



REQUEST FOR PROPOSAL

2024-09

Sealed proposals will be received at the offices of the Bay Metropolitan Transportation Authority (BMTA) at 1510 N. Johnson Street, Bay City, MI, until 2:00 PM, Local Time, on Tuesday, June 4, 2024, at which time and place said proposals shall be opened for the following item:

Central Bus Station (CBS) Renovations
Location: 1124 Washington, Bay City, MI.

All offerers must use the proposal forms provided in the procurement package, which may be acquired from the Purchasing department at the above address.

BMTA reserves the right to reject any or all proposals for sound documented business reasons, waive any defects or irregularities, and to accept the proposal which is most advantageous to Bay Metro Transit.

Minority owned and Female owned firms are encouraged to respond to this Proposal solicitation.

INSTRUCTIONS AND CONDITIONS FOR PROPOSAL SUBMITTAL

PROPOSAL NUMBER 2024-09

PROPOSAL SUBMITTAL AND DUE DATE

All envelopes must be sealed and marked
"Request for Proposal – "CBS Renovations"

The B.M.T.A. is not responsible for any proposal not marked as such.

Return proposal to

Bay Metropolitan Transportation Authority
1510 North Johnson Street
Bay City, MI 48708

The deadline for submitting proposal is 2:00 PM Local Time, on Tuesday, June 4, 2024, at which time proposals will be opened. *Under Federal Transit Administration regulations, the opening is not open to the public.* Proposals received after that time will not be considered for award or opened.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

Procurement Schedule
2024-09

The following schedule represents B.M.T.A.'s commitment to expedite this procurement.

<u>Monday April 15</u> _____, 2024	RFPs notice mailed to potential offerers. RFP Advertised on BMT web site,CTAA Website, published in the Pinconning Journal
<u>Wednesday May 8</u> _____, 2024	Pre Proposal Meeting and site walk through 10:00 AM. **SEE NOTE BELOW**
<u>Wednesday May 15</u> _____, 2024	Deadline for potential offerers to request for Approved Equals and/or Clarification of Specifications to B.M.T.A.
<u>Up to 3 days after receipt</u> _____,	Deadline for B.M.T.A.'s response to request for Approved Equals and Clarification of Specifications.
<u>Tuesday June 4</u> _____, 2024	Proposals Due (<i>Not open to the public</i>)-2:00PM.
<u>Wednesday June 19</u> _____, 2024	Recommendation for contract award presented to B.M.T.A.'s Board of Directors for approval or disapproval.
<u>Thursday June 20</u> _____, 2024	Winner notified

*** Pre-Proposal Meeting will be held at the Central Bus Station located at
1124 Washington, Bay City, Michigan 48708 at 10 am. ***

The BMTA and the successful offeror shall mutually agree when it is necessary to make changes in, additions to, or deductions from the work performed or the material to be furnished, pursuant to the provisions of the contract documents.

STATEMENT OF NO BID

NOTE: if you do not intend to make a bid on this item, please detach and return this form immediately.

Purchasing Department, BMTA
1510 N. Johnson Street
Bay City, MI 48708

We, the undersigned, have declined to make a proposal on your bid .(BID 2024-09), (CBS Project) for the following reason(s):

_____ Specifications too restrictive, i.e., geared toward one brand or manufacturer only (explain below) Insufficient time to respond to the Request Date Received: _____

_____ We do not offer this product or service

_____ Our schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirement

_____ Specifications unclear (explain below)

_____ Unable to meet insurance requirements

_____ Remove us from your Vendor list altogether

_____ Other (specify below)

REMARKS: _____

Business Name: _____

Signature: _____

Telephone: _____

Date: _____

NO CONDITIONAL BIDS

This Request for Proposals calls for proposals that are responsive to the specifications, which are attached hereto and incorporated herein as Exhibit "A". Conditional bids, or those which take exception to the specifications, will be considered non-responsive and will be rejected unless specific approval from BMTA is requested in writing by at least 10 days prior to bid due date. All other eligible bidders or offerors are to be notified of any approved exceptions to the specifications.

APPROVED EQUALS AND DEVIATIONS FROM SPECIFICATIONS:

If the offeror or bidder proposes to submit a bid containing "approved equals" or "deviations" from the specific requirements of these specifications, the offeror or bidder must obtain such approval, confirmed in writing, prior to the date of bid opening.

Requests for "approved equals" and clarification must be received by the BMTA in writing no less than 10 days before date of bid opening. Any request for approved equal must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to, or better than, the specification requirements. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid may be cause for its rejection.

The BMTA reserves the right to postpone the proposal opening or receipt of bids for its own convenience.

Changes to the specifications will be made by addendum only and issued by the BMTA's Purchasing Agent in writing.

Prime Contractors and subcontractors may make appointments to discuss project specifications. This, however, does not relieve them from providing written documented requests.

Request for approved equal (if required) or clarification of specifications by a bidder or offeror must be received in writing by the BMTA's Purchasing Agent not less than ten (10) working days before the date of the scheduled bid opening or closing date for receipt of bids. All requests for approved equals or clarification of specifications should be addressed to:

ATT'N: Tom Dominowski
Purchasing Agent
Bay Metropolitan Transportation Authority
1510 N. Johnson Street
Bay City, MI 48708

The BMTA's Purchasing Agent shall reply to all requests for approved equals or clarification of specifications within eight (8) days after receipt of the request. A copy of the response shall be

sent to the requestor and all contractors and subcontractors who requested a copy of the original solicitation.

PROTEST PROCEDURE

Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by BMTA's General Manager in writing not less than ten (10) working days before the date of the scheduled bid opening or closing date for receipt of bids. [An "interested party" is defined as any bidder or offeror, or subcontractor or supplier, provided they have a substantial economic interest in a portion of the RFB or RFP in question.] All protests should be hand-delivered, or sent via registered or express mail, to:

ATTN: General Manager
Bay Metropolitan Transportation Authority
1510 N. Johnson Street
Bay City, MI 48708

Any protest of the specifications shall state the name of the submitter/protestor, a description of the project or solicitation number, and a statement of grounds for the protest. If any of the information is omitted or incomplete, BMTA will notify the protestor immediately in writing that the specified information must be submitted within a specified time period if the protest is to be further considered.

Upon receipt of a written protest BMTA shall immediately determine if the date for the bid opening or closing date for receipt of bids should be postponed. If the bid opening or bid closing date is postponed, BMTA will contact all contractors and subcontractors who were furnished a copy of the specifications by BMTA that an appeal has been filed and that the bid opening or receipt of bids is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.

Representatives of the BMTA and the protestor shall meet within twenty-four (24) hours after BMTA's receipt of the protest, or at a mutually agreed-upon time, to discuss all substantive issues raised in the protest. Upon completion of discussions between the BMTA and the protestor, the BMTA's General Manager will transmit a final decision in writing to the protestor within five (5) working days. The final decision will address, in detail, each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protestor will be notified in writing of the time extension. Upon issuance of the written decision, the BMTA will then issue appropriate addenda to cover any changes to the RFP or RFB or extension of bid due date, if required.

Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by BMTA's General Manager not more than seventy-two (72) hours after announcement of award to the participating bidders or offerors. Upon receipt of a protest after contract award, the BMTA shall immediately determine if work on the protested project should be suspended until such time as the protest is resolved.

Representatives of BMTA and the protestor shall meet within twenty-four (24) hours after receipt of the protest, or at such time as mutually agreed to by both parties to discuss the protest. Upon

completion of discussions between BMTA representatives and the protester, BMTA will issue a written decision to the protester within five (5) working days. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension.

Except as noted below, BMTA will not open bids, receive bids or award a contract if a formal written protest has been received and no final decision in response to it has been issued by BMTA's General Manager. After the issuance of a final decision, BMTA will wait a minimum of five (5) working days before opening bids or before awarding a contract for a project.

BMTA may open bids, receive bids, or award a contract for a project while a protest is pending final disposition if BMTA's General Manager determines that:

- (1) The items to be procured are urgently required;
- (2) Delivery or performance will be unduly delayed by failure to make an award promptly; or
- (3) Failure to make a prompt award will otherwise cause undue harm to the BMTA or the Federal Government

A protestor may request reconsideration after a final decision has been issued by BMTA's General Manager, if new data or information becomes available that was not previously known, or there has been an error of law or regulation.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations are under the jurisdiction of State or local authorities.

Any appeal or protest may be withdrawn at any time.

BONDING REQUIREMENTS

A. Performance Bonds

For construction projects over \$25,000, successful bidders will be required to post a performance bond, after the award is made by the board of Directors, equal to the value of the work to be done.

B. Payment Bonds

1. Construction projects between \$25,000 and \$1,000,000

Successful bidders/proposers must post a payment bond, after the award by the Board of Directors, guaranteeing payment to subcontractor[s] that will perform work valued at 50% or more of the total project cost.

2. Construction projects between \$1,000,000 and \$5,000,000

Successful bidders/proposers must post a payment bond, after the award by the Board of Directors, guaranteeing payment to subcontractor[s] when the subcontractor[s] will perform work valued at 40% or more of the total project cost.

3. Construction projects over \$5,000,000

Successful bidders/proposers must post a payment bond, after the award by the Board of Directors, guaranteeing payment to subcontractor[s] when the subcontractor[s] will perform work valued at 40% or more of the total project cost, or \$2,500,000, whichever is less..

SUBCONTRACTORS

A list of all intended subcontractors must be provided within your proposal and should include contact information for them.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written request received by BMTA prior to the time fixed for proposal due date. No bid may be withdrawn for a period of ninety (90) days after the time set herein for due date.

PROPOSAL ACCEPTANCE OR REJECTION:

BMTA reserves the right to accept any proposals, or to reject any or all proposals or postpone due date or to contract on such basis as BMTA deems to be in its best interest.

BASIS OF AWARD:

The successful bidder shall be the most responsible contractor possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Proposals shall be evaluated and prioritized as follows: First – qualifications of the firm; second – technical proposal; and third – value. Only proposals deemed acceptable under the first step will be evaluated in the second step. Only those proposals deemed acceptable under the first and second steps will be evaluated for value.

SINGLE BID

In the event a single bid or proposal is received, BMTA will conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating the separate cost

elements. It should be recognized that a price analysis, through comparison with other similar procurements, must be based on an established or competitive price of the elements used in the comparison.

The comparison must be made to a purchase of similar quantity and quality, involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for BMTA to conduct a cost analysis of the price.

LIMITATIONS:

This Request for Proposals (“RFP”) does not commit BMTA to award a contract, to pay any cost incurred in the preparation of a bid to this RFP, to negotiate with all qualified bidders or offerors, or to preclude BMTA from canceling, in part or in its entirety, this RFP if it is in the best interest of BMTA.

WRITTEN AGREEMENT:

Upon acceptance by BMTA of a bid, a contract will be awarded for furnishing the items described in the bid in strict conformity with the specifications, these instructions, and the contract bid. **After the execution of the written agreement**, a “Notice to Proceed” will be issued by BMTA for the services.

CONTRACT DOCUMENTS:

The successful bidder will execute a written agreement, a sample of which is attached hereto and incorporated herein as Exhibit “B”.

Bay Metro Transit Prohibits and will not enter into “Cost plus Contracts”

BID AS CONTRACT:

Each bid will be submitted with the understanding that acceptance in writing by BMTA of the offer to furnish the equipment or services described therein shall constitute a contract between the successful bidder or offeror and BMTA, which shall bind the bidder or offeror to furnish and deliver the equipment or services at the bid price in accordance with the bid specifications, general conditions and general requirements detailed in the bid specification package or subsequently added or made a part thereof.

BID DISCLOSURE:

All information on a submitter's bid, except proprietary financial information and responsibility, is subject to disclosure under the provisions of Public Act NO. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

Bids may be inspected at the office of the Purchasing Agent after award is completed. Inspections will be during office hours and within specified time limits as directed by the Purchasing Agent.

Information available for inspection shall include the tabulated price bids and copies of the bid documents subject to the exceptions listed above and proprietary legal constraints.

POINT OF CONTACT:

All communications, contracted items, contracts, documentation submittals, and correspondence shall take place between the bidder or offeror and:

Tom Dominowski
Purchasing Agent
Bay Metropolitan Transportation Authority
1510 North Johnson Street, Bay City, MI 48708.
FAX (989) 894-2621.

Telephone contact with the BMTA's Purchasing Agent can be made at (989) 922-3710 Monday through Friday, between the hours of 7:00 a.m. and 4:00 PM. Email inquiries can be sent to BMTA's Purchasing Agent at tdominowski@baymetro.com

**THE FOLLOWING FEDERAL CLAUSES AS PROVIDED BY MDOT
FOR
CONSTRUCTION MORE THAN \$250,000 APPLY TO THIS PROCUREMENT**

RFP 2024-09 Central Bus Station Renovations

All submitted proposals must include the following.

All requested pages of the RFP, which require signatures must be filled out and returned within your proposal package.

Vendor must provide a listing of all Subcontractors they intend to use on the project, including contact information for them.

Vendors must provide their current proof of liability Insurance.

Vendor must provide a minimum of three (3) references from most recent projects of same size and scope, name, address, and telephone number of contact is required.

Vendor Cost Forms are to be in a separate sealed envelope within their Proposal and they should be clearly marked "COST".

