §16-6-116 and 117. The final payment is also conditioned upon receipt of a sworn affidavit as required by this Statute. Said affidavit shall be completed by Contractor stating that all claims for materials and labor under the contract have been paid in full. Should there be a disputed claim, the affidavit shall so state the exact amount to be withheld from the final payment.
24. **TAX EXEMPTION**

LCCC is exempt from Wyoming sales or use tax for direct purchases of materials and supplies. A copy of the Wyoming Sales Tax Exemption Form will be issued upon request. LCCC’s federal identification number is 83-6009473.

**END OF SECTION TWO**
SECTION THREE

BID SUBMITTAL & PRICING DOCUMENT

DO NOT MODIFY BID DOCUMENT – Any modification or alteration to this Document from its original format will result in rejection of the respective Bid. BID FORM TO BE COMPLETED IN ITS ENTIRETY, SIGNED IN INK, AND SUBMITTED IN ITS ENTIRETY.

Bid No.: IFB-19037

Bid Description: CCI Carpet Replacement

Bid Due/Opening Date: October 18, 2018 @ 3:00 p.m. (prevailing local time)

This Bid shall be submitted to:
Laramie County Community College
Administration Building AM-104
1400 East College Drive, Cheyenne, WY 82007

1. BID REQUIREMENTS AND FORMAT

1.1 An original Bid shall be completed on this document titled “BID SUBMITTAL & PRICING DOCUMENT” and submitted per the specifications and requirements of Bid No. IFB-19037. Failure to complete or submit any required portion of this BID SUBMITTAL & PRICING DOCUMENT; and/or to deface or alter any portion of the Bid Documents shall be cause for rejection of said Bid as being unacceptable, non-responsive, non-conforming or conditional.

1.2 The undersigned agrees that their Bid will not be withdrawn for a period of forty-five (45) days from the date of Bid opening.

1.3 The undersigned Bidder proposes and agrees, if this Bid is accepted, to perform all work and/or services as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder acknowledges that they have included the cost of all insurance requirements, permits, bonds and taxes as required, and will execute and return same in the time allotted within the general conditions of the Bid Documents and subsequently issued Contract.

1.4 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work and/or services. Bidder has correlated
the information known to bidder, information and observations from
visits to the work site, reports and drawings identified in the Bid
Documents.

1.5 Bidder is familiar with and is satisfied as to all federal, state and local
laws and regulations that may affect cost, progress and performance
of the work and/or services.

1.6 Bidder does not consider that any further examinations,
investigations, explorations, tests, studies, specifications, or date are
necessary for the determination of this bid for performance of the work
and/or services at the price(s) bid and within the times and in
accordance with the other items and conditions of the Bid Documents.

1.7 Bidder has given LCCC and Architect written notice of all conflicts,
errors, ambiguities or discrepancies that the bidder has discovered in
the Bid Documents, and the written resolution thereof by LCCC and
Architect is acceptable to bidder. The Bid Documents are generally
sufficient to indicate and convey understanding of all terms and
conditions for the performance of the work and/or services for which
this Bid is submitted.

1.8 Any assumption, exception or exclusion related to any part of the Bid
Documents must be noted prior to Bid Due/Opening Date, and may
result in bidder being disqualified or reduced in standing.
Assumptions, exceptions or exclusions taken after issuance of a
“Notice of Award” document may also result in disqualification.

1.9 Bidder acknowledges receipt of complete Bid Document package,
including all incorporated and attached Bid Documents.

1.10 Acknowledgement and compliance with applicable State Statutes is
the sole responsibility of the “Prime” or “General” Contractor and all
subcontractors. LCCC reserves the right to request written verification
of same.

2. PROJECT SCOPE AND DETAILS

2.1 The Work includes and consists of furnishing all labor, operations,
materials, accessories, incidentals, services and equipment indicated,
specified, mentioned, scheduled or implied per the Bid Documents for
work on the specific aforementioned project. The specific Work
includes: furnishing all labor, materials, services and equipment
required for the Center for Conferences & Institutes (CCI) Room 129
and 130 - Carpet Replacement Project. This consists of but is not
limited to; removal of existing flooring and wall bases, preparation of
existing concrete floor slabs (including topping of selected areas of
existing slab with cement base underlayment where required),
installation of new carpet, resilient flooring, wall bases and other
related items of work as shown on the Contract Documents. All
materials, services and/or work not specifically mentioned which are
necessary in order to provide a complete project shall be included in the bid and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

2.2 Project Representatives

<table>
<thead>
<tr>
<th>LCCC</th>
<th>Architect’s Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Zink</td>
<td>Zandria Tolliver, Assoc. AIA</td>
</tr>
<tr>
<td>Asst. Director, Physical Plant</td>
<td>Tobin &amp; Associates</td>
</tr>
<tr>
<td>(307) 778-1121</td>
<td>(307) 632-3144 x119</td>
</tr>
<tr>
<td><a href="mailto:bzink@lccc.wy.edu">bzink@lccc.wy.edu</a></td>
<td><a href="mailto:zandria@tobin-assoc.com">zandria@tobin-assoc.com</a></td>
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2.3 Project Schedule

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<th>Date/Time</th>
</tr>
</thead>
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<tr>
<td>Release bid</td>
<td>September 12, 2018</td>
</tr>
<tr>
<td>Mandatory pre-bid meeting</td>
<td>September 27, 2018 @ 11:00 a.m.</td>
</tr>
<tr>
<td>Questions due</td>
<td>October 8, 2018</td>
</tr>
<tr>
<td>Issue addendum if necessary</td>
<td>October 11, 2018</td>
</tr>
<tr>
<td>Bid opening</td>
<td>October 18, 2018 @ 3:00 p.m.</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>November 5, 2018</td>
</tr>
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<td>Notice to Proceed w/submittals</td>
<td>November 19, 2018</td>
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<tr>
<td>Notice to Proceed w/Construction</td>
<td>January 2, 2019</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>January 14, 2019</td>
</tr>
</tbody>
</table>

2.4 Liquidated Damages: For failure to complete the Work on time, It is mutually agreed by and between the parties hereto that time is of the essence and that in the case of the Contractor’s failure to complete the contract within the time specified and agreed upon (substantial completion date), the Owner will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of said damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of five hundred dollars ($500.00) per calendar day for every day’s delay in finishing the Work until such time as the Work is completed and accepted via written instrument by the Owner; and the Contractor hereby agrees that said sum shall be deducted from monies due the contractor under the contract or if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

If the Contractor has not completed all Punch List items within sixty (60) days from when the list was generated, the Owner may address the Punch List items with other forces and back-charge the Contractor for those forces in addition to days of non-compliance.
3. **BASE BID PRICE SCHEDULE**

3.1 The undersigned, in compliance with the Bid Document package requirements and instructions, having read and examined same, and having visited the site of the proposed work, and being familiar with the conditions surrounding the Bid Project, including availability of materials, utilities and labor, proposes to perform the proposed scope of work for the proposed price which includes *(but is not limited to)* the furnishing of labor, materials, shop drawings *(if required)*, transportation, tools, equipment, insurance, bonds, applicable taxes, temporary provisions, escalation, overhead and profits necessary for the completion of the work in accordance with and described, indicated or reasonably inferred per this certain Bid Document package.

3.2 Each submitted Bid shall provide a Base Bid per Paragraph 3.3 below. Lump sum Base Bid shall be written in words and in figures, discrepancies between words and figures will be resolved in favor of written words.

