Specification
Project 26Z4AU9 –FY26

United States Department of Justice
Federal Bureau of Prisons
FCI Pekin

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SECTION 01 11 00 – Summary of Work & Bureau Procedures

PART 1 GENERAL

SUMMARY OF WORK

A. All work described in these documents and all work necessary to complete the work as described or shown is to be executed in a thoroughly substantial and workman like manner. All work shall be done by persons who are thoroughly experienced in their particular trade or craft. The work includes, but is not necessarily limited to the following description:

Project work will include:

- It is requested that a project be awarded to remove and replace the Air handler and Condenser, refrigerant, and drain lines. Provide delivery, installation, start up, and testing of specified equipment. The project would involve the recovering of the existing refrigerant before removal. Existing line sets and electrical to be removed. Existing multi-plex would need to be removed, and all existing wall penetrations sealed, weather tight and up to fire code. Pad extension to fit new outdoor unit. Transition back to the existing duct work. Installation of new 400,000 BTU, 100,000 BTU duct furnace, 80,000 BTU furnace, 20 ton air handler, 20 ton condenser, 7.5 ton air handler, 7.5 condenser, 5 ton condenser, and a 5 ton evaporator coil. Final connection of duct work, flue piping, gas piping, electrical wiring, drain lines, and reconnecting to existing controls. Pressure, leak test the system and charge the system with refrigerant. Perform factory startup. All old hardware multiplex evaporators etc. will be removed from the grounds by the contractor.

- The following material of brand name or equivalent is being requested for delivery of this project. And should be compatible for the current structure already established within the current institution. It the bidders/contractors responsibility to ensure the equipment is sized appropriately for each location.

- Equipment, materials, and programming listed by manufacturer may be BRAND NAME OR EQUAL. Bidder is advised that should a different manufacturer be bid, all technical written specifications

and materials MUST be submitted with your bid to be verified and approved as equal products.

- The following material of brand name or equivalent is listed below:
    - 20 Ton, Split System R-454B Air Conditioner (QNTY 1)
        - 2-Pipe, Two Stage Cooling, Standard Motor, 460-3-60
    - Modline 400,000 BTU Duct furnace (QNTY 1)
    - 20 Ton, Split System R-454B Air Handler (QNTY 1)
        - 2-pipe w/Intellispeed
        - 7.5 HP Motor
        - 460-3-60, Refrigerant Detection System (Factory Installed)
        - Intellispeed VFD w/o Bypass
        - Composite Drain Pan
    - 7.5 Ton, Split System R-454B Air Conditioner (QNTY 1):
        - High Eff 2-Pipe
        - Two Stage Cooling
        - Standard Motor
        - 460-3-60
    - Modline 100,000 BTU Duct furnace (QNTY 1):
    - 7.5 Ton, Split System R-454B Air Handler (QNTY 1)
        - 2-pipe w/Intellispeed
        - 2 HP motor
        - 460-3-60
        - Refrigerant Detection System (Factory Installed)
        - Intellispeed VFD w/o Bypass
        - Composite Drain Pan
    - 5 Ton York Brand, Air Conditioner (QNTY 1)
        - 13.4 SEER2
        - Single Stage, 5.0 Tons
        - R454B Refrigerant
        - 460-3-60
    - York Brand, Condensing Furnace (QNTY 1)

- Single Stage
- Standard ECM Motor
- 80,000 BTU Input
- Voltage: 208-230/3/60
- 21 " Width, 2000 CFM
- Standard NOx
- Mult position
- Standard Controls

- 5 Ton York Brand A-Coil (QNTY 1)

  - Full Cased Up flow/Downflow
  - 5.0 Tons
  - R454B Refrigerant
  - 21.0" Cabinet Width
  - TXV
  - Slab-3R-28-12
  - Sporlan Solenoid Valve & Coil
  - (RDS) A2L Sensor Factory Installed

1. Warranty- Contractor shall provide a warranty for the following.

   - One-year heat exchanger
   - Two years parts (duct furnace)
   - Five years compressor
   - One-year parts (AC units & air handlers)
   - Five years parts (furnace)
   - Ten years heat exchanger (furnace)
   - One year labor

The Institution shall provide assistance to the contractor during system installation as follows:

- The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all I damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be

responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract. Pekin to locate underground utilities if needed.