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other Third-party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DO , U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, div. G, tit. I , §§ 70911 - 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 3. A contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or,
 4. A contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.
- e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title I of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 CFR part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and or
4. Disqualifying the contractor from future bidding as non-responsible. 49 CFR § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 CFR § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 CFR § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD-PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-party Agreement and parties thereto at any tier.

FLY AMERICA

- a) Definitions. As used in this clause -
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S.-Flag Air Carriers
 International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403 [State reasons].
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
 - a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-party Agreement with the Third-party Participant without FTA's written approval.
2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-party Agreements and must require each Third-party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or TE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 CFR §§ 200.317- 200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 CFR part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, nontransferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.

5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 CFR part 223 as possessing a Certificate of Authority as described thereunder.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a) **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs.
- b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR part 5. See 2 CFR part 200, Appendix II.
- c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e) The regulation at 29 CFR § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 31413144, and 31463148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 CFR part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify _____
(Name and Title of official)

On behalf of _____ that:
(Name of Bidder Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF BIDDER COMPANY NAME	
TITLE OR PRINT NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
3. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
 - a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or,
 3. Requires the consent of a federal official, and
 - b. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
4. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

CERTIFICATION

CONTRACTOR	
SIGNATURE OF AUTHORIZED OFFICIAL	DATE
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL	

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

COMPAN		
NAME	TITLE	
SIGNATURE		DATE

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

COMPAN		
NAME	TITLE	
SIGNATURE		DATE

ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17

The following access to records requirements apply to this Contract: (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000 for grants executed after 12/26/14. (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). (7) FTA does not require the inclusion of these requirements in subcontracts.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

PROHIBITION OF DISCRIMINATION IN FEDERAL CONTRACTS

BMTA hereby notifies its Contractors and their subcontractors of the federal equal opportunity requirements specified in Title 41 CFR Chapter 60-1.4.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with

litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

REPORTING REQUIREMENTS

Contractors/consultants required to file EEO Reports and other EEO information with the Federal Government are those who:

- (a) have 50 or more employees; and
- (b) are prime Contractor or subcontractor; and
- (c) have a contract, subcontract or purchase order amounting to \$50,000 or more.

If your firm meets the "Reporting Requirements," sign below stating that your firm agrees to the conditions described in "Prohibition of Discrimination in Federal Contracts."

Authorized Signee

Title

Date

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of

investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Authorized Signee

Title

Date

COMPREHENSION CERTIFICATION

This is certification that I have read the entire bid package and understand the requirements.

Authorized Signee

Title

Date

Contact Information/ Telephone / Email

BID CERTIFICATE STATEMENT

Please fill out entire certificate and return with your bid.

1. If the bidder or offeror is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one (51%) percent of the voting rights and/or assets in that company.)

_____ name of parent company

_____ main address

I, _____, _____
(authorized official) (title)

for _____, the bidder or offeror, attest to the
(company)

authority of _____ to submit
(executing agent)

this bid on behalf of the bidder or offeror and the parent company if other than the bidder or offeror.

(authorized official-signature)

2. The offeror hereby certifies that they are not included on the United States Comptroller General's list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.
3. By submission of this bid, each bidder or offeror and each person signing on behalf of any bidder or offeror certifies, and in the case of a joint bid , each party certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:
 - a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting completion as to any other matter relating to such prices with any other bidder or offeror or with any other competitor.
 - b) Unless otherwise required by Law, the prices which have been quoted in this have not been knowingly disclosed by the bidder or offeror prior to any competitor; and,
 - c) No attempt has been made or will be made by the bidder or offeror to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(authorized official) (title)

(company)

THE FOLLOWING PAGES MUST BE COMPLETED AND RETURNED
WITH YOUR BID OR YOUR BID WILL BE REJECTED AS
NON-RESPONSIVE

Access to Records
EEO Certificate-Federal
EEO Certificate-State
Comprehension Certificate
Bid Certificate Statement

EXHIBIT

A

Specifications

Evaluation of Proposals

2024-09

All Proposals will be evaluated for responsiveness, Responsibility of Vendor, and evaluation of listed Criteria. Proposals must meet the requirements of stage one and two listed below to have Proposal criteria evaluated.

Responsiveness (stage one)

All Proposals must include the requested information and documents as outlined in the RFP to move to the Vendor Responsibility stage.

Vendor Responsibility (stage two)

- A. Vendor must demonstrate the ability to do the proposed project in a timely matter.
- B. Vendor must provide proof of appropriate financial, facility, equipment, Licenses, and personnel to satisfy proposal.
- C. Vendor must not be debarred or suspended on epls list (<http://www.sam.gov>).
- D. Vendor must provide Name and contact information for 3 references for similar projects.

Proposal Criteria (stage three)

After successfully passing stage one and stage two the Proposals will be evaluated on the following Criteria with equal weights placed on each category.

- A. Project timeline
- B. Disruption of day-to-day operation
- C. Technical Proposal
- D. Materials to be used
- E. Price (Price will be evaluated using the following formula)
Low price / proposed price x points given to price criteria.

BMTA 2024-09

CBS RENOVATION PROJECT

1124 Washington, BAY CITY MI. 48708

GENERAL:

The intent of this specification is to describe the renovations to Bay Metro Transportations Central Bus Station (CBS) located at 1124. Washington, Bay City, MI 48708. The renovations will include adding restrooms, renovating ticket counter, renovations to public restrooms, adding a breakroom and patio along with new floor coverings and updates to the outer canopy.

The complete Engineered Specifications and Drawings are available by requesting a link to them.

To receive an email link please request from Bay Metro Transits Purchasing Agent by:

Email tdominowski@baymetro.com

Telephone (989) 922-3710

Fax (989) 894-2621

SPECIFICATION MANUAL FOR:



BAY METROPOLITAN TRANSPORTATION AUTHORITY
BAY CITY, MI

Renovations to Central Bus Station

1124 Washington Avenue
Bay City, MI 48708



Project Design Team

Owner:
Bay Metropolitan Transportation Authority
1510 N. Johnson Street
Bay City, MI 48708

Architect:
Sedgewick & Ferweda Architects
410 East Court Street
Flint, MI 48503

SECTION 00 0100

PROJECT DIRECTORY

PROJECT: Renovations to: Central Bus Station
Bay Metro Transit Authority

PROJECT LOCATION: Central Bus Station
1124 Washington Ave.
Bay City, MI 48708

ARCHITECT: Sedgewick + Ferweda
410 East Court Street
Flint, MI 48503
Jeffrey Ferweda, AIA

END OF SECTION 00 0100

SECTION 00 0110

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01 5000	Temporary Facilities and Controls
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01 7700	Project Closeout Procedures
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ARCHITECTURAL / ENGINEERING DOCUMENTS ISSUED FOR BIDDING

See Attached Documents Table of Contents

END OF SECTION 00 0110

SECTION 00 1000

ADVERTISEMENT FOR BID

Notice is hereby given that the Bay Metro Transit Authority is receiving bids from trade contractors for the following project:

Renovations to: Central Bus Station

This project consists of renovations to the Central Bus Station Facility including selective demolition of interior flooring, toilet partitions, toilet facilities, casework, and interior/walls.

Complete proposals will be received from General Contractors to compete the project as documented in the drawings and specifications as prepared by the Architect and Engineers.

Bids will be received at until **2:00 p.m. on Tuesday, June 4, 2024** at which time the bids will be privately opened due to Federal Transit Administration Regulations.

One copy of the proposal should be sealed and marked

Request for Proposal – CBS Renovations
Attn: Thomas Dominowski – Purchasing Agent
Bay Metropolitan Transportation Authority
1510 North Johnson Street
Bay City, MI 48708

This is a prevailing wage project.

The Owner reserves the right to reject any, part of any or all bids and to waive all informalities in the bidding procedures. The Owner reserves the right to reject any bid when Bidder fails to submit data required by the Bidding Documents, or if the bid is submitted incomplete or irregular. No telephonic, telegraphic, email, fax bids or modification to a submitted bid will be received or considered by the Owner.

For construction projects over \$25,000, successful bidders will be required to post a performance bond, after the award is made by the Board of Directors, equal to the value of the work to be done.

For projects between \$25,000 and \$1,00,000, successful bidders / proposers must post a payment bond, after the award by the Board of Directors, guaranteeing payment to subcontractor(s) that will perform work valued at 50% or more of the total project cost.

Bids may not be withdrawn for a period of sixty (60) days after the bid date.

PRE-BID CONFERENCE

There is a pre-proposal Meeting and site walk through at **10am on Wednesday, May 8, 2024** at 1124 Washington Avenue, Bay City, MI 48708.

APPROVED EQUALS, QUESTIONS / RFI's

All questions and clarifications regarding the plans and specifications are to be emailed to lauren@sfarch.us at the Office of the Architect, Sedgewick + Ferweda by Wednesday, May 15, 2024. Responses will be issued within three (3) days of receipt.

All requests for approved equals must be submitted to Thomas Dominowski, Purchasing Agent, fourteen (14) days prior to proposal due date. Responses will be issued within eight (8) days of receipt.

DRAWINGS, SPECIFICATIONS AND ADDENDUMS

Plans, Specifications and Addendums will be from the BMT website, CTA Website, and *The Pinconning Journal*.

Plans and Specifications are also available for purchase from ARC – Grand Blanc. Please call (810) 695-9500 to order a set of plans.

Addendums will be posted no later than 12:00 Noon eight (8) days before the bid is due. The Office of the Architect will send out a notice that an addendum is available to all known plan holders. **It is the responsibility of every bidder to check the project site for addendums and note them on the bid form.**

END OF SECTION 00 1000

SECTION 00 2000

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 – 2017 Edition, and in other contract documents are applicable to the Bidding Documents.

Bidding Documents: Bidding Documents include the Drawings, Specifications, Addenda prepared by the Architects, Engineers, and Consultants and anything referenced within those documents.

Addenda: Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Bid: A bid is a complete and properly signed proposal to do the work for a stipulated sum, submitted in accordance with the Bidding Documents.

Base Bid: The sum stated in the Bid Form for which the Bidder offers to perform the work described in the Bidding Documents as the Base Bid.

Alternate: An alternate is an amount stated in the Bid to be added or deducted from the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

Bidder: A person or entity who submits a bid.

Furnish: This term is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations.

Install: The term is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

Provide: To furnish and install, complete and ready for the intended use.

2. BIDDING PROCEDURE

Plans, Specifications and Addendums will be from the BMT website, CTAA Website, and *The Pinconning Journal*. **It is each bidder's responsibility to ensure that they have viewed all addenda posted to the Plan Room.** Addendums will be posted no later than 12:00 Noon three days before the bid is due.

All bidders are to bid directly to General Contractors only. Bids for partial categories or noting any exceptions may cause your bid to be rejected. If you have any questions or need clarifications to the documents, please submit a Pre-Bid RFI.

Each Bidder by submitting this Bid to the Owner represents that they have read and understand the Bidding Documents. Each bidder also represents that they have made a site inspection, familiarized themselves with the local conditions under which the work is to be performed, and have correlated observations with requirements of the Bidding Documents.

One copy of the bid must be submitted. Fill in ALL blanks on the bid form. Information must be typed or in ink. Express sums in both words and figures. The amount in words will govern in case of a discrepancy. The signer of the bid must initial all interlineations, alterations and erasures.

Enclose the bid and other documents required in a sealed envelope. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with "Sealed Bid Enclosed" printed on the envelope.

Address the envelope to the party receiving the bids and state project name, the bidder's name and address, on the outside of the envelope.

Bids will be privately opened. Only properly identified bids received on time will be opened.

3. REQUEST FOR APPROVED EQUALS

The bidder may submit a request for approved equals for specified items to the Purchasing Agent, Thomas Dominowski.

4. QUESTIONS AND DISCREPENCIES

Notify the Architect at least fourteen (14) days prior to bid of ambiguities, inconsistencies, or error discovered upon examination of the Bidding Documents, site or local conditions. Submit requests for clarification or interpretation of the Bidding Documents in writing. Interpretation, correction, or change of the Bidding Documents will be made by Addendum, all other forms will be non-binding. Questions should be EMAILED to the Project Architect listed in **Section 00-10-00**.

6. MODIFICATION OR WITHDRAWAL OF A BID

A bid may not be modified or withdrawn following the time and date designated for the receipt of bids. Prior to the time and date designated for receipt of bids, a submitted bid may be withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Notice shall be in writing over the signature of the bidder or in person. Withdrawal notice shall be submitted by mail, telegram, or fax postmarked on or before the date and time for receipt of bids. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

7. OWNER'S RESERVATION OF RIGHTS

The Owner reserves the right to reject any, part of any or all bids and to waive all informalities in the bidding procedures. The Owner reserves the right to reject any bid when Bidder fails to submit data required by the Bidding Documents, or if the bid is submitted incomplete or

irregular. No telephonic, telegraphic, email, fax bids or modification to a submitted bid will be received or considered by the Owner.

The Owner will have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the base bid and the accepted Alternate.

It is the Owner's intent to award a contract to the lowest responsible and competent bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available for construction.

The Owner reserves the right to cancel the project and contract at any point. The contractor will be reimbursed for work performed up to cancellation based upon the amount of work completed.

8. SUBSURFACE MATERIALS AND SOIL BORINGS

Contractors may review test-boring data if it is available. Soil Boring data will be available either as a part of the specification or will be available as a separate file in the Electronic Plan Room. The Owner, or Architect as part of Contract Drawings or Specification does not guarantee its accuracy or completeness. Contractor shall assume all responsibility in excavating for this project and shall not rely on subsurface information obtained. Bidders shall make their own investigation of existing subsurface conditions; neither Owner nor Architect will be responsible in any way for additional compensation for excavation work performed under the contract due to Contractor's assumptions based on subsoil data prepared solely for Owner's and Architect's use.