3.3 **Total Base Bid Price (Not to Exceed Sum of):**

<table>
<thead>
<tr>
<th>Total Written in Words</th>
<th>$__________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Written in Figures</td>
<td>$__________________</td>
</tr>
</tbody>
</table>

4. **STATE STATUTES AND REGULATIONS**

**WYOMING RESIDENT CONTRACTOR**

4.1 Are you submitting this Bid as a Wyoming Resident Contractor?

☐ No

☐ Yes, my Contractor Residency Certification Number is ____________________, and my bid complies with Wyoming Statutes §16-6-101 through 107 and §16-6-1001. This Bid will be awarded based on the Contractor’s statement of meeting the requirements of these Wyoming Statutes. Subsequent information verifying the statute retirements have been met may be required up to and including possible audits to confirm that the contractor has not subcontracted more than a total of 30% of the work covered by his contract to non-resident subcontractors and non-resident sub-tier contractors and that other applicable statute requirements have been met. *(Certificate of Residency must be current and on file with the State of Wyoming Department of Employment, Labor Standards Division (307.777.7261).*

4.2 **Debarment/Suspension:** A Vendor certifies, by submission of their respective Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of State or Federal benefits by State or Federal court, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that LCCC will be notified of any change in this status. Additionally:
a) Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,

b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Paragraph “a” above; and have not within a three-year period preceding this transaction had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Verification and Certification of Debarment Status
☐ Presently debarred, suspended, or excluded per the above criteria.
☐ Not presently debarred, suspended or excluded per the above criteria.

5. REQUIRED SUBMITTALS (SUBMIT WITH BID)

The following documents shall be included with your Bid submittal:

5.1 LCCC “BID SUBMITTAL & PRICING DOCUMENT
5.2 Bid bond or Bid security
5.3 Acknowledgement of any issued Addendums.
5.4 A list of substitutions, clarifications, qualifications, assumptions, or exceptions (if applicable).
5.5 Residency Certification
5.6 OSHA construction Training Certification: Ten (10) hour card for project manager or equivalent.
5.7 CSI Division Assignment Schedule.

6. BID DOCUMENT CHECKLIST

☐ LCCC “BID SUBMITTAL & PRICING DOCUMENT” completed, signed in ink and submitted.
☐ Bid Bond completed and submitted.
☐ Acknowledged any issued addendum(s) and submitted.
☐ A listing of substitutions, qualifications, exclusions, exceptions and/or clarifications, submitted on a company letterhead.
☐ Residency Certification submitted.
☐ CSI Division Work Assignment Schedule
☐ OSHA ten (10) hour card certification.

7. APPENDIX – BID ATTACHMENTS

The following documents are attached hereto and incorporated by reference and shall become a part and condition of this certain Bid.

7.1 Exhibit A: LCCC Insurance Requirements
7.2 Exhibit B: 2018 Building Construction Prevailing Wages
7.3 Exhibit C: CSI Division Work Assignment Schedule
7.4 Exhibit D: Architect’s Project Drawing Package
8. **POST-BID SUBMITTALS**

The undersigned also agrees to furnish the following post-bid submittals to LCCC within ten (10) days after Notice of Award:

8.1 Certificate of Liability Insurance  
8.2 Construction Schedule  
8.3 Schedule of Values

9. **ADDENDA ACKNOWLEDGEMENT**

9.1 All IFB Addenda must be acknowledged in writing and submitted with Bid. Confirmation and receipt of all issued Addenda is the responsibility of each prospective firm to verify. Verification can be obtained by contacting the LCCC Purchasing Office via e-mail at: jspezzano@lccc.wy.edu.

**Bid No.:** IFB-19037  
**Project Description:** CCI Carpet Replacement

I, the undersigned, hereby acknowledge receipt of the following addenda for LCCC Bid No IFB-19037:

Addendum No._____; Addendum No._____; Addendum No._____; Addendum No._____

Name of Bidder – Company Name  
__________________________________________  
Signature  
Printed Name  
______________________________  
Title  
Date
10. **SIGNATURE PAGE**

10.1 Signature page must be completed in its’ entirety and submitted with Bid Document package.

10.2 Signature page must be signed by firm’s authorized agent, failure to do so will result in rejection of said bid as being unacceptable and non-responsive.

The undersigned, as an authorized agent for the Firm named below, acknowledges that he/she has examined, read, and understands this Request for Bid with its’ incorporated or related documents, and hereby offers to furnish all labor, materials, equipment, services, and information necessary to comply with the requirements, terms, specifications, conditions, and provisions set forth herein.

____________________________  __________________________
Authorized Signature               Printed Name

____________________________  __________________________
Title                            Name of Firm

____________________________  __________________________
Mailing Address                City, State, Zip

____________________________
Phone #

____________________________
Fax #

____________________________
E-mail address

Dated this ______ day of ____________________, 2018

**Bidder must return this entire “BID SUBMITTAL & PRICING DOCUMENT”, along with each document described in Article 6 above titled Bid Document Checklist.**

**END OF SECTION THREE**
EXHIBIT B

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

A. Insurance Coverage/Limits:

Contractor and each of its subcontractors hereunder, if any, shall at its own expense, obtain insurance as provided below from reliable insurance companies acceptable to Laramie County Community College (LCCC) and authorized to do business in the State of Wyoming, in which the Work is to be performed, with limits as specified in U.S. currency or equivalent. Such insurance shall be in force at the time the Work is commenced and shall remain in force for the duration of this Contract/Agreement, unless a later date is specified below.

a. Workers’ Compensation and Employer’s Liability Insurance: Workers’ Compensation insurance or its’ equivalent (including Occupational Disease coverage) as required by law for all employees, agents, and subcontractors. Employer’s Liability Insurance (including Occupational Disease coverage) in the amount of $1,000,000.00 per accident. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Contractor is domiciled. The Contractor expressly agrees to comply with all provisions of the Workers’ Compensation Laws of the state(s) or country wherein said work is being performed.

b. General Liability Insurance: Commercial General Liability insurance covering all operations by or on behalf of Contractor against claims for bodily injury (including mental injury, mental anguish, and death) and property damage (including loss of use). The Commercial General Liability policy will include limits as follows:

   i. General Aggregate $1,000,000.00
   ii. Products and Completed Operations $1,000,000.00
   iii. Personal Injury and Advertising Injury $1,000,000.00
   iv. Each Occurrence $1,000,000.00
   v. Damage to Premises Rented $100,000.00
   vi. Medical Expense $5,000.00

If the policy is written on a claims-made basis, the Contractor will include an automatic extended reporting period of at least five (5) years past the expiration date of the policy.

c. Automobile Liability Insurance: Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the Work, with a minimum
limit of $1,000,000.00 per accident for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision wherever applicable.

d. Excess Insurance: Excess (or Umbrella) Liability insurance with a minimum limit of $2,000,000.00 per occurrence/$2,000,000.00 annual aggregate. This insurance shall provide coverage in excess of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections a, b, and c. This insurance shall be written on a following form basis of underlying coverage, and the aggregate limits, if any, shall apply separately to each annual policy period. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended period of at least five (5) years.