Project Name: *Project 26Z4AU9 –*

Location: FCI Pekin

Address: 2600 South 2nd Street

Pekin, IL 61554

Owner: U.S. Department of Justice, Federal Bureau of Prisons (FBOP)

CONTRACTOR USE OF PREMISES

B. The Contractor shall limit its use of the premise to the work indicated, so as to allow for Government occupancy and use. During the entire construction period, the Contractor shall coordinate use of the premises for construction operations with the FBOP Contracting Officer's Representative (COR).
   1. All visitors to the construction site shall register with the FBOP site officials. The Contractor shall not allow employees to have personal visitors on site.
   2. The project site will be open to the Contractor from Monday through Friday, with exception of federal holidays, for the duration of the project. The project schedule is to be based on a normal 40-hour work week. The Contractor shall establish a normal work week schedule for the duration of the project.
      a. Work outside the secure perimeter of the institution will be allowed between the hours of 6:30 AM to 3:45PM. This will allow the Contractor's work force to arrive on-site in the morning and prepare for entering the secure perimeter of the institution. It will also allow the Contractor's work force to button-up their lay-down/staging area after exiting the secure perimeter at the end of the workday.
   3. Contraband: The Contractor shall inform his/her employees that intoxicating beverages, drugs, weapons, etc.., will not be allowed on the site. Introduction of contraband shall be subject to the penalties prescribed by Title 18 USC 1791.
   4. Explosives: The use of explosives is absolutely forbidden without written authorization from the FBOP Contracting Officer upon no less than thirty (30) days advance written request.
   5. Cell phones, pagers, and radios are not allowed within the secure perimeter.
   6. Contractor will be permitted to wear jeans in the institution or on grounds; however, green or khaki-color clothing will not be allowed. The clothes will be proper and suitable for the services that are being provided.

7. Federal smoking policy on Federal property states that smoking is only allowed in designated areas. This policy will be strictly enforced.
8. Parking: Parking areas, either on or off-site will be furnished for workmen by the Contractor at a location approved by the FBOP Contracting Officer's Representative (COR).
9. Temporary Office: Any temporary field office used by the Contractor shall be located in an area approved by the FBOP Contracting Officer's Representative (COR).
10. The Contractor shall review his or her site layout plan for staging, stockpiles, etc.., with the FBOP Contracting Officer's Representative (COR). The Contractor shall maintain all staging and construction areas in a neat and orderly fashion.
11. The Contractor shall provide protection of the work against weather, rain, wind, storms, frost, cold, or heat so as to maintain all work, materials, apparatus and fixtures free from injury or damage.
12. All tools and equipment provided by the Contractor will be in proper serviceable condition.

CONTRACTOR PERSONNEL AND EQUIPMENT SECURITY

C. Contractor employees working at a FBOP facility will be subject to a background investigation after award of the contract. Contractor employees must complete the applicable forms provided by the FBOP Contracting Officer's Representative. Following the investigation, the FBOP will provide the Contractor with a list of employees approved to work at the institution. If a contractor's employee is not approved, only that fact will be communicated to the Contractor. No additional justification will be released, in compliance with Privacy Act requirements.

D. Contractor employees working within the secure perimeter shall wear a clearance badge issued by the institution at all times and shall be escorted by an institution staff member. Contractors and their personnel shall abide by all of the institution's security requirements. Contractor must recognize that security has the utmost priority, and the Contractor will allow for unproductive work times, caused by unforeseeable security issues (i.e. lock-downs, weather conditions, and/or any other security situations determined by the institution).

E. All contractors and their construction staff awarded the project will be required to attend up to two (2) hours of orientation and security procedures training. The contractors and any subcontract staff are required to attend. This training must be accomplished prior to any contract or subcontract employee is granted access to federal property to start work.

F. Tools brought into the institution's secure perimeter will be inventoried at the beginning and end of each workday by FBOP staff.

1. All tools used by the Contractor working within the secure perimeter shall be under constant supervision. Loss of a tool shall be reported immediately to the escorting FBOP staff.
2. No explosive action tools shall be used on the property at any time.
3. Materials brought inside the secure perimeter of the institution shall be limited to a one-day supply. Surplus materials that are not installed in on workday must be moved outside the secure perimeter at the end of the day.
4. Any tools that must and/or may remain on institution grounds will be secured by an enclosed trailer and locked with locks provided by the institution.
5. Any heavy equipment (i.e. scissor lift, excavator, fork truck) can be left on grounds but secured and any and all service bays within that equipment secured. All keys to remain with contractors.
6. New equipment can be dropped off a day prior to installation next to the site as needed.