10. POST BID INFORMATION

The Bidder shall within seven (7) days of notification of selection for the award of the Contract for the work, submit the following information.

- A. Designation of the Work to be performed by the Bidder with his own forces.
- B. Proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work.
- C. List of names of the subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to the special design) proposed for the principal portions of the Work.
- D. A list of proposed job site staff and home office staff directly involved with this Project. Indicate the qualifications, pay rates, titles, responsibilities, and duties of each person.
- E. Certificates evidencing insurance coverage in the amounts and types specified.
- F. An interim construction schedule in a bar graph format.
- G. A completed Schedule of Values in the format provided by the Owner.
- H. Performance bond as indicated in **Section 00 10 00**.

The Bidder will be required to establish to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

Prior to the award of the Contract, the Bidder will be notified in writing. If the Owner has reasonable objection to any proposed person or entity, the Bidder may at his option, (1) withdraw his bid or (2) submit an acceptable substitute person or entity with an adjustment in cost occasioned by such substitution. The Owner may at his discretion, accept the adjusted bid price or disqualify the Bidder.

The Owner reserves the right to request financial statements from the bidder before the award of a contract.

11. PRE-AWARD INTERVIEW

The selected Contractor as determined by the Owner will be required to attend a pre-contract award interview at the job for the purpose of reviewing the submitted bid for compliance with specified products, methods of installation, warranties, general job procedures, post bid information and related items.

Meeting minutes of the pre-contract interview will be taken by a representative of the Architect. Before concluding the interview, the minutes will be signed by those in attendance.

12. TAXES

Each bidder shall include in their proposal, and agree to pay, all fees and taxes including Sales and Use which they may be required to pay in connection with the performance of the contract. Also, the bidder includes and agrees to pay for all contributions to unemployment compensation, health and welfare, appropriate benefits, or other purposes now or hereafter during the term of the contract and the Owner and Architect shall not be liable for any additional charges.

13. PREVAILING WAGES

Prevailing wages will be a requirement of the Owner on this project.

14. INDEMNIFICATION AND GENERAL LIABILITY INSURANCE

Each trade contractor shall agree to indemnify and hold harmless the Owner and Architect from and against any and all general liability claims whatsoever arising out of or occurring during and occasioned directly or indirectly by it's negligence or fault. Prior to entering into a contract, each trade contractor shall provide evidence satisfactory to the Owner and Architect of adequate general liability insurance coverage which names the Owner and Architect as additional insured. Each trade contractor shall also provide evidence of Worker's Compensation Insurance in the amounts required by the State of Michigan.

15. LOCAL PRODUCTS

All prime bidders, subcontractors and suppliers shall utilize products that are local to the region or State whenever possible where price, quality and performance are equal to or better than non-local products.

16. MINORITY SUBCONTRACTORS

Bidders are encouraged to use the services of minority subcontractors if possible in the pursuance of this project.

17. NON-COLLUSION CLAUSE

By submitting and signing the proposal form, the bidder declares that neither the bidding firm nor agents of the bidding firm or any other members of the proposed team have entered into any collusion or agreement concerning any aspect of the proposal.

18. CONSTRUCTION DOCUMENT RESPONSIBILITIES

All bidders are responsible for the COMPLETE set of drawings and specifications including the Technical Specifications (Architectural, Mechanical, and Electrical), Drawings (Civil, Structural, Architectural, Mechanical, Electrical, etc.). Bidders are to familiarize themselves with the work of other trades and participate in the coordination of work activities.

All bidders are to include, in their entirety, the work and instructions described in Division 0 – “Bidding and Contract Requirements” and Division 1 – “General Requirements.”

19. WARRANTY

All work shall be guaranteed for a period of twelve (12) months from the date of substantial completion of the entire Bid Package unless more specifically stated in the contract documents. All service during this 12-month period shall be rendered without charge to the Owner. This 12-month warranty does not replace any longer warranties required by the specification.

20. SITE VISIT

All contractors are required to visit the site to familiarize themselves with existing conditions either through the Pre-Bid Conference or through a visit you have scheduled with Owner. Contractors shall not visit or walk through the site without permission from the Owner.

21. FORMAT OF ELECTRONIC SUBMITTALS

When submitting information electronically all contractors shall use the Portable Document Format (.pdf) for all email attachments. Forms and requests that are submitted in a different format may be rejected resulting in delays to the schedule and payments.

25. ADDITIONAL SETS OF DRAWINGS AND SPECS

The Owner will not furnish additional sets to the successful bidder(s). Contractors will need to purchase or reproduce additional sets of plans and specifications at their own expense.

END OF SECTION 00 2000

SECTION 00 3113

MILESTONE SCHEDULE

The General Contractor and all Subcontractors shall participate in coordinating the construction schedule with both the Architect and Owner to meet the Milestone Dates indicated in the bidding documents. The dates either listed below or on the attached schedule are not intended to be a complete breakdown of the work, rather it is a list of milestone dates that must be met by all trade contractors to ensure the project is completed on time. Trade contractors shall include all costs they feel are necessary to complete the work by these milestone dates and include all overtime and shift work even if not called for in the scope description. All trade contractors shall endeavor to improve upon the milestone dates if possible.

If a bidder feels that the dates given are unreasonable or they are impossible to meet, they are to notify the Architect by email prior to the bid date. Sedgewick + Ferweda will review the request and, if necessary, issue an addendum modifying the Milestone Schedule. If no objections are heard, it will be understood that the Milestone Schedule can be met by all trade contractors.

Meeting the schedule is an imperative part of the project to all parties, therefore the Owner reserves the right to take or recommend the following action(s) if the milestone dates are in danger of, or not, being met.

1. The Owner will request a written recovery schedule from the General Trades contractor.
2. The trade contractor(s) will be directed to increase crew size or add equipment on site.
3. The trade contractor(s) will be directed to add a second shift or work overtime.
4. If the above measures do not fulfill the requirements of the Milestone Schedule, the trade contractor(s) may be supplemented with additional personnel or equipment by others, or any necessary action required.

All costs associated with the above measures will be the responsibility of the trade contractor(s) involved, to the extent that it was delayed by others. If a trade contractor is found to have delayed the work, they will be responsible for any additional costs necessary to get the project back on schedule.

END OF SECTION 00 3113

SECTION 00 3146

PERMITS

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PERMITS AND FEES

1.2.1 The General Contractor shall pay for and furnish the general Building Permit.

1.2.2 Other than the Building Permit, each Trade Contractor is required to secure and pay for all permits and fees necessary for their scope of work.

1.2.3 The General Contractor shall schedule the General Building Inspection. The Owner and Architect along with all Trade Contractors shall be notified verbally or in writing of the date of inspection(s).

1.2.4 It is the responsibility of each Trade Contractor to schedule appropriate inspections of the work by the authorized inspector of the permit they secured. The General Contractor is to be notified immediately of any scheduled inspection(s).

1.2.5 This project is under the following jurisdictions:

Building	Bay City Building Department
Mechanical	Bay City Building Department
Electrical	Bay City Building Department
Soil Erosion	Bay County-Obtained by Owner
Right of Way	Bay City

END OF SECTION 00 3146

SECTION 00 4000

BID FORM

TO: Mr. Thomas Dominowski, Purchasing Agent
Bay Metro Transit Authority
1510 North Johnson Street
Bay City, MI 48708

RE: Renovations to: Central Bus Station

Having carefully reviewed the bidding documents described in Section 001000 and understanding the scope of work involved in the proposed Bid Category and those that interface with it, we hereby propose to furnish labor, materials, tools, equipment, supervision, insurance and services required for the completion of all work required for the Bid Category indicated in accordance with the Milestone Schedule and the Contract Documents prepared by the Architect.

BASE BID:

Total Base Sum of _____

Dollars _____

BIDDERS NAME: _____

ADDENDA:

And Having Received and Examined the Following Addenda: (include date for acknowledgement)

Addendum Number _____, dated _____, 2024

Addendum Number _____, dated _____, 2024

Addendum Number _____, dated _____, 2024

Demolition Plan Area "A", Sheet D1.0, remove existing reinforced concrete masonry foundations and reinforced concrete footings in their entirety. Install compacted engineered fill materials per specifications.

WORK TIME:

The undersigned hereby agrees to complete the entire work per the Milestone Schedule.

EXPERIENCE MODIFICATION RATE (EMR):

List the EMR for your firm as described by your insurance carrier for the past three (3) years.

2020 _____ 2021 _____ 2022 _____

CONTRACT:

The undersigned agrees that the above Base Bid Prices shall hold for 60 days and Alternate Prices for 120 days after receipt of proposals, to accept provisions of "Instructions to Bidders."

TIME AND MATERIAL RATES: (REQUIRED)

Labor rates listed below include the following: Cost of labor including Michigan Single Business Tax, Social Security and Medicare, Federal and State Unemployment tax, and Fringe Benefits Under Collective Bargaining Agreements, and Worker's Compensation Insurance. The rates listed below do not include overhead and/or profit. These rates are only for additions and/or deletions to the contract that could not have been anticipated at the time of the bid.

Trade	Straight Time	Shift Time	1 ½ Time	Double Time

IRAN BUSINESS RELATIONSHIP AFFIDAVIT:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SUBMITTED BY:

Firm Name: _____

Address: _____

Email Address: _____

Signed: _____ Title: _____

Typed Name: _____ Date: _____

Phone: _____ Fax: _____

If Bidder is a Corporation, indicate State of Incorporation: _____

If a Partnership, give full names of all Partners: _____

Please submit (3) copies and retain (1) copy for your records.

END OF SECTION 00 4000

SECTION 00 5000

CONTRACT / AGREEMENT FORM

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 CONTRACT / AGREEMENT FORM

1.2.1 Contracts will be direct between the Owner and the General Contractor.

1.2.2 The form of agreement will be the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-2017.

1.2.3 A sample copy of the agreement form can be viewed or downloaded at: the Office of the Architect.

END OF SECTION 00 5000

SECTION 00 6100

BONDS

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 BID BONDS

1.2.1 Each bid which exceeds \$50,000 must be submitted with an attached certified check, money order, or a bid bond from a surety company approved to do business in the State of Michigan, payable to the **Owner** in an amount not less than 5% of the base bid sum of the work.

1.3 PERFORMANCE AND PAYMENT BONDS

1.3.1 Prior to the execution of the contract, furnish bonds covering the faithful performance of the contract and the payment of all obligations arising there under. Include cost of bonds in the base bid. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

END OF SECTION 00 6100

SECTION 00 7200

GENERAL CONDITIONS

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 GENERAL CONDITIONS

1.2.1 The General Conditions which shall become a part of the agreement will be the General Conditions of the Contract for Construction, AIA Document A201-2017.

1.2.2 A sample copy of the General Conditions can be viewed or downloaded at: the office of the Architect.

END OF SECTION 00 7200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The name and address of the Insurance Company goes here	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	
	INSURED The name and address of the Prime Contractor goes here	INSURER(S) AFFORDING COVERAGE INSURER A: The name(s) of the insurance companies providing coverage INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Policy Number Must Be Listed Here		Start/End dates of Policy must be listed here	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS			Policy Number Must Be Listed Here		Start/End dates of Policy must be listed here	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			Policy Number Must Be Listed Here		Start/End dates of Policy must be listed here	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number Must Be Listed Here		Start/End dates of Policy must be listed here	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

This section does not need to be filled out unless a specific coverage is required

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 List the Owner, Architect and Construction Manager as Additional Insured

CERTIFICATE HOLDER The Owner shall be listed here as the Certificate Holder	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of your authorized insurance agent
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SECTION 00 8100

SAFETY REQUIREMENTS

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SAFETY REQUIREMENTS

- 1.2.1 Each Trade Contractor is responsible to have their own Company Safety Program in place and shall conduct Work operations in accordance with it.
 - 1.2.1.1 Each Trade Contractor shall provide the General Contractor a copy of their company safety program either electronically or as a hard copy before the commencement of any Work activities.
- 1.2.2 All Trade Contractors are required to comply with OSHA, MIOSHA as well as any other agency that has jurisdiction over the Project. In addition, each Trade Contractor shall be responsible for payment of all fines and/or claims levied against the Owner or Architect for deficiencies relating to the Work or Conduct of a Trade Contractor.
- 1.2.3 The General Contractor shall create a Site-Specific Safety Manual that is specifically tailored to the Project. Topics in the manual may include Site-Specific Safety Hazards, Emergency Procedures, Nearest Emergency Center, and Important Contact Information. This manual will be completed prior to the start of construction and will be posted at the jobsite and can be made available electronically if requested.

END OF SECTION 00 8100

SECTION 00 9100

PREVAILING WAGE RATES

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.1.2 The State of Michigan Prevailing Wage Rates and instructions which are applicable to this Project are attached to this Section.

1.2 OWNER / CONSTRUCTION MANAGER RESPONSIBILITIES

- 1.2.1 Issue contracts within ninety (90) days from the date of issuance of rates.
- 1.2.2 Provide rates for classifications needed but not provided on the Prevailing Rate Schedule.
- 1.2.3 Review and monitor prevailing wages.