B. Policy Requirements

a. Certificate Proof: Prior to the commencement of the respective Contract and/or Agreement, the successful Contractor shall deliver certificates of insurance evidencing such policy or policies to the LCCC Director of Procurement and Contracting specific “Certification” proof shall include:

i. Certificate of Liability insurance form.

ii. State of Wyoming, Department of Employment “Unemployment Insurance Certificate of Good Standing”.

iii. State of Wyoming, Department of Employment “Workers’ Compensation Certificate of Good Standing”.

“Certification” may be mailed, faxed or emailed to:
- E-mail: jspezzano@lccc.wy.edu
- Fax: 307-778-4300 (Attn: Director, Procurement and Contracting)
- Mail: 1400 East College Drive, Cheyenne, WY 82007 (Attn: Director, Procurement and Contracting)

b. Additional Insured Clause: LCCC shall be listed as the “Additional Insured” on all policies, but only with respect to operations of successful firm under the respective Contract.

c. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled or non-renewed expect after thirty (30) days prior written notice has been given to LCCC, expect when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to LCCC, Director of Procurement and Contracting.

Updated on April 14, 2015
## 2018 Heavy and Highway Prevailing Wages Including Statewide (all Counties) Wages

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<th>Code No.</th>
<th>Craft</th>
<th>Basic Hourly Rate</th>
<th>Method</th>
<th>Hourly Fringe Benefit</th>
<th>Larcenous County</th>
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## 2018 Building Construction Prevailing Wages

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Craft</th>
<th>Basic Hourly Rate</th>
<th>Method</th>
<th>Hourly Fringe Benefit</th>
<th>Larcenous County</th>
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<tbody>
<tr>
<td>2010</td>
<td>Mechanical, Heat and Frost Insulation</td>
<td>$20.35</td>
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<td>$3.70</td>
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<tr>
<td>2510</td>
<td>Asbestos Removal, Abatement, Demolition</td>
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<td>$3.71</td>
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<tr>
<td>3100</td>
<td>Boilermaker</td>
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<td>4</td>
<td>$27.82</td>
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<td>2300</td>
<td>Bricklayers and Masons</td>
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<td>Operating Engineers - Group II</td>
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<td>Operating Engineers - Group III</td>
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<td>4500</td>
<td>Operating Engineers - Group V</td>
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<td>$5.53</td>
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<td>$20.12</td>
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<td>5300</td>
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<td>$4.04</td>
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<td>Cement Masons</td>
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<td>Tanneries - Group II</td>
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<td>Limited Electricians (90 Volts or Less)</td>
<td>$24.35</td>
<td>3</td>
<td>$6.49</td>
<td>$24.35</td>
</tr>
</tbody>
</table>

### Notes:

#### Methods

1. **Majority.** If 50% of workers or more within a labor group earn the same wage/fringe benefit, this becomes the prevailing wage/fringe benefit for the labor group in the respective district. If two different wages/benefits each account for 50% for a labor group within a district, a weighted average is performed.

2. **Significant Minority.** If 30% or more workers or more within a labor group earn the same wage, this becomes the prevailing wage for the labor group in the respective district. If two different wages each account for 30% for a labor group within a district, a weighted average is performed. This method is not used for benefits computations.

3. **Weighted Average.** If no significant minority exists for a wage/fringe benefit, the prevailing wage/fringe benefit is calculated as $\frac{([\text{Total Hourly Wage} \times \text{Fringe Benefit}](\text{Number of Workers}) + [\text{Total Wages} \times \text{Benefits Paid}])}{(\text{Hours Worked})}$.

4. **Mean Average Wage.** If no data is received by the survey for a particular classification an inflation adjustment is applied based on the previous year wage and benefits according to rules and regulations of the Department of Workforce Services.

5. **Monthly Average Wage.** If 30% or more workers were party to a collective bargaining agreement (CBA), the current CBA wage rates were used (as long as Method 1 does not apply). If 50% or more of workers were reported party to a CBA, current CBA wage and benefits are used (incl. only benefits levels for health, pension, vacation and apprenticeship). Highlighted sections indicate trades where skill adjustment may be necessary to ensure higher skilled positions pay at least equal to lower skilled occupations.

Contact with questions or to receive a copy: Kelly Roseberry, Workforce Standards & Compliance Administrator. Labor Standards, (307) 777-7261. Objections to the rates must be filed with the Director of the Department of Workforce Services. John Cox, Director, 1510 E. Pershing Blvd., West Wing, Room 150, Cheyenne, WY 82002. and received within 15 days of this publication. The objection must be in writing and include the specific grounds for objection.

Published: February 16, 2018
Legal No: 37121
**Exhibit C to IFB-19037 / CSI Division Work Assignment Schedule**

Complete the information requested below per the applicable CSI Division required for this Bid. Any portion of the form not filled in will be considered non-conforming and an irregularity, and may affect the award of this Bid. EXCEPTION: Any Division not applicable to this Bid may be left void or blank.

**PROJECT:** CCI Carpet Replacement Project  
**DATE:** October 18, 2018

**ARCHITECT/ENGINEER:** Tobin & Associates, P.C.

**CONTRACTOR NAME:** ________________________________

---

**Do not combine categories of work; list separately per respective Construction Specification Institute (CSI) Division.**

<table>
<thead>
<tr>
<th>WORK DESCRIPTION CSI Division</th>
<th>PRIME, SUBCONTRACTOR, SUPPLIER Name, City and State</th>
<th><strong>WORK LEVEL SP or Tier 1</strong></th>
<th>% of BID VALUE</th>
<th>BID AMOUNT</th>
<th>TRADES Performed by Division</th>
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</thead>
<tbody>
<tr>
<td>Div 01: General Requirements</td>
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<tr>
<td>Div 02: Existing Conditions</td>
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<tr>
<td>Div 03: Concrete</td>
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<td>Div 04: Masonry</td>
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<tr>
<td>Div 05: Metals</td>
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<td>Div 06: Wood, Plastics, Composites</td>
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<table>
<thead>
<tr>
<th>WORK DESCRIPTION CSI Division</th>
<th>PRIME, SUBCONTRACTOR, SUPPLIER Name, City and State</th>
<th>**WORK LEVEL SP or Tier 1</th>
<th>% of BID VALUE</th>
<th>BID AMOUNT</th>
<th>TRADES Performed by Division</th>
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<tbody>
<tr>
<td>Div 07: Thermal &amp; Moisture Protection</td>
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<tr>
<td>Div 08: Openings</td>
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<td>Div 09: Finishes</td>
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<td>Div 10: Specialities</td>
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<td>Div 11: Equipment</td>
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<td>Div 12: Furnishings</td>
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<td>Div 13: Special Construction</td>
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<td>Div 23: HVAC</td>
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<td>WORK DESCRIPTION CSI Division</td>
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<td>**WORK LEVEL SP or Tier 1</td>
<td>% of BID VALUE</td>
<td>BID AMOUNT</td>
<td>TRADES Performed by Division</td>
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<tr>
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<td>Div 25: Integrated Automation</td>
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<td>Div 27: Communication</td>
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<td>Div 28: Electronic Safety &amp; Security</td>
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<td>Div 31: Earthwork</td>
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<td>Div 32: Exterior Improvements</td>
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<td>Div 33: Utilities</td>
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<td>Other – Please specify</td>
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**Totals of: % of Bid Value and Bid Amount** (% must add up to 100 and Bid must equal RFB-16045 Bid Value) $}

1. Fill in information for each Division of work to be completed under this Bid, even if, the work is self-performed by the General Contractor.
2. ** Work Level Descriptions: SP = Self performed by Prime/General Contractor; Tier 1: Subcontractor to Prime/GC;
LCCC CCI Carpet Replacement
INFORMATION AVAILABLE TO BIDDERS