G. Contractor employees working on the FBOP site shall be required to undergo a general institution orientation on responsibilities, procedures and laws governing conduct when working at an FBOP institution. These rules include, but are not limited to the following:
   1. Weapons and ammunition of any kind are not allowed on Federal property, including the parking lot.
   2. Do not give, or offer to give, anything to an inmate.
   3. Do not bring any correspondence into or out of the institution.
   4. Do not accept gifts or favors from inmates.
   5. Leave personal items locked in your vehicle or secure them at the Contractor's lay-down area.
   6. A form of photo ID is required to enter the facility.
   7. Revealing clothing is not acceptable attire and work attire is required at all times.
   8. Conduct yourself in a responsible, mature manner.
   9. Report an unusual action(s) or behavior to FBOP staff.

EXECUTION OF WORK AND CLARIFICATION OF INFORMATION

H. The Contractor's execution of the Contract represents that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed; and correlated personal observations with the Contract requirements.

I. Contractor shall coordinate with the COR's designated Point of Contact (POC) to coordinate a construction schedule.

J. It is the intention of the Construction Documents to provide a complete project. The Contractor shall be responsible for this result. The Contractor shall verify all measurements and be responsible for the correctness of same. The Contractor shall layout their work and be responsible for all lines, elevations,

and measurements of buildings, utilities, and other work executed by them. This includes verification of existing conditions, if any, that affect their work or to which their work is to be fitted.

K. The Contractor shall carefully study and compare Contract Documents before proceeding with fabrication and installation of work. Coordinate scheduling, submittals and work to ensure efficient and orderly sequence of construction.

L. Should it appear that the work intended to be described is not sufficiently detailed or explained by the Construction Documents, the Contractor shall issue a Request for Information (RFI) to the FBOP Contracting Officer. RFI's shall be used by the Contractor to clarify information in the Construction Documents only. Each RFI shall be numbered sequentially, dated and indicate a reasonable date for the Contracting Officer's written reply. All RFI questions shall be thoroughly researched by the Contractor, prior to presenting them as RFI's. In no case shall any work proceed in uncertainty.

DEFINITIONS

M. Contracting Officer: The officer who executes the contract on behalf of the United States; this shall include a duly appointed successor. <u>The Contracting Officer is the only official authorized to administer, modify, and/or terminate the contract.</u> The Contracting Officer makes related approvals, determinations, and findings pertaining to the contract and is the only individual on the project staff who can obligate funds on behalf of the Government.

N. FBOP Contracting Officer's Representative (COR): The FBOP representative, located at the construction project site, or authorized representative(s) who has overall responsibility (except for contractual matters) for the administration of the operations and activities at the construction project site. References to "Government Representative" or "Project Representative" shall mean the FBOP Contracting Officer's Representative (COR). The COR represents the Contracting Officer for all technical matters that arise under the contract. The COR shall be specifically responsible for the following areas as they relate to the administration of the construction contract. This delegation of duties and responsibilities does not preclude the Contracting Officer from also performing these duties.
   1. Monitor and review the progress of the work. This will include the conduct of onsite observations of the work as it is in progress. The COR shall issue reports concerning deficiencies and/or omissions observed in the work.
   2. Receive submittals to verify conformance with the Contract Documents.
   3. Review requests for information from the Contractor. This does not include the authority for any change that may result from the approval of the request for information. Authorization for any change can come only from the Contracting Officer.

4. Monitor that all tests required by the Contract Documents are performed. This may include the documentation of the test procedures and results.
5. Review sample construction and job site mockups for conformance with the Contract Documents.
6. Review and approve the application and certificates for payment as submitted by the Contractor.
7. Evaluate the Contractor's performance and prepare a performance report at the completion of the Contract.
8. Review and recommend final approval of the Contractor's schedule for the Contracting Officer as required by the Contract Documents. This process would include the Schedule of Values.
9. The COR shall approve the placement of the Contractor's trailers and general administration of the construction site as it relates to the construction work.
10. The COR shall not, and has no authority to:
    a. Re-delegate any authority to any other person.
    b. Change any of the terms of the Contract or sign any modification to the Contract.
    c. Obligate the payment of any money by the Government.
    d. Cause the Contractor to incur cost not otherwise covered by the Contract.