1.3 OWNER / GENERAL CONTRACTOR RESPONSIBILITIES

- 1.3.1 Post, in a conspicuous place on the construction site, a copy of all prevailing wage and fringe benefit rates prescribed in contract.
- 1.3.2 Provide accurate certified payroll records to R.C. Hendrick & Son, Inc. for review.
- 1.3.3 Contractors and Subcontractors are separately Liable for payment of prevailing wage rates to their employees.
- 1.3.4 Contractors are responsible for advising all subcontractors of the requirement to pay prevailing wage prior to commencement of work.
- 1.3.5 Contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.

END OF SECTION 00 9100

SECTION 01 1100

SUMMARY

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1.2.1 This Section includes the following:

- A. Type of the Contract.
- B. Owner-furnished products.
- C. Use of premises.
- D. Owner's occupancy requirements.
- E. Work restrictions.
- F. Specification formats and conventions.

1.2.2 Related Sections include the following:

1.3 TYPE OF CONTRACT

1.3.1 Project will be constructed under one General Contract direct with the Owner.

1.4 OWNER-FURNISHED PRODUCTS

1.4.1 Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment.

1.5 USE OF PREMISES

1.5.1 General: Each Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

1.5.2 Use of Site: Limit use of premises to areas as directed by Architect/Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- A. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public as deemed appropriate to maintain Operations.
- B. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1. Schedule deliveries to minimize use of driveways and entrances.
2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5.3 Use of Existing Building: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

1.6.1 Full Owner Occupancy: Owner will occupy site and **existing** building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

- A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- B. Provide not less than five (5) calendar days' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

1.7.1 Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

- A. Notify **Owner** not less than ten days in advance of proposed utility interruptions.
- B. Do not proceed with utility interruptions without **Owner's** written permission.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

1.8.1 Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

- A. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
- B. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- 1.8.2 Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- A. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - B. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - 1. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. PRODUCTS (Not Used)

3. EXECUTION (Not Used)

END OF SECTION 01 1100

SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This section specifies administrative and procedural requirements for handling and processing contract modifications.

1.2.2 Related Sections

- A. Section 013300 – “Submittal Procedures”
- B. Section 010270 – “Application for Payment”

1.3 MINOR CHANGES IN THE WORK

- 1.3.1 Supplemental instructions authorizing minor changes in the work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G10.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- 1.4.1 Owner-Initiated Proposal Requests: Proposed changes in the work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised drawings and specifications, if necessary.

- A. These requests will be identified as “BULLETINS.”
- B. Bulletins issued by the Architect are for information only. Do not consider them as instructions whether to stop work in progress, or to execute the proposed change.
- C. Unless otherwise indicated in the bulletin, submit to the Architect for Owner review, the cost necessary to execute the proposed changes. In the proposal:
 - 1. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 2. Indicate applicable taxes, delivery charges, equipment rental, and amount of trade discounts.

3. Include a statement indicating the effect of the proposed change on the Contract Time.
4. Indicate Overhead and Profit amounts.

- 1.4.2 Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the contract, the Contractor may propose changes by submitting a request to the Architect for a change.
- A. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - B. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - C. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - D. Comply with requirements in Section 001000 Part 6.2 "Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

- 1.4.3 Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- 1.5.1 When the Owner and Contractor are not in total agreement on the terms of a Change Order Request, the Architect may issue a Construction Change Directive (CCD) on AIA Form G714 instructing the Contractor to proceed with a change in the Work for subsequent inclusion in a Change Order.
- A. The CCD will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- 1.5.2 Documentation: Maintain detailed records on a time and material basis of work required by the CCD.
- A. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURES

- 1.6.1 Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner, Architect, and Contractor on AIA Form G732, as provided in the conditions of the Contract.

2. PRODUCTS (Not Applicable)

3. EXECUTION (Not Applicable)

END OF SECTION 01 2600

SECTION 01 2900

PAYMENT APPLICATION PROCEDURES

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- 1.2.1 Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- 1.2.2 Related Work
 - A. The Contract Sum and the schedule for payments are described in the form of agreement.
 - B. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions and in Section 017000 of these Specifications.

1.3 QUALITY ASSURANCE

- 1.3.1 Prior to start of construction, secure the Architect/Engineer's approval of the Schedule of Values required to be submitted under Paragraph 9.2 of the General Conditions.
- 1.3.2 During progress of the Work, modify the Schedule of Values as approved by the Architect/Engineer to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- 1.3.3 Base requests for payment on the approved Schedule of Values.

1.4 SUBMITTALS

- 1.4.1 Formal submittal unless otherwise directed by the Architect:
 - A. Make formal submittal of request for payment by filling in the agreed data, by typing, on AIA Document G702, "Application and Certificate for Payment" plus Continuation Sheet(s) G703.
 - B. Sign and notarize the Application and Certificate for Payment.
 - C. Submit the original of the Application and Certificate for Payment, plus two identical copies to the Architect. The Application is to be made out to the Owner and mailed/delivered to the Architect.

- D. The Architect will review the formal submittal, and when approved, will sign the Application and Certificate for Payment, and will distribute one fully executed copy to:
 - 1. Contractor
 - 2. Owner

- E. The Owner will, upon approval of the Architect/Engineer, disburse directly to the Contractor in accordance with Article 9 of the agreement between Owner and Contractor.

2. PRODUCTS (Not Applicable)

3. EXECUTION (Not Applicable)

END OF SECTION 01 2900

SECTION 01 2976

SWORN STATEMENTS AND WAIVERS

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section includes administrative and procedural requirements for sworn statements, partial waivers and full waivers.
- 1.2.2 Sample Sworn Statement and Waivers can be viewed at: The office of the Architect.
- 1.2.3 No payment will be made without the proper Sworn Statements and applicable Full or Partial Waivers.

1.3 SWORN STATEMENT

- 1.3.1 A signed and notarized Sworn Statement shall be included with each payment application.
- 1.3.2 Sworn Statement shall include all subcontractors and suppliers. List their work description, total contract amount, amounts paid, amounts owing, any retentions held and balances to complete.

1.4 PARTIAL WAIVER

- 1.4.1 Partial waivers must be provided beginning with the second application for payment. Partial waivers must be provided for every payment listed on the previous month's Sworn Statement.

1.5 FULL WAIVER

- 1.5.1 Before a Trade Contractor can receive final payment, they must submit full waivers from all subcontractors and suppliers.

END OF SECTION 01 2976

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

- A. Generals project coordination procedures.
- B. Administrative and supervisory personnel.
- C. Coordination Drawings.
- D. General installation provisions.
- E. Cleaning and protection.
- F. Limitations for use of the site.
- G. Coordination program.

- 1.2.2 Related Section: The following Sections contain requirements that relate to this Section:

- A. Division 01 3100 Section "Project Management and Coordination" for progress meetings, coordination and preinstallation conferences.
- B. Division 01 6000 Section "Product Requirements" for coordinating materials and equipment for general installation.
- C. Division 01 7300 Section "Execution Requirements" for Layout and Measurements, specifies procedures for field engineering services, including establishment of benchmarks and control points.

1.3 COORDINATION

- 1.3.1 Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend upon each other for proper installation, connection, and operation.

- A. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- B. Coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

C. Make adequate provisions to accommodate items schedule for later installation.

1.3.2 Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

A. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

1.3.3 Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

A. Preparation of schedules.

B. Installation and removal of temporary facilities.

C. Delivery and processing of submittals.

D. Progress meetings.

E. Project closeout activities.

1.4 LIMITATIONS ON USE OF THE SITE

1.4.1 General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on the site.

1.5 SUBMITTALS

1.5.1 Coordination Drawings: Prepare coordination drawings for above ceiling work, equipment rooms and other areas where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

A. Show the relationship of components on separate Shop Drawings.

B. Indicate required installation sequence.

1.5.2 Staff Names: Within fifteen (15) calendar days of "Notice to Proceed," submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities. List their addresses and telephone numbers.

A. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

1.5.3 Other Project names, addresses and information:

A. Lists of sub-contractors and erectors.

B. List of suppliers and manufacturers.

2. PRODUCTS (Not applicable)

3. EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

3.1.1 Inspection of Conditions: Require the Installer of each component to inspect both the substrate and conditions under which Work is to be performed. Proceed when unsatisfactory conditions have been corrected.

3.1.2 Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction.

3.2 COORDINATION PROGRAM

3.2.1 It shall be the responsibility of the General Contractor to coordinate the equipment room requirements and the above ceiling space requirements of the various subcontractors and to determine that adequate clearance is allowed with respect to their equipment and the building.

3.2.2 The Coordination Program shall consist of a series of meetings with all trades involved and the preparation of installation drawings prepared from base drawings produced by the Sheet Metal Subcontractor. The Mechanical, Electrical and Fire Protection Subcontractors shall use the base drawings for producing their individual installation drawing overlays for coordination with other trades.

3.2.3 The following sequence shall be followed:

A. After the award of contract and prior to construction the General Contractor will schedule a meeting to introduce the Coordination Program and determine its implication to the progress schedule. Attendees shall include the General Contractor, Owner's Representative, Architect/Engineer and all subcontractors responsible for work in equipment rooms and in or above the ceilings which includes (but is not limited to) those items below:

1. Recessed lighting fixtures.
2. Plumbing waste, vent and roof drainage.
3. Steam, condensate and all other pitched services.
4. Ductwork and appurtenances.
5. Fire protection (sprinkler system).
6. HVAC piping.
7. Plumbing, supply and service piping.
8. Cable tray.
9. Electrical conduit.

(a) The above list, in descending order, is the precedence for space priority. Recessed light fixtures and space for

their installation have first priority, plumbing waste, vent and roof drainage has second priority, etc.

- B. The General Contractor shall confirm that the following have been provided to the Sheet Metal Subcontractor prior to commencing the base drawings:
 - 1. Approved structural steel drawings.
 - 2. Clearance requirements for plumbing, piping, etc. from the Mechanical Subcontractor.
 - 3. Clearance requirements for recessed lighting, cable trays, etc. from the Electrical Subcontractor.
 - 4. Clearance requirements for piping from the Fire Protection Subcontractor.
- C. The Sheet Metal Subcontractor shall prepare and provide the Mechanical, Electrical and Fire Protection Subcontractors with reproducible transparent drawings which shall serve as the base drawings. The base drawings shall show column center lines, interior partition locations, and ceiling heights.
- D. The Sheet Metal Subcontractor, with reference and consideration to the structural, mechanical, electrical, fire protection, and plumbing requirements provided and the reflected ceiling plans, shall draw, to scale (minimum ¼" scale), the proposed ductwork installation showing duct sizes, equipment layouts, and dimensions from column lines and distance from finished floors to bottom of ducts and equipment. In congested areas, the Sheet Metal Subcontractor shall, in addition, prepare drawings in Section view.
- E. The base drawings with ductwork layouts shall be produced in sequence as mandated by the project schedule. The earliest area indicated in the schedule will receive the first effort, etc.
- F. When the base drawings for the earliest scheduled area have been completed (time limitation as determined in the initial coordination meeting), the Sheet Metal Subcontractor shall provide the General Contractor with one set of mylars for each participant in the effort. Upon receipt of the base drawings from the General Contractor each participant shall incorporate on the drawings, their proposed installation. Each of the subcontractors proposed installation drawings shall indicate to scale, size, equipment layout, equipment clearance requirements, dimensions from column centerlines and distance from the finish floor to bottom of equipment, piping, conduits, etc. The Contract Drawings shall be followed as a general guide for the proposed installation drawings.
- G. The major components to be indicated include (but are not limited to):
 - 1. Roof drain leaders.
 - 2. Waste and vent piping.
 - 3. Fire protection piping.
 - 4. Plumbing and lab service piping.
 - 5. HVAC and Mechanical ductwork routing.

6. Electrical conduit and Cable tray runs.
 7. Contract ceiling heights and Soffit locations.
 8. Access points for access to valves and Dampers.
 9. Firewall penetrations.
- H. Prior to fabrication of ductwork and within a period of not to exceed two (2) calendar weeks after distribution of the mylars to the individual participants, the General Contractor will schedule a meeting with the Owner's Representative, the Architect/Engineers and participating Subcontractors at which time areas of conflict shall be resolved through the following process:
1. The transparent tracings shall be overlaid on a light table to identify areas of conflict. All parties shall then cooperate in resolving the conflicts.
 2. The Owner's Representative and the Architect/Engineer reserve the right to determine space priority of the Subcontractors in the event of interference between piping, conduits, ducts and equipment of the various Subcontractors.
 3. Records of the areas of conflict and the names of the subcontractor who is to make modifications to their drawings shall be kept by the General Contractor. This record shall be updated on a weekly basis and shall be incorporated into the coordination meeting minutes.
 4. Once all areas of conflict are resolved, each participant shall revise their drawings and shall submit for review. After review, ductwork can be fabricated, and installation of work can begin. A permanent record of the agreement shall be entered on each Subcontractors' installation drawings, acknowledged by all participants' by signature in a space provided for this purpose. The General Contractor shall provide and distribute two graphic copies of each subcontractor's signed installation drawings to all parties involved. Revisions to drawings as a result of the coordination process shall not be considered an extra and will not result in a change to the contract.
 5. The above drawings, review and coordination process will be repeated until all areas on the Project have been coordinated.
- I. Shop drawings shall be modified through the coordination process to reflect the final resolved locations of equipment prior to submittal for review.
- J. In the event a Subcontractor fails to cooperate in the Coordination Program, he shall be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Subcontractor's installations.
- K. When a Change Order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the General Contractor any revisions necessary to the work of others affected by the Change Order.