1. **TENTATIVE SCHEDULE OF EVENTS**

   May be changed by addenda or mutual agreement between Owner and successful Bidder prior to signing Contract, Change Order after signing of Contract or other legitimate reason.

   a. First Advertisement               September 12, 2018
   b. Second Advertisement             September 17, 2018
   c. Mandatory Pre-Bid Conference    September 27, 2018 11:00 AM
   d. Last Day of Questions           October 8, 2018 5:00 PM
   e. Date of Last Addendum           October 11, 2018
   f. Bid Opening                     October 18, 2018 3:00PM
   g. Notice of Award Issued          November 5, 2018
   h. Notice to Proceed with Submittals November 19, 2018
   i. Notice to Proceed with Construction January 2, 2019
   j. Substantial Completion          January 14, 2019

2. **FACILITY ACCESS FOR CONSTRUCTION**

   The Contractor shall coordinate with college officials for functions during the winter months to avoid disruptions to planned events and uses during times of construction. The following is list of events schedule or tentatively scheduled events for the Winter 2018 which may affect the work. This list of events is subject to change.

   The Contractor shall have access to the building on weekends but shall still coordinate with the college officials for possible college related functions.
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
(Here insert full name and address or legal title of Owner)

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name, address and description of project)

as Obligee, hereinafter called the Obligee, in the sum of ($ ), for the payment of

which sum well and truly to be made, the said Principal and the said Surety, bind

ourselves, our heirs, executors, administrators, successors and assigns, jointly and

severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the

Principal shall enter into a Contract with the Obligee in accordance with the terms of

such bid, and give such bond or bonds as may be specified in the bidding or Contract

Documents with good and sufficient surety for the faithful performance of such Contract

and for the prompt payment of labor and material furnished in the prosecution thereof, or

in the event of the failure of the Principal to enter such Contract and give such bond or

bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty

hereof between the amount specified in said bid and such larger amount for which the

Obligee may in good faith contract with another party to perform the Work covered by

said bid, then this obligation shall be null and void, otherwise to remain in full force and

effect.
Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: X None □ See Last Page

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Signature:
Name and Title:
(Any additional signatures appear on the last page)

SURETY
Company: (Corporate Seal)
Signature:
Name and Title:

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

AGENT or BROKER: OWNER’S REPRESENTATIVE
(Architect, Engineer or other party):
§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
   .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
   .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
</tr>
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<tbody>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
<tr>
<td>(Corporate Seal)</td>
<td>(Corporate Seal)</td>
</tr>
</tbody>
</table>

| Signature: | Signature: |
| Name and Title: | Name and Title: |
| Address:     | Address:     |
Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond:  

CONTRACTOR AS PRINCIPAL
Company:
(Corporate Seal)

SURETY
Company:
(Corporate Seal)

Signature:
Name and Title:
(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Signature:
Name and Title:
§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:
§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:
.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety’s expense take the following actions:
§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS
§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Signature: Name and Title: Address:

SURETY
Company: (Corporate Seal)
Signature: Name and Title: Address:

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User Notes:
PART 1 GENERAL

1.01 PROJECT

A. Project Name: CCI Carpet Replacement Project.
B. Owner's Name: Laramie County Community College.
C. Architect's Name: Tobin & Associates, P.C.
D. The Project consists of furnishing all labor, operations, materials, accessories, incidentals, services and equipment indicated, specified, mentioned, scheduled or implied per the Bid Documents for work on the specific aforementioned project. The specific Work includes: furnishing all labor, materials, services and equipment required for the Center for Conferences & Institutes (CCI) Room 129 and 130 - Carpet Replacement Project. This consists of but is not limited to; removal of existing flooring and wall bases, preparation of existing concrete floor slabs (including topping of selected areas of existing slab with cement base underlayment where required), installation of new carpet, resilient flooring, wall bases and other related items of work as shown on the Contract Documents. All materials, services and/or work not specifically mentioned which are necessary in order to provide a complete project shall be included in the bid and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 WORK BY OWNER

A. Owner to remove furnishes prior to carpet installation

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
B. Owner intends to occupy the Project upon Substantial Completion.
C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings.
   1. Locate and conduct construction activities in ways that will limit disturbance to site.
B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others.
   3. Work by Owner.
   4. Use of site and premises by the public.
C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
D. Existing building spaces may not be used for storage.
E. Utility Outages and Shutdown:
   1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
   2. Prevent accidental disruption of utility services to other facilities.
1.06 WORK SEQUENCE
   A. Coordinate construction schedule and operations with Owner.

END OF SECTION
SECTION 01 1015 - ELECTRONIC DRAWINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS
   A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY
   A. The Architect, if requested, will provide the General Contractor with one electronic copy of the Contract Document Drawings for distribution to subcontractors and suppliers as a convenience in the preparation of Shop Drawings and Site Work. The electronic copy will be provided on a compact disk or e-mail transfer in AutoCad format.
   B. The Architect shall be paid a service fee of One Hundred and no/100 Dollars per file ($100/file) in accordance with the Agreement. This fee shall be paid by the party requesting the CAD files.

1.03 REFERENCES
   A. A copy of the Agreement is included at the end of this Section.

1.04 P2 PRODUCT (NOT APPLICABLE)

1.05 P3 EXECUTION (NOT APPLICABLE)

END OF SECTION
SECTION 01 1015.01 - ELECTRONIC FILES AGREEMENT

AN AGREEMENT BETWEEN ARCHITECT-ENGINEER OF RECORD AND CONTRACTOR
FOR TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

ARCHITECT-ENGINEER OF RECORD (AER) _______ CONTRACTOR_______________________

______________________________________________________________________________

ARCHITECT PROJECT NO. ___________________________ DATE: _____________________

PROJECT NAME: ________________________________________________________________

LOCATION: _____________________________________________________________________

THE AER WILL PROVIDE THE FOLLOWING CAD FILES, DATED __________, FOR THE CONVENIENCE OF THE CONTRACT IN PREPARING SHOP FABRICATION DRAWINGS:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

DRAWINGS WERE PREPARED ON THE FOLLOWING:

COMPUTER SOFTWARE: ___________________________ VERSION ________________

CONTRACTOR SHALL PAY AER A SERVICE FEE OF ________________________ ($ ______)

TERMS AND CONDITIONS:

A. AER makes no representation as to the compatibility of the CAD files with any hardware or software.

B. Since the information set forth on the CAD files can be modified unintentionally or otherwise, the AER reserves the right to remove all indicia of its ownership and/or involvement from each electronic display. This media should not be considered a certified document.

C. All information on the CAD files is considered instruments of service of the AER and shall not be used for other projects, for additions to this project, or completion of this project by others. CAD files shall remain the property of the AER, and in no case shall the transfer of these files be considered a sale.

D. AER makes no representation regarding the accuracy, completeness, or permanence of CAD files, nor of their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated. In the event of a conflict between the AER’s sealed Contract Drawings and CAD files, the sealed Contract Drawings shall govern. It is the Contractor’s responsibility to determine if any conflicts exist. The CAD files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

E. The use of CAD files prepared by the AER shall not in any way obviate the Contractor’s responsibility for the proper checking and coordination of dimensions, details, member sizes...
and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

F. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the AER, and its subconsultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney’s fees, arising out of or resulting from the use of the CAD files by the Contractor, or by third party recipients of the CAD files from the Contractor.