O. Contractor: The sole proprietorship, partnership, joint venture, corporation, or other legal entity that agrees to provide all labor, material, and services required in the contract. In order to administer and supervise the Contract Work, the Contractor shall provide the following minimum supervisors:
1. Contractor's Project Manager: The Contractor's Representative experienced in administration, supervision and quality control of all construction work required by the Contract. This includes, but is not limited to enforcing all applicable federal, state and local standards.
2. Project Field Superintendent: The Contractor's Representative experienced in general field supervision of all construction work required by the Contract. Supervise, direct, inspect and coordinate the construction work of the Contractor, subcontractors, suppliers, and installers, and to assure compliance with the Construction Schedule.

P. Subcontractor: The term, as employed herein, includes a business having a direct contract with the Contractor, and it includes one who furnishes material according to the Drawings and Specifications of this work. This definition also includes businesses having contracts with subcontractors. Subcontractors are considered to be Contractor employees.

Q. Approve: Only the Contracting Officer can approve or disapprove Contract actions. Even if the Specifications indicate that an individual other than the Contracting Officer (such as the "FBOP Contracting Officer's Representative")

will approve or disapprove an action, it is understood that only the Contracting Officer has this authority. In no case will "approval" by the Contracting Officer be interpreted as a release of the Contractor from responsibility to fulfill the requirements of Contract Documents.

R. Industry Standards and General Applicability of Standards: Except where more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of Contract Documents by reference) as if copied directly into Contract Documents, or as if published copies were bound herein. Any materials, equipment, or workmanship specified by references to published manufacturer's specifications, industry standards, building codes, or other referenced published standard shall comply with the requirements of the latest editions or revisions thereof and any amendment or supplements in effect on the date of the Invitation for Bid, except as limited to type, class, grade, or modification in the Specification. The Contractor, if requested, shall furnish an affidavit from the manufacturer certifying that material or product delivered to the project site meets requirements specified.
   1. “Federal Specification”,:” Commercial Standards”, and “Simplified Practice Recommendations” can be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.
   2. Standards of associations, institutes, or similar organizations referred to in the Specifications may be obtained directly from the organization.

G. Substantial Completion: The stage in the progress of the work or designated portion thereof is sufficiently complete in accordance with the contract documents so the Government can occupy or utilize the work for its intended use.

PROJECT MEETINGS

S. Pre-Construction Meeting: The Contracting Officer shall schedule and conduct a pre-construction conference and organizational meeting at the project site or other convenient location prior to or at the time of receipt of the Notice to Proceed for the Construction Contract. Contracting Officer shall arrange for a record of the meeting to be taken and distributed to all concerned. Instructions given that are supported in the Contract Documents are considered binding on all contracting parties.
   1. The attendees shall include: the Contracting Officer, the FBOP Contracting Officer’s Representative, the Contractor’s Project Manager, the Project Field Superintendent, and major subcontractors and other technical support disciplines as appropriate. Attendees will also include representatives from the correctional institution, as deemed necessary by the Contracting Officer.
   2. The meeting itinerary shall include, but not be limited to issues such as:
      a. Introductions and coordination of the various parties in attendance.

b. Use of premises and security procedures.
c. Scheduling and work sequencing.
d. Processing of shop drawings, product data, samples, request for information, contract modifications, and applications for payment.
e. Contract closeout requirements.

T. Progress Meetings: The Contracting Officer and the COR shall co-conduct progress meetings at the project site on a monthly basis, or at intervals as determined by the Contracting Officer in the event it shall exceed more than 3 weeks.
1. The attendees shall include:
   a. FBOP: Contracting Officer, COR, Institution Representatives, and technical support disciplines as appropriate.
   b. Contractor: Project Manager, Project Field Superintendent, and technical support disciplines as appropriate (Subcontractors, Manufacturers, Suppliers, etc.).
2. The meeting itinerary shall include, but not be limited to issues such as:
   a. Progress since previous meeting, and completion date confirmation.
   b. Field observations and the construction schedule.
   c. Corrective measures necessary to maintain the project standards, resolve current problems, or head-off anticipated conflicts.
   d. The status of: project submittals, request for information, and contract modifications.

CONSTRUCTION SUBMITTALS

U. The types of submittal requirements specified in these requirements include shop drawings, product data, samples, certificates of conformance or compliance, certified test or inspection reports, and miscellaneous work-related submittals for construction. Individual submittal requirements are specified in applicable Sections for each unit of work. Provide a standard transmittal form with each submittal.