3.2.4 At the completion of the project, each subcontractor shall provide the General Contractor with a reproducible transparent drawing of the installation drawings to be forwarded to the Owner.

3.3 CLEANING AND PROTECTION

3.3.1 Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

3.3.2 Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.3.3 Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

- A. Excessive static or dynamic loading.
- B. Excessive internal or external pressures.
- C. Excessively high or low temperatures.
- D. Thermal shock.
- E. Excessively high or low humidity.
- F. Air contamination or pollution.
- G. Water or ice.
- H. Solvents.
- I. Chemicals.
- J. Radiation.
- K. Puncture.
- L. Abrasion.
- M. Heavy traffic.
- N. Soiling, staining and corrosion.
- O. Bacteria.
- P. Rodent and insect infestation.
- Q. Electrical current.
- R. Improper lubrication.
- S. Unusual wear or other misuse.
- T. Contact between incompatible materials.
- U. Misalignment.
- V. Excessive weathering.
- W. Unprotected storage.
- X. Improper shipping or handling.
- Y. Theft.
- Z. Vandalism.

END OF SECTION 01 3100

SECTION 01 3119

PROJECT MEETINGS

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section specifies administrative and procedural requirements for project meeting, including but not limited to: Pre-Construction Meeting, Pre-Installation Meeting, Coordination Meetings and Progress Meetings

1.3 PRE-CONSTRUCTION MEETING

- 1.3.1 A pre-construction meeting will be held at the Project site or other convenient location by the General Contractor after execution of the Agreement and prior to commencement of the construction activities. The purpose of the meeting shall be to review responsibilities, personnel assignments and schedule.
- 1.3.2 Attendees shall include the Owner, General Contractor, Architect and their consultants, all major Sub-Contractors and/or their superintendents, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- 1.3.3 The meeting may include such topics as: Construction Schedule, Critical Work Sequencing, Designation of Responsible Personnel, Procedures for Processing Field Decisions and Change Orders, Procedures for Processing Applications for Payment, Distribution of Contract Documents, Submittal of Shop Drawings, Product Data and Samples, Preparation of Record Documents, Use of the Premises, Office, Work and Storage Areas, Equipment Deliveries and Priorities, Safety Procedures, First Aid, Security, Housekeeping and Working Hours.

1.4 PRE-INSTALLATION MEETING

- 1.4.1 The General Contractor may conduct a pre-installation meeting at the site before each construction activity that requires coordination with other construction. If a Pre-Installation Meeting is scheduled, the installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.

- 1.4.2 The purpose of the meeting will be to review the progress of other construction activities in preparation for the particular activity under consideration at each pre-installation conference, including requirements for: Contract Documents, Options, Related Change Orders, Purchases, Deliveries, Shop Drawings, Product Data and Quality Control Samples, Possible Conflicts, Compatibility Problems, Time Schedule, Weather Limitations, Manufacturer's Recommendations, Compatibility of Materials, Acceptability of Substrates, Temporary Facilities, Space and Access Limitations, Governing Regulations, Safety, Inspection and Testing Requirements, Required Performance Results, Recording Requirements, Protection
- 1.4.3 The General Contractor shall record significant discussions and agreements and disagreements of each conference, along with the approved schedule. The General Contractor shall distribute the record of the meeting to everyone concerned promptly, including the Owner and Architect. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- 1.5.1 The General Contractor will conduct progress meetings at regularly scheduled intervals.
- 1.5.2 In addition to representatives of the Owner and Architect, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress. Progress Meetings are MANDATORY for those contractors working on site.
 - A. The Architect reserves the right to delay payment to contractors who fail to attend weekly meetings while on-site.
- 1.5.3 The agenda shall include reviewing minutes of the previous progress meeting, review other items of significance that could affect progress. Other topics may include: Interface Requirements, Time, Sequences, Deliveries, Off-Site Fabrications Problems, Access, Site Utilization, Temporary Facilities and Services, Hours of Work, Hazards and Risks, Housekeeping, Quality and Work Standards, Change Orders and Documentation of Information for Payment Requests.
- 1.5.4 The meeting will also include a review of the Construction Schedule. Review progress since the last meeting. Determine where each activity is in relation to the General Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1.5.5 General Contractor will distribute copies electronically of minutes of the meeting to each party present and to other parties who should have been present. The General Contractor shall also revise the Construction Schedule after each progress meeting where revisions to the Schedule have been made or recognized and will issue the revised Schedule concurrently with the report of each meeting.

2. PRODUCTS (Not Used)

3. EXECUTION (Not Used)

END OF SECTION 01 3119

SECTION 01 3300

SUBMITTAL PROCEDURES

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- 1.2.1 This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
 - A. Shop drawings and Samples
 - B. Product data submittal procedures.
 - C. Shop Drawing and Samples Transmittal Form.
 - D. Contract Close-out Deliverables Form.
- 1.2.1 Related Sections include the following:
 - A. Division 01 2900 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - B. Division 01 4000 Section "Quality Requirements" for submitting test and inspection reports.
 - C. Division 01 7700 Section "Closeout Procedures" for submitting warranties.
 - D. Division 01 7700 Section "Closeout Procedures" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - E. Division 01 7700 Section "Closeout Procedures" for submitting operation and maintenance manual.
 - F. Division 01 7700 Section "Closeout Procedures" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - G. Divisions 02 0000 through 33 0000 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- 1.3.1 Action Submittals (Shop Drawings, Samples, Product Data, Catalog Cuts, etc.): Written and graphic information that requires Architect's and General Contractor's responsive action.
- 1.3.2 Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- 1.4.1 General: Electronic copies of CAD Drawings of the Contract Drawings may be provided at Architect's discretion and at extra cost to Contractor for use in preparing submittals.
- 1.4.2 Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - B. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 1. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.4.3 Submittals Schedule: Provide the Architect with a list of submittals and time requirements for scheduled performance of related construction activities.
- 1.4.4 Structural steel shop drawings: Prior to the submittal of shop drawings, Pre-submittal Drawings shall be submitted – refer to spec section 05 1200 Structural Steel Framing. The architect and structural engineer will review the Pre-submittal Drawings to clarify the design intent of the Construction Documents and provide additional information as required.
- 1.4.5 Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- A. Initial Review: Allow twenty (20) calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - B. Resubmittal Review: Allow fifteen (15) calendar days for review of each resubmittal.
 - C. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow twenty (20) calendar days for initial review of each submittal.
 - D. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow fifteen (15) calendar days for review of each submittal. Submittal will be returned to General Contractor, through the Architect.

1.4.6 Shop Drawing Submittal Procedures: The procedures and quantity of drawings, catalog cuts, samples and other information for submittal are minimum. The General Contractor and Architect will finalize the format at the Project Kick-Off Meeting. The direct submittal delivery procedures to affected parties is intended to expedite the review turn-around period by the Architect and his Consultants.

- A. Information shall be submitted directly in the following manner:
 - 1. All submittals both electronic and hard copy shall be submitted to the **General Contractor first**.
 - 2. If hard-copy submittals are required, Architectural, Mechanical and Electrical trades shall submit seven (7) copies to the General Contractor. A minimum of two (2) copies shall be returned to the submitting contractor.

1.4.7. Identification: Place a permanent label or title block on each submittal for identification.

- A. Indicate name of firm or entity that prepared each submittal on label or title block.
- B. Provide a space approximately 4 x 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.
- C. Include the following information on label for processing and recording action taken:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Architect and Construction Manager.
 - 4. Name and address of Contractor.
 - 5. Name and address of subcontractor.
 - 6. Name and address of supplier.
 - 7. Name of manufacturer.
 - 8. Submittal number or other unique identifier, including revision identifier.
 - a) Submittal number shall use whole numbers for the first submittal.
Example: Arch = A-001 / Mech = M-001 / Elect = E-001
 - b) Resubmittals for the same item shall be identified with the original first whole submittal number and the resubmitted number following the decimal point.
Example: Architectural = A-001.1 (first resubmittal)
 - 9. Number and title of appropriate Specification Section.
 - 10. Drawing number and detail references, as appropriate.
 - 11. Location(s) where product is to be installed, as appropriate.
 - 12. Other necessary identification.

1.4.8 Deviations: Highlight and encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

- 1.4.9 Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- A. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and General Contractor.
 - B. Additional copies submitted for maintenance manuals will not be marked with Architect's Transmittal action review and will be discarded and returned only upon contractor's written request.
- 1.4.10 Transmittal: Package each submittal item individually and appropriately for transmittal and handling. Transmit each submittal including the information below. Architect received submittals from sources other than General Contractor will be discarded without review.
- A. Information to be included on transmittal:
 - 1. Project name.
 - 2. Date.
 - 3. Destination (To:).
 - 4. Source (From:).
 - 5. Names of subcontractor, manufacturer, and supplier.
 - 6. Category and type of submittal.
 - 7. Submittal purpose and description.
 - 8. Specification Section number and title.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Transmittal number, numbered consecutively.
 - 11. Submittal and transmittal distribution record.
 - 12. Remarks.
 - 13. Signature of transmitter.
- 1.4.11 Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- A. Note date and content of previous submittal.
 - B. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - C. Resubmit submittals until they are marked with Architect's "REVIEWED FOR CONSTRUCTION" or Architect's "REVIEWED AS NOTED" stamp and General Contractor's action stamp.
- 1.4.12 Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- 1.4.13 Use for Construction: Use only final submittals with mark indicating Architect's "REVIEWED FOR CONSTRUCTION" or "REVIEWED AS NOTED" stamp and General Contractor's release for construction stamp.
- A. DO NOT USE Shop Drawings noted "XRR = RETURNED FOR CORRECTIONS" for construction or fabrication.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- 1.5.1 General: At Contractor's written request, copies of Architect's CAD files may be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
- A. Architect may require a payment or fee for use of CAD Drawings.

PART 2 PRODUCTS

2.1 ACTION SUBMITTALS

- 2.1.1 General: Prepare and submit Action Submittals required by individual Specification Sections.
- A. Submit electronic submittals by email to the General Contractor or directly to extranet specifically established for Project.
 - B. Submit hard copies direct to the General Contractor.
- 2.1.2 Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- A. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - B. Mark each copy of each submittal to show which products and options are applicable.
 - C. Include the following information, as applicable:
 - 1. Manufacturer's written recommendations.
 - 2. Manufacturer's product specifications.
 - 3. Manufacturer's installation instructions.
 - 4. Standard color charts.
 - 5. Manufacturer's catalog cuts.
 - 6. Wiring diagrams showing factory-installed wiring.
 - 7. Printed performance curves.
 - 8. Operational range diagrams.
 - 9. Mill reports.
 - 10. Standard product operating and maintenance manuals.
 - 11. Compliance with specified referenced standards.
 - 12. Testing by recognized testing agency.
 - 13. Application of testing agency labels and seals.
 - 14. Notation of coordination requirements.
 - D. Submit Product Data concurrent with Samples.
 - E. Number of Copies: Submit copies as indicated in Part 1.4 "Submittal Procedures".
- 2.1.3 Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

- A. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - 1. Dimensions.
 - 2. Identification of products.
 - 3. Fabrication and installation drawings.
 - 4. Roughing-in and setting diagrams.
 - 5. Wiring diagrams showing field-installed wiring, power, signal, and control wiring.
 - 6. Shop work manufacturing instructions.
 - 7. Templates and patterns.
 - 8. Schedules.
 - 9. Design calculations.
 - 10. Compliance with specified standards.
 - 11. Notation of coordination requirements.
 - 12. Notation of dimensions established by field measurement.
 - 13. Relationship to adjoining construction clearly indicated.
 - 14. Seal and signature of professional engineer if specified.
 - 15. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- B. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
- C. Number of Copies: Submit copies as indicated in Part 1.4 "Submittal Procedures".

2.1.4 Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

- A. Transmit samples that contain multiple, related components such as accessories together in one submittal package.
- B. Identification: Attach label on unexposed side of Samples that includes the following:
 - 1. Generic description of Sample.
 - 2. Product name and name of manufacturer.
 - 3. Sample source.
 - 4. Number and title of appropriate Specification Section.
- C. Disposition: Maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 1. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - 2. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

- D. Samples for Initial Selection: Submit manufacturer’s color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - 1. Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer’s product line. Architect, through General Contractor, will return submittal with options selected.

- E. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - 1. Number of Samples: Submit number of samples as indicated in Part 1.4 “Submittal Procedures”.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

- 2.1.5 Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - A. Type of product. Include unique identifier for each product.
 - B. Room name, room number, space and location.

- 2.1.6 Application for Payment: Comply with requirements specified in Division 01 Section “Payment Application Procedures.”

- 2.1.7 Schedule of Values: Comply with requirements specified in Division 01 Section “Payment Application Procedures.”

- 2.1.8 Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- A. Name, address, and telephone number of entity performing subcontract or supplying products.
- B. Number and title of related Specification Section(s) covered by subcontract.
- C. Drawing number and detail references, as appropriate, covered by subcontract.
- D. Number of Copies: Submit two (2) copies of subcontractor list, unless otherwise indicated.