G. The AER believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the AER harmless from such claims.

H. Any purchase order number provided by the Contractor is for Contractor’s accounting purposes only. Purchase order terms and conditions are void and are not a part of this Agreement.

I. Payment of the service fee is due upon receipt of the CAD files.

J. This Agreement shall be governed by the laws of the principal place of business of the AER.

AUTHORIZED ACCEPTANCE
BY ARCHITECT-ENGINEER

______________________________
SIGNATURE

______________________________
PRINT NAME AND TITLE

______________________________
DATE

BY CONTRACTOR

______________________________
SIGNATURE

______________________________
PRINT NAME AND TITLE

______________________________
DATE

END OF SECTION
SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1  GENERAL

1.01  SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.
B. Documentation of changes in Contract Sum and Contract Time.
C. Change procedures.
D. Procedures for preparation and submittal of application for final payment.

1.02  SCHEDULE OF VALUES

A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.

1.03  APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.
B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
D. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   10. Retainage.
E. Execute certification by signature of authorized officer.
F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
H. Submit one electronic and three hard-copies of each Application for Payment.
I. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 01 3000.
   2. Construction progress schedule, revised and current as specified in Section 01 3000.
   3. Partial release of liens from major subcontractors and vendors.
   4. Affidavits attesting to off-site stored products.

1.04  MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that 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. Contractor shall prepare and submit a fixed price quotation within ten 10 days.

E. Contractor may propose a change by submitting a request for change to Architect, 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 6000.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 7000.
   2. All punch list items are complete.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
Application and Certificate for Payment

TO OWNER: PROJECT:
FROM CONTRACTOR: VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ........................................ $ 0.00
2. Net change by Change Orders ..................................... $ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ......................... $ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ........................................ $ 0.00
5. RETAINAGE:
   a. 0% of Completed Work
      (Column D + E on G703) ...................................... $ 0.00
   b. 0% of Stored Material
      (Column F on G703) .......................................... $ 0.00
      Total Retainage (Lines 5a + 5b or Total in Column 1 of G703) ........................................ $ 0.00
6. TOTAL EARNED LESS RETAINAGE
   (Line 4 Less Line 5 Total) ...................................... $ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) ................................ $ 0.00
8. CURRENT PAYMENT DUE ........................................... $ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) ............................................. $ 0.00

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<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
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<td>Total changes approved in previous months by Owner</td>
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<td>Total approved this Month</td>
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<td>TOTALS</td>
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<tr>
<td>NET CHANGES by Change Order</td>
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ___________________________ Date: ____________

State of:
County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .............................................................. $ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: ___________________________ Date: ____________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes: (1684330888)
Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor’s signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 in Contracts where variable retainage for line items may apply.

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<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)</th>
<th>THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
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<th>BALANCE TO FINISH (C - G)</th>
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GRAND TOTAL | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | 0.00 % | $ 0.00 | $ 0.00 |
SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS
   A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS
   A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
      1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
      2. Agrees to provide the same warranty for the substitution as for the specified product.
      3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
      4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
      5. Waives claims for additional costs or time extension that may subsequently become apparent.
   B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
   C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT
   A. Submittal Form (before award of contract):
      1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
   B. Owner, through Architect will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION
   A. Submittal Form (after award of contract):
      1. Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
   B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
   C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
      1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
      2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
      3. Bear the costs engendered by proposed substitution of:
a. Owner’s compensation to the Architect for any required redesign, time spent processing and evaluating the request.
b. Other construction by Owner.
c. Other unanticipated project considerations.

D. Substitutions will not be considered under one or more of the following circumstances:
   1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
   2. Without a separate written request.
   3. When acceptance will require revisions to the Contract Documents.

3.04 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.
   1. Architect’s decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

3.07 ATTACHMENTS

A. A facsimile of the Substitution Request Form (During Construction) required to be used on the Project is included after this section.

END OF SECTION
## Pre-Bid Request for Substitution

<table>
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<tr>
<th>Date</th>
<th>Project</th>
<th>Project No.</th>
<th>Contractor/Vendor</th>
<th>Address</th>
<th>City, State, Zip</th>
<th>Phone</th>
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<th>Specified Product</th>
<th>Proposed Substitution</th>
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### Modifications

- Will changes be required to the building design or drawing dimensions in order to properly install the proposed substitution? [☐ Yes, ☐ No]
- Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by the requested substitution? [☐ Yes, ☐ No]
- Does the manufacturer’s warranty of the proposed substitution differ from that specified? [☐ Yes, ☐ No]

I/we have investigated the proposed substitution and:

- Manufacturer certifies that the proposed substitution is appropriate for the proposed use and is equal or better than the specified product. [☐]
- Product Supplier certifies that the proposed substitution is appropriate for the proposed use and is equal or better than the specified product. [☐]
- Product Installer certifies that the proposed substitution is appropriate for the proposed use and is equal or better than the specified product. [☐]

Signature

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<th>Project</th>
<th>Project No.</th>
<th>Contractor/Vendor</th>
<th>Address</th>
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<th>Specification</th>
<th>Section</th>
<th>Reason for Request</th>
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I/we have investigated the proposed substitution and:

- [ ] Believe that it is equal or superior in all respects to the original specified product.
- [ ] Will provide the same warranty as required.
- [ ] Will pay redesign and special installation costs caused by the use of this product.
- [ ] Will pay additional costs to other contractors caused by the substitution.
- [ ] Will coordinate the incorporation of the proposed substitution into the Work.
- [ ] Will modify other parts of the Work as may be necessary to complete the Work.

Signature

_________________________________________
SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. General administrative requirements.
   B. Electronic document submittal service.
   C. Preconstruction meeting.
   D. Progress meetings.
   E. Construction progress schedule.
   F. Progress photographs.
   G. Coordination drawings.
   H. Submittals for review, information, and project closeout.
   I. Number of copies of submittals.
   J. Requests for Interpretation (RFI) procedures.
   K. Submittal procedures.

1.02 RELATED REQUIREMENTS
   A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
   B. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS
   A. Conform to requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
   B. Make the following types of submittals to Architect:
      1. Requests for Interpretation (RFI).
      2. Requests for substitution.
      3. Shop drawings, product data, and samples.
      4. Test and inspection reports.
      5. Design data.
      6. Manufacturer’s instructions and field reports.
      7. Applications for payment and change order requests.
      8. Progress schedules.
      9. Coordination drawings.
     10. Correction Punch List and Final Correction Punch List for Substantial Completion.
     11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE
   A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
      1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor’s correction punchlist, and any other document any participant wishes to make part of the project record.
      2. Contractor and Architect are required to use this service.
3. It is Contractor's responsibility to submit documents in allowable format.
4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
5. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the Contract Sum.

C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING
A. Schedule meeting after Notice of Award.
B. Attendance Required:
   1. Owner.
   3. Contractor.
   4. Major Subcontractors.
   5. Major Design Consultants, when applicable.
C. Agenda:
   1. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
   2. Submission of initial Submittal schedule.
   3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   4. Scheduling.
D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS
A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's superintendent.
   5. Major subcontractors.
D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during succeeding work period.
   10. Effect of proposed changes on progress schedule and coordination.
   11. Other business relating to work.
E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE
A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
C. Submit updated schedule with each Application for Payment.