V. The Contractor shall ensure submittals (product data, shop drawings, etc.) produced by subcontractors, vendors, or other entities are reviewed for adequacy of coordination and meeting the design intent of the construction documents prior to the submission to the Government. The Contractor shall stamp and certify that each submittal was reviewed, approved, and coordinated with the requirements of Work and the Contract documents. Failure on the part of the Contractor to indicate review and approval on submittals, prior to submission to the COR, will result in the submittals not being accepted and returned to the Contractor. The COR shall return the submittals to the General Contractor within approximately fifteen (15) calendar days.

W. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, submittal name, Specification

section number, and similar information to distinguish it from other submittals. Number resubmittals with original number and an alphabetic suffix.

X. Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same Work, and for interfacing units of Work, so that one will not be delayed for coordination of review with another. The Contractor shall promptly notify the Contracting Officer and the COR when submittal action is delayed for any reason, citing the cause for delay.

CONTRACT MANAGEMENT REQUIREMENTS
(Construction Scheduling, Schedule of Values, Pay Applications, Contract Modifications)

Y. Construction Scheduling: The Contractor shall provide a detailed Construction Schedule with activity entries for each portion of the construction work, in chronological order, cumulatively indicating the entire Contract Performance Period. The Construction Schedule shall include the initial detailed construction schedule, and all subsequent construction schedule updates and revisions, as required over the life of the contract.
   1. The entire contract performance period as established by the Contract shall establish a Final Contract Completion Date and shall be utilized in the planning and presentation of the Contractor's Construction Schedule. As the Construction Schedule is being developed, the Contractor may project an earlier completion date. The government may elect to accept a schedule that projects an earlier completion date; however, this acceptance shall not modify the Final Contract Completion Date. The time difference between the Contractor's projected completion date and the Final Contract Completion Date shall be owned and for the mutual use of both the Contractor and the Government. The Government reserves the right not to accept any schedule it determines to be unrealistic in length.
   2. The purpose of the Construction Schedule shall be to:
      a. Assure adequate planning, staffing, scheduling and reporting during execution of the work by the Contractor.
      b. Assure coordination of the work among the Contractor, subcontractors, manufacturers and suppliers.
      c. Assist the Contractor and Contracting Officer in monitoring the progress of the work and evaluating proposed changes to the Contract and the Construction Schedule.
      d. Assist the Contracting Officer and the Contractor in the preparation and evaluation of the Contractor's monthly progress payments.
   3. The Construction Schedule shall be updated on a monthly basis throughout the entire Contract time and until Project Completion. The Contractor and the Contracting Officer shall review the actual progress made during each Progress Meeting. The Contractor shall inform the Contracting Officer of any current or anticipated conditions which may delay the work and provide

any additional written information necessary to support these conditions. The Contractor shall update the Construction Schedule to reflect the actual progress of the project, as of the date directed by the Contracting Officer. If it appears the Construction Schedule no longer represents the actual prosecution and progress of the work, the Contracting Officer will direct the Contractor to revise the Construction Schedule.

4. The Construction Schedule shall:
   a. Show the sequence of construction by activity, with dates for beginning and completion of each element of construction
   b. Identify each item by specification section number.
   c. Show accumulated percentage of completion for each item.
   d. Coordinate with the Schedule of Values (See Item B, below).
   e. Provide sub-schedules to define critical portions of the entire Construction Schedule.
   f. Include a narrative report to discuss issues of importance, such as, but not limited to: anticipated delays, contract modifications, revisions, etc.

Z. Schedule of Value: The Contractor shall prepare a Schedule of Value (SOV) for the total project. The SOV shall be correlated to the Construction Schedule. The SOV shall be formatted per the CSI Master Format structure. The Contractor may propose an alternate organizational format to the Contracting Officer for approval.
   1. The Schedule of Values shall include:
      a. Project name, location, and contract number.
      b. Contractor's name and address.
      c. Date of submittal.
   2. The SOV shall be arranged in a tabular form with separate columns to indicate the following for each item listed:
      a. Generic name.
      b. Related specification section, if applicable.
      c. Name of subcontractor, if applicable.
      d. Name of manufacturer or fabricator, if applicable
      e. Name of supplier, if applicable.
      f. Change orders (modifications) that have affected value, if applicable.
      g. Dollar value.
      h. Percentage of Contract sum rounded to the nearest percent, adjusted to total 100 percent.
   3. The SOV shall breakdown the Contract sum in sufficient detail to facilitate continued evaluation of applications of payment and progress reports. Break principal subcontract amounts down into several line items.
   4. SOV amounts shall be rounded to the nearest whole dollar. The total of all SOV amounts shall equal the Contract sum.