2.2 INFORMATIONAL SUBMITTALS

- 2.2.1 General: Prepare and submit Informational Submittals required by other Specification Sections.
 - A. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - B. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - C. Test and Inspection Reports: Comply with requirements in Division 01 4000 Section "Quality Requirements."
- 2.2.2 Coordination Drawings: Comply with requirements specified in Division 01 3100 Section "Project Management and Coordination."
- 2.2.3 Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- 2.2.4 Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- 2.2.5 Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 2.2.6 Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 2.2.7 Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- 2.2.8 Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- 2.2.9 Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 2.2.10 Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 2.2.11 Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - A. Name of evaluation organization.
 - B. Date of evaluation.
 - C. Time period when report is in effect.
 - D. Product and manufacturers' names.
 - E. Description of product.
 - F. Test procedures and results.
 - G. Limitations of use.
- 2.2.12 Schedule of Tests and Inspections: Comply with requirements specified in Division 01 4000 Section "Quality Requirements."
- 2.2.13 Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 2.2.14 Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- 2.2.15 Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- 2.2.16 Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 7700 Section "Closeout Procedures" for Operation and Maintenance Data."

- 2.2.17 Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- 2.2.18 Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
- A. Preparation of substrates.
 - B. Required substrate tolerances.
 - C. Sequence of installation or erection.
 - D. Required installation tolerances.
 - E. Required adjustments.
 - F. Recommendations for cleaning and protection.
- 2.2.19 Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
- A. Name, address, and telephone number of factory-authorized service representative making report.
 - B. Statement on condition of substrates and their acceptability for installation of product.
 - C. Statement that products at Project site comply with requirements.
 - D. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - E. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - F. Statement whether conditions, products, and installation will affect warranty.
 - G. Other required items indicated in individual Specification Sections.
- 2.2.20 Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles and term of the coverage.
- 2.2.21 Material Safety Data Sheets (MSDSs): Submit information directly to General Contractor; do not submit to Architect, except as required in "Action Submittals' Article."
- A. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

- 2.3.1 Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
- A. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- 2.3.2 Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
- A. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

- 3.1.1 Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with General Contractor's review approval stamp before submitting to Architect.
- 3.1.2 Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

- 3.2.1 General: Architect will not review submittals that do not bear General Contractor's review approval stamp and will return them without action.
- 3.2.2 Action Submittals: Architect and General Contractor will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and General Contractor will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action to be taken.
- 3.2.3 Informational Submittals: Architect will review each submittal and will return it to the General Contractor with review comments for their review.

- 3.2.4 Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

END OF SECTION 01 3300

SECTION 01 4000

QUALITY REQUIREMENTS

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1.2.1 This Section includes administrative and procedural requirements for quality assurance and quality control.

1.2.2 Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

- A. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
- B. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and -control procedures that facilitate compliance with the Contract Document requirements.
- C. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2.3 Related Sections include the following:

- A. Division 01 7329 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
- B. Divisions 02 0000 through 33 0000 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

1.3.1 Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

- 1.3.2 Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- 1.3.3 Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- 1.3.4 Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- 1.3.5 Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- 1.3.6 Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- 1.3.7 Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- 1.3.8 Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- 1.3.9 Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1.4 CONFLICTING REQUIREMENTS

- 1.4.1 General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1.4.2 Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements.

1.5 SUBMITTALS

1.5.1 Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5.2 Schedule of Tests and Inspections: Prepare in tabular form and include the following:

- A. Specification Section number and title.
- B. Description of test and inspection.
- C. Identification of applicable standards.
- D. Identification of test and inspection methods.
- E. Number of tests and inspections required.
- F. Time schedule or time span for tests and inspections.
- G. Entity responsible for performing tests and inspections.

1.5.3 Reports: Prepare and submit certified written reports that include the following:

- A. Date of issue.
- B. Project title and number.
- C. Name, address, and telephone number of testing agency.
- D. Dates and locations of samples and tests or inspections.
- E. Names of individuals making tests and inspections.
- F. Description of the Work and test and inspection method.
- G. Identification of product and Specification Section.
- H. Test and inspection results and an interpretation of test results.
- I. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
- J. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- K. Name and signature of laboratory inspector.
- L. Recommendations on retesting and reinspecting.

1.5.4 Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- 1.6.1 General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- 1.6.2 Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- 1.6.3 Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- 1.6.4 Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- 1.6.5 Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- 1.6.6 Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- A. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- 1.6.7 Testing Agency Qualifications: An NRTL, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
- A. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- 1.6.8 Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- 1.6.9 Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
- A. Contractor responsibilities include the following:
 - 1. Provide test specimens representative of proposed products and construction.
 - 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - 4. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - 5. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - 6. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - B. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through General Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 1.6.10 Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
- A. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - B. Notify Architect seven (7) calendar days in advance of dates and times when mockups will be constructed.
 - C. Demonstrate the proposed range of aesthetic effects and workmanship.
 - D. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 1. Allow seven (7) calendar days for initial review and each re-review of each mockup.
 - E. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - F. Demolish and remove mockups when directed, unless otherwise indicated.
- 1.6.11 Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through Divisions 33.

1.7 QUALITY CONTROL

- 1.7.1 Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
- A. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - B. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 - C. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, **and the Contract Sum will be adjusted by Change Order.**
- 1.7.2 Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
- A. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - B. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
 - C. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - D. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - E. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- 1.7.3 Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. bReport results in writing as specified in Division 01 3300 Section "Submittal Procedures."
- 1.7.4 Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- 1.7.5 Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractors in performance of duties. Provide qualified personnel to perform required tests and inspections.

- A. Notify Architect and Contractors promptly of irregularities or deficiencies observed in the Work during performance of its services.
- B. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
- C. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- D. Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through Contractor.
- E. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- F. Do not perform any duties of Contractor.

1.7.6 Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.

- A. Incidental labor and facilities necessary to facilitate tests and inspections.
- B. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
- C. Facilities for storage and field curing of test samples.
- D. Delivery of samples to testing agencies.
- E. Preliminary design mix proposed for use for material mixes that require control by testing agency.
- F. Security and protection for samples and for testing and inspecting equipment at Project site.

1.7.7 Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

- A. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7.8 Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) calendar days of date established for **commencement of the Work or the Notice to Proceed.**

- A. Distribution: Distribute schedule to Owner, Architect, General Contractor, Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

1.8.1 Special Tests and Inspections: Owner may engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1.8.2 Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

- A. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
- B. Notifying Architect, General Contractor, and Sub-Contractors promptly of irregularities and deficiencies observed in the Work during performance of its services.
- C. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and General Contractor, with copy to Sub-Contractors and to authorities having jurisdiction.
- D. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- E. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- F. Retesting and reinspecting corrected work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

3.1.1 Architect and Owner will select testing agency before construction begins.

- A. General Contractor or Sub-Contractor may recommend testing agency firm to the Architect or Owner for decision.

3.2 TEST AND INSPECTION LOG

3.2.1 Prepare a record of tests and inspections. Include the following:

- A. Date test or inspection was conducted.
- B. Description of the Work tested or inspected.
- C. Date test or inspection results were transmitted to Architect.
- D. Identification of testing agency or special inspector conducting test or inspection.

3.2.2 Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.3 REPAIR AND PROTECTION

- 3.1.1 General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- A. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - B. Comply with the Contract Document requirements for Division 01 7329 Section "Cutting and Patching."
- 3.1.2 Protect construction exposed by or for quality-control service activities.
- 3.1.3 Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- A. Temporary utilities, services and facilities will be provided by the General Contractor unless otherwise noted or directed by the Architect.
1. Each Contractor shall provide their own hoisting, loading and unloading.
 2. Contractors shall arrange for, and schedule, all deliveries during their own normal workday hours.
 3. **EACH CONTRACTOR IS RESPONSIBLE FOR THEIR OWN WINTER PROTECTION AS IT RELATES TO YOUR SCOPE OF WORK.**
- 1.2.2 Temporary Utilities include, but are not limited to:
- A. Temporary Water Service
1. **By Owner**
- B. Temporary Electric, Power and Light
1. **By Electrical Contractor**
- 1.2.3 Temporary Construction and Support Facilities include, but are not limited to:
- A. Temporary Heat – CM will direct contractor to hook up temporary building heat a Time & Materials basis. The Owner will pay for utility usage.
- B. Field Offices
1. **By Each Trade Contractor**
- C. Temporary Toilets
1. **By Owner**
- D. Rodent and Pest Control
1. **By Owner**

- E. Dumpster
 - 1. **By Owner**
 - a. **Dumpster is for minor debris only.** No Masonry, Concrete, Pallets or other major items are allowed. Owner will back charge contractor for misuse of Dumpster.
 - b. Cleanup is the responsibility of each Bid Category. If necessary, Owner will cleanup and back charge contractors accordingly (Refer to Section 017100).

- F. Temporary Enclosures
 - 1. Temporary Supports
 - a. All Bid Categories shall include all costs necessary to enclose, heat, and brace their work as required per MIOSHA to maintain progress. This is required for the duration of the project.

 - 2. Temporary Partitions
 - a. **By Owner**

 - 3. Building Enclosures (As Directed By GC)
 - a. **By General Trades Contractor**

- 1.2.4 Security and protection facilities required include, but are not limited to:
 - A. Temporary Fire Protection
 - 1. **By Each Trade Contractor**

 - B. Barricades, Warning Lights, Signs, Etc.
 - 1. **By Each Trade Contractor per MIOSHA Regulations**

 - C. Environmental Protection
 - 1. **By Each Trade Contractor**

1.3 QUALITY ASSURANCE

- 1.3.1 Regulations: Comply with industry standards and applicable laws and regulation for authorities having jurisdiction including, but not limited to:
 - A. Building Code Requirements
 - B. Health and Safety Regulations
 - C. Utility Company Regulations
 - D. Environmental Protection Regulations

- 1.3.2 Standards: Comply with the following codes and standards:
 - A. NFPA Code 241 – “Building Construction and Demolition Operations”
 - B. ANSI-A10 Series – “Safety Requirements for Construction and Demolition”
 - C. NECA Electrical Design Library – “Temporary Electrical Facilities”

- 1.3.3 Refer to “Guidelines for Bid Conditions for Temporary Job Utilities and Services,” prepared jointly by AGC and ASC for industry recommendations.
- 1.3.4 Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- 1.3.5 Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certification and permits.

1.4 PROJECT CONDITIONS

- 1.4.1 When acceptable to the Owner, change over from use of temporary service to use of the permanent service.
- 1.4.2 Conditions of Use
 - A. Keep temporary services and facilities clean and neat in appearance
 - B. Operate in a safe and efficient manner
 - C. Take necessary fire prevention measures
 - D. Do not overload facilities or permit them to interfere with progress
 - E. Do not allow hazardous, dangerous, unsanitary conditions or public nuisances to develop or persist on the site.

2. PRODUCTS

2.1 MATERIALS

- 2.1.1 General – Provide new materials or undamaged previously used materials in serviceable condition.
- 2.1.2 Lumber and Plywood – For safety barriers, sidewalks, bridges and similar uses, provide minimum $\frac{5}{8}$ ” thick exterior plywood.
- 2.1.3 Tarpaulins – Provide waterproof, fire resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures; provide translucent, nylon, reinforced, laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- 2.1.4 Water – Use Potable Water.

2.2 EQUIPMENT

- 2.2.1 Water Hoses – Shall be $\frac{3}{4}$ ” heavy-duty, abrasion resistant, flexible, rubber hoses with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shut-off nozzles at hose discharge.

- 2.2.2 Electrical Outlets – Properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment (Refer to Section 16000 – Electrical).
- 2.2.3 Electrical Power Cords – Shall be provided by each Bid Category and shall be ground extension cords. Use “hard-service” cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.
- 2.2.4 Heating Units – Temporary heating units shall be tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- 2.2.5 Temporary Offices – Each Contractor shall provide prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated units on foundations adequate for normal loading. Construction Manager is not responsible for temporary offices, trailers, or the contents inside such trailers.
- 2.2.6 Temporary Toilet Unit – Provided by Owner
- 2.2.7 First Aid Supplies – Each Bid Category Contractor shall comply with governing regulations.
- 2.2.8 Fire Extinguishers – Shall be portable UL-rated, Class “A” fire extinguishers for rated, Class “ABC” dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes for the exposures.
 - A. Comply with NFPA 10 AND 241 for classification, extinguishing agent and size required by location and class of fire exposure.

3. EXECUTION

3.1 INSTALLATION

- 3.1.1 Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as directed by the Construction Manager.
- 3.1.2 Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- 3.2.1 Owner will provide permanent power to main transformer pad. As soon as possible, contractors may have to supply portable generators until temporary power is established or during shutdown if required.
 - A. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary service (Refer to Section 16000).
 - B. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services (Refer to Section 16000).
- 3.2.2 Temporary Electric Power Service – Provide a minimum of four receptacles every 1000 square feet or as necessary to provide sufficient power for contractors work.
- 3.2.3 Power Distribution System – Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 volts, AC 20 ampere rating and lighting circuits may be non-metallic sheathed cable where overhead and exposed for surveillance.
- 3.2.4 Temporary Lighting – Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operation and traffic conditions. Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching (Refer to Section 16000).
- 3.2.5 Temporary Telephone – At each telephone, a list of emergency numbers shall be posted. Contractors may use Construction Manager’s for emergency purposes only.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- 3.3.1 Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
 - A. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
 - B. Each Contractor is responsible for electrical hook-up to their trailers.
 - C. Any electric heaters or Air Conditioners used for heating or cooling will be metered and paid for by that Contractor.
- 3.3.2 Provide incombustible construction for offices, shops, and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.