3.05 PROGRESS PHOTOGRAPHS
A. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.

3.06 COORDINATION DRAWINGS
A. Provide information required by Project Coordinator for preparation of coordination drawings.
B. Review drawings prior to submission to Architect.

3.07 REQUESTS FOR INTERPRETATION (RFI)
A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
   2. A resolution to an issue which has arisen due to field conditions and affects design intent.
B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
   2. Prepare using software provided by the Electronic Document Submittal Service.
C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Official Project name and number, and any additional required identifiers established in Contract Documents.
D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
   1. Indicate current status of every RFI. Update log promptly and on a regular basis.
   2. Note dates of when each request is made, and when a response is received.
   3. Highlight items requiring priority or expeditied response.
   4. Highlight items for which a timely response has not been received to date.
F. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
   1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
2. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.

3.08 SUBMITTAL SCHEDULE
A. Submit to Architect for review a schedule for submittals in tabular format.
   1. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

3.09 SUBMITTALS FOR REVIEW
A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.
B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
C. Samples will be reviewed for aesthetic, color, or finish selection.
D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.10 SUBMITTALS FOR INFORMATION
A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.
B. Submit for Architect's knowledge as contract administrator or for Owner.

3.11 SUBMITTALS FOR PROJECT CLOSEOUT
A. Submit Correction Punch List for Substantial Completion.
B. Submit Final Correction Punch List for Substantial Completion.
C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   5. Other types as indicated.
D. Submit for Owner's benefit during and after project completion.

3.12 NUMBER OF COPIES OF SUBMITTALS
A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.13 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Use a separate transmittal for each item.
   2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
   3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
   4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
   5. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
      b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
   6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
   7. Provide space for Contractor and Architect review stamps.
   8. When revised for resubmission, identify all changes made since previous submission.
   9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
   10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
   11. Submittals not requested will be recognized, and will be returned "Not Reviewed",

B. Product Data Procedures:
   1. Submit only information required by individual specification sections.
   2. Collect required information into a single submittal.
   3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
   2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:
   1. Transmit related items together as single package.
   2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.14 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

D. Architect's and consultants' actions on items submitted for review:
   1. Authorizing purchasing, fabrication, delivery, and installation:
      a. "Approved", or language with same legal meaning.
      b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
   c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
2. Not Authorizing fabrication, delivery, and installation:

E. Architect's and consultants' actions on items submitted for information:
   1. Items for which no action was taken:
      a. "Received" - to notify the Contractor that the submittal has been received for record only.
   2. Items for which action was taken:
      a. "Reviewed" - no further action is required from Contractor.

END OF SECTION
PART 1  GENERAL

1.01  SECTION INCLUDES
   A. References and standards.
   B. Testing and inspection agencies and services.
   C. Control of installation.
   D. Mock-ups.
   E. Tolerances.
   F. Defect Assessment.

1.02  RELATED REQUIREMENTS
   A. Document 00 3100 - Available Project Information: Soil investigation data.
   B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03  REFERENCES AND STANDARDS
   A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
   B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
   D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04  TESTING AND INSPECTION AGENCIES AND SERVICES
   A. Contractor shall be responsible to contact Authority Having Jurisdiction (AHJ) for required inspections and any documentation of testing the AHJ requires. Any documentation of such inspections and testing, shall be copied to the Architect.

PART 2  PRODUCTS - NOT USED

PART 3  EXECUTION

3.01  CONTROL OF INSTALLATION
   A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
   B. Comply with manufacturers' instructions, including each step in sequence.
   C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
   D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
   E. Have work performed by persons qualified to produce required and specified quality.
   F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
   G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
3.02 MOCK-UPS
A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to conform to the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
B. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
C. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES
A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION
A. Testing Agency Duties:
2. Perform specified sampling and testing of products in accordance with specified standards.
3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
5. Perform additional tests and inspections required by Architect.
6. Submit reports of all tests/inspections specified.
B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the Work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.
C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
   a. To provide access to Work to be tested/inspected.
   b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
   c. To facilitate tests/inspections.
   d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.05 DEFECT ASSESSMENT
A. Replace work or portions of the work not conforming to specified requirements.
B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION
SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Temporary utilities.
   B. Temporary telecommunications services.
   C. Temporary sanitary facilities.
   D. Temporary Controls: Barriers, enclosures, and fencing.
   E. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS
   A. Section 01 5100 - Temporary Utilities.

1.03 TEMPORARY UTILITIES - SEE SECTION 01 5100

1.04 TELECOMMUNICATIONS SERVICES
   A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
      1. Cellular telephones may be used by Contractor’s and Subcontractor's personnel in lieu of temporary telephone service.

1.05 TEMPORARY SANITARY FACILITIES
   A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
   B. Maintain daily in clean and sanitary condition.

1.06 BARRIERS
   A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.07 FENCING
   A. Construction: Contractor's option, or as required by AHJ.

1.08 INTERIOR ENCLOSURES
   A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
   B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1.09 SECURITY
   A. Provide security and facilities to protect Work, existing facilities, and Owner’s operations from unauthorized entry, vandalism, or theft.

1.10 WASTE REMOVAL
   A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
   B. Provide containers with lids. Remove trash from site periodically.
   C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS
   A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
   B. Clean and repair damage caused by installation or use of temporary work.
C. Restore existing facilities used during construction to original condition.
D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. General product requirements.
   B. Re-use of existing products.
   C. Transportation, handling, storage and protection.
   D. Product option requirements.
   E. Substitution limitations.
   F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS
   A. Section 01 1000 - Summary: Lists of products to be removed from existing building.
   B. Section 01 2500 - Substitution Procedures: Substitutions made during and after the
      Bidding/Negotiation Phase.
   C. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS
   A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to
      identify applicable products, models, options, and other data. Supplement manufacturers’
      standard data to provide information specific to this Project.
   B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical
      characteristics, utility connection requirements, and location of utility outlets for service for
      functional equipment and appliances.
   C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with
      integral parts and attachment devices. Coordinate sample submittals for interfacing work.
      1. For selection from standard finishes, submit samples of the full range of the
         manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS
   A. Do not use materials and equipment removed from existing premises unless specifically
      required or permitted by the Contract Documents.
   B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated,
      reinstalled, shall become the property of the Contractor; remove from site.
   C. Specific Products to be Reused: The reuse of certain materials and equipment already existing
      on the project site is if required, are addressed in the Construction Documents.