AA. Contractor Applications for Payments: The Contracting Officer shall provide the Contractor with his/her requirements for submitting applications for payment.

The application for payment may include, but is not limited to: lien waivers for work paid to date, receipts or vouchers for payment of labor, budget cost report, listing of stored materials, and any other supporting data requested by the Contracting Officer.

1. Initial Application for Payment: Actions and submittals that must precede or coincide with submittal of the first application for payment include the following:
   a. List of subcontractors.
   b. List of principal suppliers and fabricators.
   c. Schedule of Values.
   d. Contractor's Construction schedule.
   e. Submittal schedule.
2. Final Payment Application: Actions and submittals that must precede or coincide with submittal of the final application for payment include the following:
   a. Completion of project closeout requirements.
   b. Completion of items specified for completion after substantial completion.
   c. Transmittal of Record Documents and other required project records to Government.
   d. Proof that taxes, fees and similar obligations have been paid.
   e. Removal of temporary facilities and services.
   f. Removal of surplus materials, rubbish, and similar elements.
   g. Release of claims.

BB. Request for Information (RFI): If a question, information, or clarification regarding any part of the Contract or FBOP Requirements is needed, the Contractor will submit a Request for Information (RFI) to the Contracting Officer in accordance with the following RFI submission process:

1. The Contractor shall submit a written, signed and dated RFI to the Contracting Officer.
2. Each RFI shall be numbered sequentially using a unique series of numbers for document control purposes.
3. The Contractor shall allow a reasonable amount of time from the date of receipt, for the Contracting Officer's review and written reply to the RFI.

CC. Contract Modifications (Change Orders): When changes are made in the work that requires an equitable adjustment to the Contract, the Contractor shall submit to the Contracting Officer a written proposal for adjustment of the amount of increase or decrease. Each Contract Modification Proposal (Change Order) shall be numbered sequentially using a unique series of numbers for document control purposes. With the proposal, the Contractor shall submit an itemized breakdown in at least the following detail:

1. Material quantities and item cost.
2. Labor costs by material item.

3. Construction equipment cost.
4. Workmen's compensation and public liability insurance.
5. Overhead.
6. Profit or commission.
7. Employment taxes (FICA and FUTA); **no overhead, profit or commission will be allowed on employment taxes.**
8. Request for time extensions (calendar days) if applicable.

If the Contracting Officer determines that an equitable adjustment in time and dollars is to be made, the contract shall be modified in writing using the prescribed Standard Form provided by the Contracting Officer.

TEMPORARY FACILITIES AND CONTROLS

DD. The Contractor shall provide the following temporary provisions for the duration of the contract.
1. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
2. Temporary utilities, as necessary to complete the contract:
   a. Water Service: Water from the FBOP institution's existing water system is available for use without metering and without payment of use charges. The Contractor shall provide connections and extensions of services as required for construction operations and protect the temporary service from freezing. The Contractor shall exercise measures to conserve water and regulate the temporary system to prevent interference with the Institution's normal usage.
   b. Electric Power Service: Electric power from the FBOP institution's existing system is available for use without metering and without payment of use charges. The Contractor shall provide connections and extensions of services as required for construction operations. The Contractor shall exercise measures to conserve electricity and regulate the temporary system to prevent interference with the Institution's normal usage.
3. Temporary dust, erosion and sediment controls. These include keeping streets, drives and walks adjacent to the work site and haul routes clean and free of dirt, debris and litter caused by construction operations.

SAFETY AND HEALTH

EE. The Contractor is responsible for safety and health on the project. In performing the work under this contract, the Contractor shall:
1. Conform to the specific safety requirements established by this contract.
2. Comply with the safety rules of the FBOP institution that concern related activities not directly addressed in this contract.
3. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel

performing or in any way coming in contact with the performance of this contract.

4. Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

CONSTRUCTION CLEANING

FF. The Contractor shall execute continual cleaning to keep building, site and adjacent properties free from accumulations of waste materials, litter, debris, rubbish, windblown debris and foreign substances resulting from construction operations. The entire work area must be kept free from all debris. The soils must be free of nails, wires, re-bar and other construction materials. During and after the construction process there must be no burying of any construction debris.