- 3.3.3 Temporary Heat – Provide temporary heat required by construction activities for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- 3.3.4 Heating Facilities – Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
- A. of gasoline burning space heaters, open flame or salamander type Use heating units is prohibited.
 - B. Any electric heaters used for temporary heating will not be approved unless approved in writing before bid date.
- 3.3.5 Mechanical and electrical contractors shall expedite their work so that completed or partially completed permanent heating installation may be used as soon as possible. Requirements for temporary use of these systems are as follows:
- A. Do not use permanent duct system until filter units are installed. Change or clean filters frequently and install new filters at completion. Filters may be cleaned only if they are type intended for cleaning. Clean filters in accordance with manufacturer’s directions.
 - B. Thoroughly clean permanent convectors or other permanent space heaters used for temporary heating units. Restore units to original finish at completion of the Work.
 - C. Set permanent space heaters temporarily, if in the judgment of the Construction Manager, use is required to maintain reasonable temperatures and required to properly dry out the building. Automatic devices, permanent or temporary, shall control temperatures in all areas. Thoroughly clean valves and traps installed with the units and adjust just prior to project completion.
 - D. The Owner through the CM shall maintain and operate the temporary building heating system and pay for utility usage costs.
 - E. Costs for fuel, water and electric power required to operate heating system shall be paid by Owner. Other costs shall be paid by the trade contractor, including costs of providing and installing units, placing and replacing filters, reconditioning units and wages of labor required to operate the system. The Electrical Contractor is to hook up the power to the temporary heaters.
- 3.3.6 Temporary Lifts and Hoists – All Bid Categories are to provide their own facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

- 3.3.7 Project and Temporary Signage – The Owner through the Construction Manager will provide all Project and Directional Signage. All Bid Categories must receive approval from the Construction Manager before installing any signage. The CM reserves the right to remove any and all signage from the Project Site.
- 3.3.8 Temporary Exterior Lighting – Install exterior yard and sign lights so that signs are visible when work is being performed.
- 3.3.9 Collection and Disposal of Waste – By all Bid Categories as required. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. ENFORCE REQUIREMENTS STRICTLY. Do not hold materials more than seven days during normal weather or three days when the temperature is expected to rise above 80° Fahrenheit (27° Celsius). Handle hazardous, dangerous or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- 3.4.1 Except for use of permanent fire protection, as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as directed by the CM.
- 3.4.2 Temporary Fire Protection – Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations and Demolition Operations.”
 - A. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher for every 100ft. (per MIOSHA Rules and Regulations).
 - B. Store combustible materials in containers in fire-safe locations.
 - C. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, egress exits and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - D. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- 3.4.3 Permanent Fire Protection – At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

- 3.4.4 Barricades, Warning Signs and Lights – Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- 3.4.5 Temporary Gates and Fencing – To be maintained, locked and kept secure on a daily basis by Construction Manager. The Trade Contractors are expected to participate in locking the site especially if they are working after-hours.
- 3.4.6 Security Enclosure and Lock-up – Installed and maintained by the Construction Manager.- Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- 3.4.7 Storage – To be maintained in storage trailers unless approved by Construction Manager. Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lock-up. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- 3.4.8 Environmental Protection – Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways and subsoil must be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons of firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- 3.5.1 Supervision – Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- 3.5.2 Maintenance – Each Bid Category is required to maintain the temporary facilities that they installed. Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.

- 3.5.3 Termination and Removal – Unless the CM requests that it be maintained longer, remove each temporary facility as the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete, or if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
- A. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project Identification Signs.
 - B. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
 - C. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period including but not limited to:
 - 1. Replace air filters and clean inside of ductwork and housings.
 - a. **By Mechanical Contractor**
 - 2. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - a. **By Mechanical Contractor**
 - 3. Replace lamps that are burned out or noticeable dimmed by substantial hours of use. Clean light lenses and diffusers.
 - a. **By Electrical Contractor**

END OF SECTION 01 5000

SECTION 01 6000

PRODUCT REQUIREMENTS

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

- A. Substitutions Request Procedures.
- B. Product Substitutions and Options.

- 1.2.2 Related Sections include the following:

- A. Division 01 7700 Section "Closeout Procedures" for submitting warranties for contract closeout.
- B. Divisions 02 0000 through 33 0000 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- 1.3.1 Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

- A. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
- B. New Products: Items that have not previously been incorporated into another project or facility, **except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise.** Products salvaged or recycled from other projects are not considered new products.
- C. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- 1.3.3 Substitutions (after selection of successful bidder): Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- 1.3.4 Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- 1.3.5 Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- 1.3.6 Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- 1.4.1 Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - A. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - B. Form: Tabulate information for each product under the following column headings:
 - 1. Specification Section number and title.
 - 2. Generic name used in the Contract Documents.
 - 3. Proprietary name, model number, and similar designations.
 - 4. Manufacturer's name and address.
 - 5. Supplier's name and address.
 - 6. Installer's name and address.
 - 7. Projected delivery date or time span of delivery period.
 - 8. Identification of items that require early submittal approval for scheduled delivery date.
 - C. Initial Submittal: Within thirty (30) calendar days after date of "Notice to Proceed," or date of commencement of work, submit three (3) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 1. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 - D. Completed List: Within sixty (60) calendar days after date of "Notice to Proceed," submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.

E. Architect's Action: Architect will respond in writing to Contractor within fifteen (15) calendar days of receipt of completed product list. Architect's response will include a list of unacceptable product selections without explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

1.4.2 Substitution Requests Procedures: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

A. Substitution Request must be proposed and submitted only to the Construction Manager or General Contractor. Substitution Requests must not be sent directly to the Architect.

B. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

1. Statement indicating why specified material or product cannot be provided.
2. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and other separate Contractors, that will be necessary to accommodate proposed substitution.
3. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
4. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
5. Samples, where applicable or requested.
6. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
7. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
8. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
9. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

10. Cost information, including a proposal of change, if any, in the Contract Sum.
11. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
12. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

- C. Architect/Engineer shall have right to reject proposed substitution without explanation.
- D. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within Seven (7) calendar days of receipt of a request for substitution. Architect will notify General Contractor or Construction Manager of acceptance or rejection of proposed substitution within Ten (10) calendar days of receipt of request, or Seven (7) calendar days of receipt of additional information or documentation, whichever is later.
 1. **Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered REJECTED.**
 2. Form of Acceptance: Construction Change Directive (CCD).
 3. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
 4. Owner or Architect does not have to give any reason for rejection of substitutions.

1.4.3 Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 3300 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- 1.5.1 Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - A. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - B. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

- A. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- B. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- C. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- D. Store products to allow for inspection and measurement of quantity or counting of units.
- E. Store materials in a manner that will not endanger Project structure.
- F. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- G. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- H. Protect stored products from damage.

1.6.2 Owner's Storage Area: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

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

1.7.2 Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

- A. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
- B. Refer to Divisions 02 0000 through Divisions 33 0000 Sections for specific content requirements and particular requirements for submitting special warranties.

- 1.7.3 Submittal Time: Comply with requirements in the following:
 - A. Division 01 3300 Section "Submittal Procedures."
 - B. Division 01 7700 Section "Closeout Procedures."

PART 2 PRODUCTS

2.1 PRODUCT OPTIONS and SUBSTITUTIONS

- 2.1.1 General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 - A. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - B. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - C. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - D. Where products are accompanied by the term "as selected," Architect will make selection.
 - E. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - F. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - G. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product acceptable to the Architect.
- 2.1.2 Product Selection Procedures: Procedures for product selection include the following:
 - A. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - 1. The product is a single source item.
Substitutions will not be considered.
 - B. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - 1. Substitutions may be considered.

- C. Manufacturer's Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - 1. Substitutions will not be considered.
- D. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - 1. Substitutions by non-listed manufacturers will not be considered.
- E. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by a specified manufacturer. Comply with provisions in "Product Substitutions" Article.
- F. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, design profiles, dimensions, and other characteristics that are based on the product named.
 - 1. Provide Basis-of Design product or by one of the listed manufacturers.
 - 2. Substitutions of other products will not be considered.
- G. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - 1. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
- H. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - 1. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.

2. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS CRITERIA

- 2.2.1 Timing: Architect may consider requests for substitution if received within thirty (30) calendar days after the "Notice to Proceed" or before the first (1st) "Application for Payment." Requests received after that time may be considered or rejected at discretion of Architect without explanation.
- 2.2.2 Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action or reason, except to record noncompliance with these requirements:
 - A. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - B. Requested substitution does not require extensive revisions to the Contract Documents.
 - C. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - D. Substitution request is fully documented and properly submitted.
 - E. Requested substitution will not affect work of other Trades Contractor's construction time schedule.
 - F. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - G. Requested substitution is compatible with other portions of the Work.
 - H. Requested substitution has been coordinated with other portions of the Work.
 - I. Requested substitution provides specified warranty.
 - J. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- 2.3.1 Where products or manufacturers are specified by name (except noted as "basis-of-design), submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

- A. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
- B. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- C. Evidence that proposed product provides specified warranty.
- D. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- E. Samples, if requested.

END OF SECTION 01 6000

SECTION 01 7329

CUTTING AND PATCHING

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section includes procedural requirements for cutting and patching of items indicated but not limited to the following:
 - A. All Trades Work
- 1.2.2 Related Sections include the following:
 - A. Division 2 Section(s) on Selective Demolition
 - B. Division 7 Section(s) on Firestopping

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- 1.4.1 Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- 1.4.2 Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or results that increase maintenance or decreased operational life or safety.
- 1.4.3 Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 1.4.4 Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch

construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

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

2. PRODUCTS

2.1 MATERIALS

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

3. EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- 3.2.1 Temporary Support: Provide temporary support of Work to be cut.
- 3.2.2 Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- 3.2.3 Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- 3.3.1 General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- A. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- 3.3.2 Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
- A. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - B. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - C. Proceed with patching after construction operations requiring cutting are complete.
- 3.3.3 Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
- A. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - B. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 1. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - 2. Restore damaged pipe covering to its original condition.
 - C. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance.
 - D. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 1. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

- E. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 3.3.4 Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

SECTION 01 7400

CLEANING AND DEBRIS CONTROL

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1.2.1 The General Contractor is responsible pertaining to the cleaning and debris control responsibilities that are part of each Subcontractor's Work. The General Contractor is also responsible for:

- A. Oversee cleaning and ensure that the building and grounds are kept free from accumulation of waste materials, rubbish, debris, dirt and dust.
- B. Scheduling exchanges of dumpsters as required.

1.2.2 Daily Cleaning

1.2.3 Routine Cleaning (Weekly)

1.2.4 Final Cleaning

2. PRODUCTS

2.1 SWEEPING COMPOUND

2.1.1 Sweeping Compound can be used during any and all sweeping procedures once reviewed and approved by the flooring contractor.

3. EXECUTION

3.1 DAILY CLEANING

3.1.1 Each Contractor shall execute cleaning to ensure that the building and grounds are kept free from accumulation of waste materials, rubbish, debris, dirt and dust.

- A. Daily, during progress of work, each Contractor shall clean site and public properties and dispose of waste materials, debris and rubbish in dumpsters provided by the General Contractor
- B. Each Contractor shall handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

- C. Each Contractor shall provide and maintain garbage cans for the removal of personal trash resulting from breaks and lunches. These are to be emptied on a regular basis.
- D. Each Contractor to maintain cleaning throughout the duration of the Project.

3.2 ROUTINE CLEANING (WEEKLY)

- 3.2.1 On a weekly basis or on a day directed by the General Contractor, each Contractor shall perform an overall clean-up of the entire site including a broom cleaning of appropriate surfaces. Rubbish and debris shall be removed from the building site to the General Contractor provided dumpster immediately but no later than the day of weekly cleaning.
 - A. Each Contractor shall use experienced workmen for cleaning, both in the amount required and for the necessary duration, to maintain the building site in a clean condition, as directed by the GC.
 - B. Each Contractor shall remove dirt, mud and other foreign materials from all interior and exterior surfaces.
 - C. Each Contractor to maintain cleaning throughout the duration of the Project.
 - D. Should the contractor fail in the performance of this Work, the Owner may perform such Work in accordance with Article 3 of the General Conditions.

3.3 FINAL CLEANING

- 3.3.1 Final Cleaning will be by Owner.

END OF SECTION 01 7400

SECTION 01 7700

PROJECT CLOSEOUT PROCEDURES

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- 1.2.1 This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- A. Substantial Completion and Inspection procedures.
- B. Warranties.
- C. List of incomplete items (punch list).
- D. Project Record Documents.
- E. Operation and maintenance manuals.
- F. Demonstration and Training of Owner's Personnel.
- G. Final Cleaning.

- 1.2.2 Related Sections include, but not limited to the following:

- A. Divisions 02 0000 through Divisions 33 0000 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- 1.3.1 Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following: List items below that are incomplete in request.

- A. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- B. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Utilities: Include occupancy permits, operating certificates, and similar releases.
- D. Prepare and submit Project Record Documents, operation and maintenance manuals.
- E. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
- F. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

- G. Complete startup testing of systems.
- H. Submit test/adjust/balance records.
- I. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- J. Advise Owner of changeover in heat and other utilities.
- K. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- L. Complete final cleaning requirements, including touchup painting.
- M. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- 1.3.2 Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
- A. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - B. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 WARRANTIES

- 1.4.1 All materials and installation have a minimum of a 12 month warranty from the date of substantial completion. Additional warranties are specified in the individual specification sections.
- 1.4.2 Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- 1.4.3 Partial Occupancy: Submit properly executed warranties within fifteen (15) calendar days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- 1.4.4 Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- A. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - B. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

- C. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

1.4.5 Provide additional copies of each warranty to include in operation and maintenance manuals.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

1.5.1 Preparation: Submit two (2) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

- A. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
- B. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- C. Include the following information at the top of each page:
 - 1. Project name
 - 2. Date
 - 3. Name of Architect
 - 4. Name of Contractor
 - 5. Page number

1.6 PROJECT RECORD DOCUMENTS

1.6.1 General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's and Owners reference during normal working hours.

1.6.2 Record As-Built Drawings: Maintain one (1) and submit one (1) set of black-line white prints of Contract Drawings and Shop Drawings to Architect.