2.02 NEW PRODUCTS
   A. Provide new products unless specifically required or permitted by the Contract Documents.

2.03 PRODUCT OPTIONS
   A. Products Specified by Reference Standards or by Description Only: Use any product meeting
      those standards or description.
   B. Products Specified by Naming One or More Manufacturers: Use a product of one of the
      manufacturers named and meeting specifications, no options or substitutions allowed.
   C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:
      Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS
   A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in
      individual specification sections.
PART 3  EXECUTION

3.01  SUBSTITUTION LIMITATIONS
A.  See Section 01 2500 - Substitution Procedures.

3.02  TRANSPORTATION AND HANDLING
A.  Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
B.  If special precautions are required, attach instructions prominently and legibly on outside of packaging.
C.  Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
D.  Transport and handle products in accordance with manufacturer's instructions.
E.  Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
F.  Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
G.  Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

3.03  STORAGE AND PROTECTION
A.  Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
B.  Store and protect products in accordance with manufacturers' instructions.
C.  Store with seals and labels intact and legible.
D.  Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
E.  For exterior storage of fabricated products, place on sloped supports above ground.
F.  Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
G.  Comply with manufacturer's warranty conditions, if any.
H.  Do not store products directly on the ground.
I.  Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
J.  Prevent contact with material that may cause corrosion, discoloration, or staining.
K.  Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
L.  Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION
SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Examination, preparation, and general installation procedures.
   B. Requirements for alterations work, including selective demolition.
   C. Pre-installation meetings.
   D. Cutting and patching.
   E. Surveying for laying out the work.
   F. Cleaning and protection.
   G. Starting of systems and equipment.
   H. Demonstration and instruction of Owner personnel.
   I. Closeout procedures, including Contractor’s Correction Punch List, except payment procedures.
   J. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS
   A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
   B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
   C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
   D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
   E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
   F. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
   G. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
   H. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
      1. On request, submit documentation verifying accuracy of survey work.
      2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
      3. Submit surveys and survey logs for the project record.
   C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
      1. Structural integrity of any element of Project.
      2. Integrity of weather exposed or moisture resistant element.
      3. Efficiency, maintenance, or safety of any operational element.
      5. Work of Owner or separate Contractor.
   D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS
   A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor’s Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained
and experienced in collecting and recording accurate data relevant to ongoing construction activities.

1.05 PROJECT CONDITIONS
A. Use of explosives is not permitted.
B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
   2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
   1. Minimize amount of bare soil exposed at one time.
E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.06 COORDINATION
A. See Section 01 1000 for occupancy-related requirements.
B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
C. Notify affected utility companies and comply with their requirements.
D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
G. Coordinate completion and clean-up of work of separate sections.
H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.

PART 2 PRODUCTS
2.01 PATCHING MATERIALS
A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.
D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION
A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS
A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
B. Require attendance of parties directly affecting, or affected by, work of the specific section.
C. Notify Architect four days in advance of meeting date.
D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.
E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK
A. Verify locations of survey control points prior to starting work.
B. Promptly notify Architect of any discrepancies discovered.
C. Contractor shall locate and protect survey control and reference points.
D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
G. Utilize recognized engineering survey practices.
H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Building foundation, column locations, ground floor elevations.
I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS
A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS
A. Drawings showing existing construction and utilities are based on investigative information.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.
B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
D. Services (including but not limited to HVAC, Plumbing, Electrical, and Telecommunications):
   Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. See Section 01 1000 for other limitations on outages and required notifications.
      c. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
E. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK
A. Protect installed work from damage by construction operations.
B. Provide special protection where specified in individual specification sections.
C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP
A. Coordinate schedule for start-up of various equipment and systems.
B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
D. Verify that wiring and support components for equipment are complete and tested.
E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION
A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

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

3.13 FINAL CLEANING
A. Execute final cleaning prior to final project assessment.
B. Use cleaning materials that are nonhazardous.
C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
F. Clean filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written notice containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Inspections: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.

1. Reinspections: Request for reinspection when the Work identified in previous inspections as required to make extensive reinspections. The Contractor shall be prudent in completing corrective items, and limit reinspection periods. The Contractor could be subject to additional fees to the Architect or the Architect's consultants for extensive reinspection requirements.

2. Results of completed inspection will form the basis of requirements for Final Completion.

G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.15 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION
SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.

E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
1.03 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 3 EXECUTION
2.01 WASTE MANAGEMENT PROCEDURES
   A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
   B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
   C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
   D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

END OF SECTION
SECTION 01 7800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Project Record Documents.
B. Operation and Maintenance Data.
C. Warranties and bonds.

1.02 RELATED REQUIREMENTS
A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
C. Individual Product Sections: Specific requirements for operation and maintenance data.
D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.
C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS
A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress.
E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   2. Field changes of dimension and detail.
   3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer’s instructions.

3.03 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner’s personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Operation and maintenance data.
      c. Field quality control data.
      d. Photocopies of warranties and bonds.
3.04 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION
Certificate of Substantial Completion

PROJECT: (name and address)

OWNER: (name and address)

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE
Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)  ARCHITECT'S PROJECT NUMBER:

TO OWNER: (Name and address)  CONTRACT FOR: General Construction

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.


CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)  ARCHITECT'S PROJECT NUMBER:  OWNER: □

ARCHITECT: □  CONTRACT FOR: General  CONTRACTOR: □
Construction  SURETY: □

TO OWNER: (Name and address)  OTHER: □

STATE OF:  COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY:  
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
Consent Of Surety to Final Payment

PROJECT: (Name and address)  ARCHITECT'S PROJECT NUMBER:  OWNER: ☐

ARCHITECT: ☐  CONTRACTOR: ☐  SURETY: ☐

TO OWNER: (Name and address)  CONTRACT DATED:  OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

on bond of (Insert name and address of Contractor)

, SURETY,

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

as set forth in said Surety’s bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):  (Printed name and title)
SECTION 01 7800.05 - NO LEAD

AFFIDAVIT CERTIFYING THAT NO LEAD WAS USED OR INSTALLED P.C.

____________________________________________________________________________________

TO: PROJECT NUMBER: 

CONTRACT AMOUNT: 

PROJECT: CONTRACT DATE: 

STATE OF: 

COUNTY OF: 

THE UNDERSIGNED, HEREBY CERTIFIES THAT NO LEAD OR LEAD CONTAINING MATERIALS WERE USED OR INSTALLED ON THE ABOVE-REFERENCED PROJECT. EXCEPT WHERE SPECIFICALLY SHOWN OR SPECIFIED. 

CONTRACTOR: 

________________________________________

________________________________________

________________________________________

BY:___________________________________

END OF SECTION
SECTION 01 7800.06 - NO ASBESTOS

AFFIDAVIT CERTIFYING THAT NO ASBESTOS WAS USED OR INSTALLED

OWNER:

ARCHITECT: TOBIN & ASSOCIATES, P.C.

TO:

PROJECT NUMBER:

CONTRACT AMOUNT:

PROJECT:

CONTRACT DATE:

STATE OF

COUNTY OF

The undersigned, hereby certifies that no asbestos or asbestos containing materials were used or installed on the above-referenced project.

CONTRACTOR:

________________________________

________________________________

________________________________

BY:________________________________

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section applies to floors identified in contract documents that are receiving the following types of floor coverings:
   1. Resilient base and accessories.
   2. Carpet (Broadloom and Powerbond).
   3. Luxury Vinyl Tile.

B. Removal of existing floor coverings.

C. Preparation of existing concrete floor slabs for installation of floor coverings.

D. Patching compound.

1.02 RELATED REQUIREMENTS

A. Section 01 7419 - Construction Waste Management and Disposal: Handling of existing floor coverings removed.

1.03 REFERENCE STANDARDS


1.04 SUBMITTALS

A. Visual Observation Report: For existing floor coverings to be removed.

B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
   1. Moisture and alkalinity (pH) limits and test methods.
   2. Manufacturer’s required bond/compatibility test procedure.

C. Adhesive Bond and Compatibility Test Report.

D. Copy of RFCI (RWP).

1.05 QUALITY ASSURANCE

A. Contractor may perform adhesive and bond test with Contractor’s own personnel or hire a testing agency.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, handle, and protect products in accordance with manufacturer’s instructions and recommendations.