GG. Remove waste materials, debris, and rubbish from premises and dispose off site in a lawful manner. Do not dispose of volatile waste such as mineral spirits, oil, paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.

HH. If a dispute arises between the Contractor and the Government as to the responsibility under this Contract for maintaining the premises and surrounding area free from waste materials, litter and so on; the Government may clean up; and the Contracting Officer will allocate the cost to the Contractor via modification to the Contract.

SUBMITTALS FOR SUBSTITUTION

II. General Requirements: Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Subject to compliance with specified requirements, the Contractor may, at its option, use any equipment, material, article, or process, which in the judgment of the Contracting Officer is equal to that named.

JJ. Substitutions for Cause: Changes proposed by the Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty items.

KK. Substitutions for Convenience: Changes proposed by the Contractor that are not required in order to meet other Project requirements but may offer advantage to the Contractor or the Government.

LL. Request for Substitutions shall be made on discovery of need for the change, but not later than 30 days prior to time required for preparation and review of

related substitution submittals. Requests for substitutions shall be submitted to the Contracting Officer, and clearly marked for Cause or Convenience.

1. Submit four (4) copies, fully identified for product or method being proposed for substitution, including related Specification Section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include project data/drawings, descriptions of methods, samples where applicable, detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected cost information or proposal, and statement to the effect that proposed substitution will result in overall work equal to or better than work originally indicated.
2. Document each request with supporting data substantiating compliance of proposed substitution with contract documents, including:
   a. Manufacturer's name and address, product, trade name, mode, or catalog number, performance and test data, and reference standards.
   b. Itemized point-by-point comparison of proposed substitution with specific product, listing variations in quality, performance, and other pertinent characteristics.
   c. Changes required in other Work.
   d. Availability of maintenance service and source of replacement parts, as applicable.
   e. Certified test data to show compliance with performance characteristics specified.
   f. Samples, when applicable or requested.
   g. Other information as necessary to assist in Contracting Officer's evaluation.
3. Properly submitted substitutions that are acceptable to the Contracting Officer will be included in Contract Documents by modification.
4. Substitutions will not be considered for acceptance when:
   a. They are indicated or implied on shop drawings or product data submittals without a formal request for Contractor.
   b. Acceptance will require substantial revision of contract documents.
   c. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.
   d. In judgment of Contracting Officer, submittal does not include adequate information necessary for a complete evaluation.
   e. If requested directly by a subcontractor or supplier.
5. Substitute products shall not be ordered or installed without written acceptance of Contracting Officer.
6. Contracting Officer will determine acceptability of proposed substitutions.
7. No substitutions are permitted after execution of the Contract, except as allowed by Contract Modification (Change Order).

QUALITY ASSURANCE

MM. Source Limitations: To the greatest extent possible for each unit of Work, and subject to the restrictions of the Buy American Act, provide products, materials, or equipment of a singular generic kind from a single source.

NN. Compatibility of Options: Where more than one choice is available an options for Contractor's selection of a product or material, select an option that is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

OO. Final Equipment Assurance: Institution Staff (Utilities and Powerhouse Technician) will conduct water testing to ensure quality assurance and proper orderly running of the said equipment. Both Contractor and Institution Staff (Utilities and Powerhouse Technician) will conduct visual and physical checks of orderly running of the said equipment and Contractor will provide OPS guidance of equipment to the Utilities and Powerhouse Technician.

PRODUCT DELIVERY/STORAGE/HANDLING

PP. General: Deliver, handle, and store products in accordance with manufacturer's recommendations and by methods and means that will prevent damage, deterioration, and loss, including theft, and protect against damage from climatic conditions. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss. Damaged or defective items shall be replaced at no cost to the Government.

QQ. Any construction related deliveries which are directly shipped to the contractor can be received between the hours of 6:00am to 2:00pm., Monday through Friday, excluding Federal Holidays. At no point will a Bureau of Prisons (BOP) staff member receive or sign for a delivery if the contractor or his representative is not present to verify and accept the delivery.

RR. Under no circumstances will FCI Pekin or its staff be responsible for the acceptance of any Contractor or company deliveries. The Contractor shall be responsible for providing their own means of loading and unloading contractor material or equipment.