- A. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - 1. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - 2. Accurately record information in an understandable drawing technique.
 - 3. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 4. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.

- B. Mark record sets with non-erasable, red-colored ink. Use other colors to distinguish between changes for different categories of the Work at the same location.
- C. Mark important additional information that was either shown schematically or omitted from original Drawings.
- D. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
- E. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

1.6.3 Record Specifications: Submit one (1) copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

- A. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- B. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- C. Note related Change Orders, Record Drawings, and Product Data, where applicable.

1.6.4 Record Product Data: Submit one (1) copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

- A. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- B. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- C. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.

1.6.5 Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

1.7.1 Assemble and submit one (1) complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

- A. Operation Manuals:
 - 1. Emergency and Standard instructions and procedures.

2. System, subsystem, and equipment descriptions, including operating standards.
3. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
4. Description of controls and sequence of operations.
5. Piping diagrams.

B. Emergency Manuals:

1. Types of Emergencies: Fire, Flood, Gas leak, Electrical Power Outage, Chemical, Equipment failure and etc.
2. Instructions and Procedures for Shut-Down and Start-Up.

C. Maintenance Data:

1. Manufacturer's information, including list of spare parts.
2. Name, address, and telephone number of Installer or supplier.
3. Maintenance procedures.
4. Maintenance and service schedules for preventive and routine maintenance.
5. Maintenance record forms.
6. Sources of spare parts and maintenance materials.
7. Copies of maintenance service agreements.
8. Copies of warranties and bonds.

- 1.7.2 Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

2. PRODUCTS

2.1 MATERIALS

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

3. EXECUTION

3.1 DEMONSTRATION AND TRAINING

- 3.1.1 Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- A. Provide instructors experienced in operation and maintenance procedures.

- B. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
- C. Schedule training with Owner, through Architect, with at least seven (7) calendar days' advance notice.
- D. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- E. Submit two (2) copies of instructional and demonstration of training procedures.

3.1.2 Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:

- A. System design and operational philosophy.
- B. Review of documentation.
- C. Operations.
- D. Adjustments.
- E. Troubleshooting.
- F. Maintenance.
- G. Repair.

3.2 FINAL CLEANING

3.2.1 General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations and all other governing agencies having jurisdiction on the project.

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project as acceptable to the Architect.
 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
 5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 7. Sweep concrete floors broom clean in unoccupied spaces.

8. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
9. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
10. Remove labels that are not permanent.
11. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
12. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
13. Replace parts subject to unusual operating conditions.
14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
16. Clean ducts, blowers, and coils if units were operated without filters during construction.
17. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
18. Leave Project clean and ready for occupancy.

- 3.2.2 Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700

SECTION 01 7836

WARRANTIES

1. GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - A. General close-out requirements are included in Section "Project Close-out."
 - B. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Division 2-16.
 - C. Certifications and other commitments and agreements for continuing services to the Owner are specified elsewhere in the Contract Documents.
- 1.2.2 Disclaimers and Limitations – Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporated the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- 1.2.3 Separate Contracts – Each Contractor is responsible for warranties related to its own Contract.

1.3 DEFINITIONS

- 1.3.1 STANDARD PRODUCT WARRANTIES are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- 1.3.2 SPECIAL WARRANTIES are written warranties required by or incorporated in the Contract Documents, either to extend the time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- 1.4.1 Related Damages and Losses – When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of the warranted Work.
- 1.4.2 Reinstatement of Warranty – When Work covered by a warranty has failed and been corrected by replacement or rebuilding; reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 1.4.3 Replacement Cost – Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- 1.4.4 Owner’s Recourse – Written warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
- 1.4.5 Rejection of Warranties – The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- 1.4.6 The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- 1.5.1 Submit written warranties to the CM prior to the date certified for Substantial Completion. If the Architect’s Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- 1.5.2 When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the CM within (15) days of completion of that designated portion of the Work.

- 1.5.3 The Contractor shall submit a letter of warranty to the Owner, through the CM, which guarantees his workmanship for a period of one year from the completion date of the Contract unless otherwise indicated.
- 1.5.4 When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification ready for execution by the required parties. Submit a draft to the Owner through the CM for approval prior to final execution.
- 1.5.5 Form of Submittal – At final completion, compile two copies of each required warranty and bond properly executed by the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the Table of Contents in the Project Manual.
- 1.5.6 Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring vinyl covered, loose-leaf binders thick enough for the contents and available to receive standard sized paper.
 - A. Provide heavy paper dividers with celluloid cover tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product and the name, address, and phone of the installer
 - B. Identify each binder on the front and the spine with the typed or printed title “Warranties and Bonds” with the Project Title and name of the Contractor.
- 1.5.7 When Operating and Maintenance Manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

2. PRODUCTS (Not Applicable)

3. EXECUTION

3.1 SCHEDULE OF WARRANTIES

- 3.1.1 Schedule – Provide warranties and bonds on products and installations as specified in the Technical Specification.

END OF SECTION 01 7836

EXHIBIT

B

3rd Party

Agreement

Sample

AGREEMENT

THIS AGREEMENT dated June 19, 2024, by and between BAY METROPOLITAN TRANSPORTATION AUTHORITY (“BMTA”), a Michigan statutory authority, with offices at 1510 North Johnson Street, Bay City, Michigan and XXXXXXXX of XXXX XXXX, XXXXXXXXX 48708

NOW THEREFORE, BMTA and Contractor agree:

1. **BMTA RFP No. 2024-09.** The full and complete terms and conditions as outlined in BMTA RFP No. 2024-09 and incorporated into this Agreement by reference herein.

2. **Description of Work.** The Contractor shall supply the materials and labor more fully described in detail in the “specifications”, which are attached hereto and incorporated herein as Exhibit “B”. This work shall be generally described as the “CBS Renovation Project”.

3. **Davis-Bacon.** Prevailing Wages which are attached hereto apply and are incorporated herein as Exhibit “C”.

4. **Price and Terms.** BMTA agrees to pay the Contractor \$ XXXXXXXXXXXX (hereinafter the “contract price”) in the following manner: (1) BMTA shall pay Contractor the contract price as outlined in exhibit ‘A’ Pricing Schedule within a net thirty (30) days after completion and acceptance by a Bay Metro representative. To allow time for processing of payment, invoice should be received by Bay Metro Transit at least ten (10) days before payment is due.

5. **Commencement and Completion.** Contractor shall commence the project on or before XXXXX X, 2024, and shall complete the project no later than XXXXXX XX, 2024

6. **Warranty.** Contractor shall conduct all work in a reasonable and workmanlike manner, and shall provide BMTA with all warranties. Contractor shall indemnify BMTA for any and all costs associated with enforcing warranties.

7. **Notices.** Until endorsed on this contract to the contrary, each of the parties agrees that notices required in this Contract may be sent to:

BMTA: 1510 North Johnson Street, Bay City, MI 48708;

XXXXXXXXXXXXX: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

and when mailed first class, postage prepaid, to the address, shall be binding and conclusively presumed to be served upon said parties. The parties further agree that this clause specifically applies to any action required to enforce this Agreement, including service required under MCR 2.105, unless endorsed on this Agreement to the contrary.

8. **Default.** In the event that a party defaults in the performance of this Agreement, the other party may elect to specifically enforce the obligations herein or take other such action as may be permitted by law.

9. **Attorney's Fees.** Contractor agrees to pay the attorney's fees and costs incurred by BMTA in enforcing any provision of this Agreement.

10. **Enforcement of Agreement.** The failure by BMTA to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of BMTA thereafter to enforce each and every provision.

11. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto and supersedes all prior oral or written agreements, commitments, or understandings. The parties acknowledge and agree that none of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth herein. No amendment or modification of this Agreement shall be valid or binding unless set forth in writing duly executed by all parties.

12. **Successor.** Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

13. **Severability.** The terms of this Agreement are severable so that if any term or condition is invalid or unenforceable, that term will be modified to make it valid and enforceable, or deleted if incapable of being modified, and the rest of this Agreement will remain in full force and effect.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, the rules and regulations of the Federal Transportation Administration and the rules and regulations of the Michigan Department of Transportation.

15. **Forum.** Except as otherwise herein provided, the parties agree that any action brought by either party shall be brought exclusively in the Bay County Circuit or District Court or the United States District Court for the Eastern District of Michigan (in such division serving Bay County, Michigan), if jurisdiction exists in such courts. The parties consent to the jurisdiction of such courts and waive all questions of jurisdiction or venue. Each party specifically waives the right to a jury trial.

16. **Period of Limitation.** Contractor agrees that any action or suit against the BMTA arising out of this Agreement must be brought within One Hundred Eighty (180) days of the event giving rise to the claims or be forever barred. Contractor specifically waives any limitation periods to the contrary.

17. **Third Party Disclaimer.** The parties to this Agreement are undertaking this Agreement solely for the benefit of the parties, and neither party intends to directly benefit any third party, whether specific or potential, nor any class of third parties, whether specific or potential. Any and all third-party liability is expressly disclaimed by the parties.

18. Notification of Current of prospective legal matters that may affect the Federal Government.

The Contractor acknowledges that the provisions of the FTA Master Agreement, Section 39(b), apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must notify the Bay Metropolitan Transportation Authority. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor agrees to include the above clause or similar clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

19. Conflict. In the event of a conflict between the terms and conditions of the subcontract and the prime contract (MI-2022-030), the prime contract prevails.

20. Captions. The captions contained herein are for convenience only, and shall not be used to define, explain, modify, or aid in the interpretation or construction of the contents hereof.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute a single instrument. Facsimile and/or electronic signatures shall be effective as original signatures.

IN WITNESS WHEREOF, the parties do hereby declare and acknowledge that they have carefully read this Agreement, understand its contents, and have signed same as their free act of will.

Dated: _____

BAY METROPOLITAN TRANSPORTATION
AUTHORITY ("BMTA")

By: _____

Michae Halstead

Its: Board Chairman

By: _____

Thomas Boetefuer

Its: Board Secretary

APPROVED AS TO CONTENT:

Eric Sprague, General Manager

CONTRACTOR

Dated: _____

By: _____

Its:

EXHIBIT

C

PREVAILING WAGES

NOTIFICATION OF DAVIS / BACON

PREVAILING WAGE

This project is funded with Federal dollars and is subject to prevailing wages.

In order to keep compliant with the Federal wages Bay Metro Transit will use the services of Michigan Fair Contracting to monitor projects for compliance.

All vendors and agents of vendors or subcontractors must assist and provide all requested information to Michigan Fair Contracting as requested. Failure to comply will result in the cancellation of the project.

Certified payrolls must be furnished prior to Bay Metro Transit paying any invoices for the project.

"General Decision Number: MI20240077 04/05/2024

Superseded General Decision Number: MI20230077

State: Michigan

Construction Type: Building

County: Bay County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

2 03/15/2024
3 04/05/2024

ASBE0047-002 07/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.62	19.78

* BOIL0169-001 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 39.65	35.68

BRMI0009-030 08/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 34.32	21.69
TILE FINISHER.....	\$ 26.35	20.74
TILE SETTER.....	\$ 30.13	20.18

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker is employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-002 06/01/2023

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 31.49	22.68

CARP1045-003 06/01/2013

	Rates	Fringes
LATHER.....	\$ 24.29	13.66

ELEC0692-001 06/01/2023

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.	\$ 33.72	38.03%+9.93

ENGI0324-001 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25
GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 40.50	25.25
GROUP 4.....	\$ 37.82	25.25
GROUP 5.....	\$ 37.82	25.25
GROUP 6.....	\$ 31.96	25.25

GROUP 7.....\$ 29.48

25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Roller; Scraper; Stiff Leg derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2022

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 31.43	34.77
STRUCTURAL.....	\$ 34.85	40.42

LABO0334-010 06/01/2023

	Rates	Fringes
LABORER: Landscape and Irrigation		
GROUP 1.....	\$ 25.97	8.60
GROUP 2.....	\$ 23.75	8.60

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1098-009 07/01/2023

Rates	Fringes
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LABORER

Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer.....	\$ 22.94	13.45
Sandblaster.....	\$ 24.07	13.45

PAIN1803-001 06/01/2023

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 26.27	20.17
PAINTER: Drywall Finishing/Taping.....	\$ 26.64	20.17

PLAS0016-012 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.47	12.38

PLUM0085-003 05/01/2023

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 43.50	22.10
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 43.50	22.10

ROOF0149-003 06/01/2020

	Rates	Fringes
ROOFER.....	\$ 29.58	18.33

SFMI0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.48	25.80

SHEE0007-009 05/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 26.83	23.78

* SUMI2011-002 02/01/2011

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring).....	\$ 17.47	3.10
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.57	6.40

OPERATOR: Tractor.....	\$ 19.10	8.48
OPERATOR: Loader.....	\$ 15.93 **	8.10
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 12.00 **	0.00
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION"

Date _____

1. _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor) _____ on the _____

(Building or Work) _____; that during the payroll period commencing on the _____

day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(Contractor or Subcontractor) _____ from the full _____

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	