B. Deliver materials in manufacturer’s packaging; include installation instructions.

C. Keep materials from freezing.

PART 2 PRODUCTS

2.01 MATERIALS

A. Patching Compound: Floor covering manufacturer’s recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
2. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION
   A. Perform following operations in the order indicated:
      1. Existing concrete slabs (on-grade) with existing floor coverings:
         a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
         b. Removal of existing floor covering.
      2. Preliminary cleaning.
      3. Specified remediation, if required.
      4. Patching, smoothing, and leveling, as required.
      5. Other preparation specified.
      7. Protection.
   B. Remediations:
      1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
      2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
      3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS
   A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
   B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING
   A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
   B. Do not use solvents or other chemicals for cleaning.

3.04 PREPARATION
   A. See individual floor covering section(s) for additional requirements.
   B. Comply with requirements and recommendations of floor covering manufacturer.
   C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
   D. Do not fill expansion joints, isolation joints, or other moving joints.

3.05 ADHESIVE BOND AND COMPATIBILITY TESTING
   A. Comply with requirements and recommendations of floor covering manufacturer.
3.06 PROTECTION

A. Cover prepared floors with building paper or other durable covering.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Luxury Vinyl Tile.
B. Resilient base.
C. Installation accessories.

1.02 REFERENCE STANDARDS


1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
C. Verification Samples: Submit one samples, 3 by 3 inch (7.62 by 7.62 mm) in size illustrating color and pattern for each resilient flooring product specified.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
B. Store all materials off of the floor in an acclimatized, weather-tight space.
C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
D. Protect roll materials from damage by storing on end.
E. Do not double stack pallets.

1.05 FIELD CONDITIONS

A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 TILE FLOORING

A. Luxury Vinyl Tile: Printed film type, with transparent or translucent wear layer.
   1. Manufacturers:
   2. Minimum Requirements: Comply with ASTM F1700, of Class corresponding to type specified.
   3. Square Tile Size: 18 by 18 inch (457 by 457 mm).
   4. Wear Layer Thickness: 0.020 inch (0.50 mm).
   5. Total Thickness: 0.125 inch (3 mm).

2.02 RESILIENT BASE

A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
1. Manufacturers:
2. Height: 4 inch (100 mm).
3. Thickness: 0.125 inch (3.2 mm).
5. Color: TA4 Gateway WG.

2.03 ACCESSORIES
A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
C. Moldings, Transition and Edge Strips: Same manufacturer as resilient base, Color: TA4 Gateway WG.
   1. Profiles: T-transition, ramp reducers or edge as appropriate for conditions.
D. Sealer and Wax: Types recommended by flooring manufacturer.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.
   1. Test in accordance with ASTM F710.
   2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.
D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION
A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
B. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
C. Prohibit traffic until filler is fully cured.

3.03 INSTALLATION - GENERAL
A. Starting installation constitutes acceptance of sub-floor conditions.
B. Install in accordance with manufacturer's written instructions.
C. Spread only enough adhesive to permit installation of materials before initial set.
D. Fit joints and butt seams tightly.
E. Set flooring in place, press with heavy roller to attain full adhesion.
F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
   1. Resilient Strips: Attach to substrate using adhesive.
H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
I. At movable partitions, install flooring under partitions without interrupting floor pattern.
3.04 INSTALLATION - LUXURY VINYL TILE FLOORING
   A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

3.05 INSTALLATION - RESILIENT BASE
   A. Fit joints tightly and make vertical. Maintain minimum dimension of 36 inches (90 mm) between joints.
   B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
   C. Install base on solid backing. Bond tightly to wall and floor surfaces.
   D. Scribe and fit to door frames and other interruptions.

3.06 CLEANING
   A. Remove excess adhesive from floor, base, and wall surfaces without damage.
   B. Clean in accordance with manufacturer's written instructions.

3.07 PROTECTION
   A. Prohibit traffic on resilient flooring for 48 hours after installation.
PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Carpet, direct-glued.
   B. Removal of existing carpet.

1.02 RELATED REQUIREMENTS
   A. Section 01 7419 - Construction Waste Management and Disposal: Reclamation/Recycling of new carpet scrap, new cushion scrap, removed carpet, and removed carpet cushion.
   B. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS
   B. CRI 104 - Standard for Installation of Commercial Carpet; 2015.

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
   C. Shop Drawings: Indicate seaming plan, method of joining seams, direction of carpet pile and pattern, location of edge moldings and edge bindings.
   D. Samples: Submit one samples 5 by 5 inch (127 by 127 mm) in size illustrating color and pattern for each carpet material specified.

1.05 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet with minimum ten years documented experience.
   B. Installer Qualifications: Company specializing in installing carpet with minimum five years documented experience.

1.06 FIELD CONDITIONS
   A. Store materials in area of installation for minimum period of 24 hours prior to installation.
   B. Maintain minimum 70 degrees F (21 degrees C) ambient temperature 24 hours prior to, during and 24 hours after installation.
   C. Ventilate installation area during installation and for 72 hours after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. Carpet:
      1. Tandus Centiva: www.tandus-centiva.com

2.02 CARPET
   A. Field Carpet
      1. Carpet, Type Broadloom:
         a. Roll Width: 12’ - 6” ft (3657 mm).
         c. Pattern: Datastream 40036.
         d. Primary Backing: LifeLONG Broadloom
   B. Border Accent
      1. Carpet, Type Powerbond: Symtex®.
c. Roll Width: 6' ft (1828 mm).
d. Fiber System: Dynex Nylon/ Dynex SD
e. Primary Backing: Powerbond Cushion RS

C. Border
1. Carpet, Type Powerbond:Stratatec® Patterned, Symtex®.
   c. Roll Width: 6' ft (1828 mm)
   d. Fiber System: Dynex SD
e. Primary Backing: Powerbond Cushion RS

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive carpet.

B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesives to sub floor surfaces.

C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and alkalinity (pH).
   1. Test in accordance with ASTM F710.
   2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

A. Remove existing carpet and carpet cushion.

B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

C. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.

D. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
   1. Provide flush transition between carpet types with patching/leveling compound.

E. Clean substrate.

3.03 INSTALLATION - GENERAL

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install carpet and cushion in accordance with manufacturer's instructions and CRI 104 (Commercial).

C. Verify carpet match before cutting to ensure minimal variation between dye lots.

D. Lay out carpet and carpet borders.
   1. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic.
   2. Do not locate seams perpendicular through door openings.
   3. Align run of pile in same direction as anticipated traffic and in same direction on adjacent pieces.
   4. Locate change of color or pattern between rooms under door centerline.
   5. Provide monolithic color, pattern, and texture match within any one area.

E. Install carpet tight and flat on subfloor, well fastened at edges, with a uniform appearance.

3.04 DIRECT-GLUED AND MANUFACTURER ADHERED CARPET

A. Double cut carpet seams, with accurate pattern match. Make cuts straight, true, and unfrayed. Apply seam adhesive to cut edges of woven carpet immediately.
B. Apply contact adhesive to floor uniformly at rate recommended by manufacturer. After sufficient open time, press carpet into adhesive.

C. Apply seam adhesive to the base of the edge glued down. Lay adjoining piece with seam straight, not overlapped or peaked, and free of gaps.

D. Roll with appropriate roller for complete contact of adhesive to carpet backing.

E. Trim carpet neatly at walls and around interruptions.

3.05 CLEANING

A. Remove excess adhesive from floor and wall surfaces without damage.

B. Clean and vacuum carpet surfaces.

END OF SECTION