WARRANTIES (GUARANTEES)

SS. General: The warranty and guarantee provisions of the Contract Clauses apply to all Work of the contract. In accordance with FAR 52.246-21 Warranty of

Construction, and in addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the contractor or any subcontractor or supplier at any tier. The warranty shall continue for a period of one (1) year from the date of Project Substantial Completion.

TT. Refer to individual specification sections for the determination of units of Work that are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees) in excess of what is required by the Contract Clauses.
   1. Submit Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the Work and, where required, countersigned by subcontractor, installer, manufacturer, or other entity engaged by Contractor.
   2. Specified Project Warranty: A warranty that is required by contract documents to be provided for a manufactured product incorporated into the Work, regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the Work, or has written and executed a special project warranty as a direct result of contract document requirements.
   3. Coincidental Product Warranty: A warranty that is not specifically required by contract documents (other than as specified in these Requirements), but that is available on a product incorporated into the Work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

PROJECT CLOSEOUT

UU. Substantial Completion: When the Contractor considers the work substantially complete, submit the following to the Contracting Officer:
   1. A written notice that work, or designated portion thereof, is substantially complete, and request an inspection by the COR and the Contracting Officer.
   2. A punch list of remaining incomplete/non-compliant items shall accompany this written notice. Prior to the Contractor requesting substantial completion, the Contractor shall develop a punch list of incomplete and non-compliant items.
   3. Within a reasonable time after receipt of such notice, the Contracting Officer and COR shall make an inspection to determine the status of substantial completion.
   4. If the Contracting Officer determines that the work is not substantially complete:

a. The Contracting Officer will promptly notify the Contractor in writing, giving reasons therefore.
b. The Contractor shall remedy deficiencies in the work and send a second written notice of substantial completion to the Contracting Officer.
c. The Contracting Officer and COR will re-inspect the work.
d. The Contractor shall be responsible for any additional inspections by the Government that are not fault of the Government.

5. When the Contracting Officer determines that the work is substantially complete, the Contracting Officer will:
   a. Request the COR verify the Contractor's punch list. The Contractor's punch list may be amended by the COR with any open issues and any remaining items from the incomplete/non-compliant list.
   b. Request the Contractor to prepare a Certificate of Substantial Completion on a form approved by the Contracting Officer, accompanied by the punch list. This form will be used to record the established start dates for warranties and guaranties. This document provides for agreement as to the time allowed for completion or correction of work remaining, the date upon which the FBOP institution will assume possession of the work. If issued after the contract completion date, the certificate establishes the date upon which liquidated damages cease.

VV. Final Inspection and Acceptance: The Contractor shall diligently complete all punch list items before a Final Inspection is scheduled.

1. When the Contractor considers the work complete, he/she shall submit a written certification to the Contracting Officer stating the Work has been completed and inspected for compliance with the Contract Documents; and the Work is ready for final inspection. The Contractor shall give the COR a minimum of ten (10) working days advanced written notice of the date on which the work will be fully completed and ready for the Government's final inspection.
2. The Contracting Officer and the COR shall make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the Contracting Officer consider that the work is incomplete or defective;
   a. The Contracting Officer will promptly notify the Contractor in writing, listing the incomplete or defective work.
   b. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Contracting Officer when the work is complete.
   c. The Contracting Officer and the COR will re-inspect the work.
   d. The Contractor shall be responsible for any additional inspections by the Government that are not fault of the Government.

e. The Contracting Officer will assign monetary value to all punch list items not completed, and to all required submittals not received, as of the date of Final Acceptance. The total value of those items shall be retained and/or deducted from the Contractor's final payment until the Contractor demonstrates to the Contracting Officer's satisfaction that such items have been completed or corrected.

4. When the Contracting Officer finds that work is acceptable under the Contract Documents, the Contracting Officer will request the Contractor to complete all remaining closeout submittals and contract requirements, including but not limited to: GSA Form 1142 – Release of Claims, operating and maintenance manuals, record documents, warranties, guarantees, certificates, clearances, and bonds.
5. When all work is acceptable, the Contracting Officer will issue a Certificate of Contract Completion, GSA Form 218, or other approved form to the Contractor for signature.

WW. Final Application for Payment: After the work is fully accepted by the Contracting Officer, the Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the Contract requirements. As required by the Contracting Officer, the final application for payment shall include affidavits that all bills have been paid. The Contractor's submission of the final application for payment shall signify that the work is complete, and that the Contractor has vacated the Project work site.

END OF SECTION