Invitation For Bid

Solicitation Number: BR030714

Agency: Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Title: Removal and Installation of Boiler

Description:

THIS IS A SUBCONTRACTING OPPORTUNITY

The Carl D. Perkins Job Corps, operated by Horizons Youth Services is requesting proposals for the removal of existing Precision boiler and installation of new Lochinvar boiler. After installation, the subcontractor shall check for leaks, start and test operation of new boiler, and supply 1 year warranty on workmanship.

Construction Agreement and Scope of Work are attached. Davis-Bacon clause will apply to this subcontract.

For questions regarding this project, contact Annette Osborne, Buyer, via e-mail (preferred) osborne.annette@jobcorps.org, or by calling 606-433-2258.

Place of Contract: Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Closing Date of Submission Monday January 20, 2014 11:59 p.m.

Primary Point of Contact: Annette Osborne, Buyer
Email: osborne.annette@jobcorps.org
Phone: (606)433-2258

Secondary Point of Contact: Paula Davis
Email: davis.paulena@jobcorps.org
Phone: 606-433-2259

Contracting Office Address: Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653
AGREEMENT FOR
BOILER REPLACEMENT
FOR CARL D. PERKINS JOB CORPS

AGREEMENT FOR
BOILER REPLACEMENT
FOR CARL D. PERKINS JOB CORPS
HORIZON YOUTH SERVICES
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AGREEMENT
CARL D. PERKINS JOB CORPS CENTER

This Agreement is for the purpose of replacement of boiler in Rosenburg Dormitory as set forth below for the Carl D. Perkins Job Corps Center operated by Horizons Youth Services under Contract number DOL-JO9-PA-0005 with the United States Department of Labor. The extent of the work is described in Section II - Scope of Work.

The general conditions of the contract for construction/renovation shall be consistent with the Federal Acquisition Regulation (FAR) except as modified or amended herein. A copy of the FAR can be obtained on-line at www.acquisition.gov.

This is subcontracting opportunity and pending funds from the Department of Labor.

Section I: Definitions

a. "Center" as used in this agreement shall mean the Carl D. Perkins Job Corps Center, a residential training and education institution located at 478 Meadows Branch, Prestonsburg, KY 41653.

b. “Center Director" as used in this agreement shall mean the individual duly appointed by center operator with responsibility and authority for planning, budgeting, contracting, directing, and operating the entire program at the center. The terms “Center” and “Center Director” are used interchangeably.

c. "Center operator" as used in this agreement shall mean the Horizons Youth Services (HYS), 102 West High St, Glassboro, NJ 08028.

d. “Purchasing Agent” as used in this agreement shall mean the center operator’s representative who has the authority to enter into, administer and terminate contracts and may make related determinations and findings.

e. “Engineering Support Contractor (ESC)” as used in this agreement shall support the Purchasing Agent and the Center by providing technical assistance during the design and construction phases. The ESC has no authority to make any changes to the Agreement or to cause any additional expense to be incurred by the Center. In addition, the ESC has no responsibility to make inspections of the construction; the ESC will provide comments to the Center on observations made.

f. “Project Manager” or “Contract Administrator” as used in this agreement shall mean the Purchasing Agent’s representative in support of contract administration.

g. "Students" as used in this agreement shall mean those individuals who are enrolled in the center and entitled to services as hereinafter defined.

h. "Subcontractor", “Builder”, “Contractor” as used in this agreement shall mean the company whose personnel are certified and/or licensed to perform the work, and who is the other party in this subcontract.

i. "Department of Labor" as used in this agreement shall mean the United States Department of Labor (DOL), Employment and Training Administration (ETA), Office of Job Corps or its designee.
Section II: Scope of Work:

SCOPE OF WORK

FOR

BOILER REPLACEMENT

IN

ROSENBURG DORMITORY

AT THE

CARL D. PERKINS JOB CORPS CENTER

PRESTONSBURG, KENTUCKY

JANUARY 10, 2014

PROJECT NO.: BR011014
I. GENERAL

The intent of this Scope of Work is to provide construction services for the replacement of boiler in Rosenberg Dormitory.

II. SUGGESTED SPECIAL CONDITIONS

1. Asbestos-Containing Materials

An asbestos survey of the center’s buildings was conducted in May 1990. The survey identified asbestos-containing materials (ACM) in building(s). A copy of the report will be made available to the Contractor. **No asbestos abatement is anticipated under this Scope of Work.** The Contractor shall design and conduct all work so as to avoid disturbing ACM.

If disturbance of ACM is unavoidable, the Contractor shall conduct asbestos abatement only as necessary to complete the work identified in this Scope of Work; the Contractor shall notify the Job Corps Center prior to conducting any asbestos abatement work, and shall coordinate the scheduling of any abatement work with the center. All asbestos abatement work must be conducted in accordance with applicable federal, state, and local regulations; the Contractor shall be responsible for all notifications, permits, fees, or licenses required to conduct asbestos abatement. The Job Corps Center is regulated as a Local Education Authority under the Asbestos Hazards Emergency Response Act (AHERA).

Following completion of any required asbestos abatement, the Contractor shall submit a final abatement report certifying that asbestos abatement work has been completed in accordance with all applicable Federal, State and Local regulations. The abatement report shall include: copies of all daily project monitoring logs; copies of all baseline, personnel, area and clearance air sample results; names, social security numbers, licenses (if applicable), training certifications, and medical surveillance certifications for all abatement workers and abatement supervisors; copies of waste disposal manifests; floor plans identifying the exact locations where ACM was removed as part of this Scope of Work; and other pertinent information relating to the asbestos abatement project.
III. SCOPE OF WORK

The Contractor shall supply new Lochinvar Boiler model # SNA500-125 @500,000 BTU in the space provided in the Rosenburg Dormitory. Requirements are as follows:

- Disconnect existing Precision boiler
- Install new Lochinvar Boiler
- Check for leaks
- Start and test operation of new boiler
- Supply 1 year warranty on workmanship

No Asbestos containing building materials (ACBM) can be used in this project

Section III: Construction Requirements and Specific Conditions of the Agreement

A. Codes

In accordance with the Scope of Work, the contractor shall obtain all applicable permits and comply with all applicable building codes, ordinances, and regulations which are enforced by City, County, State or relevant Federal agencies. OSHA and EPA regulations shall also apply.

All construction work shall adhere to the current edition of the National Fire Protection Association (NFPA) Standard No. 101, Life Safety Code. References and standards referenced with NFPA No. 101 are considered part of the Life Safety Code and serve as minimum requirements when applicable. Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations shall also apply.

All electrical work shall meet the requirements of the latest edition of the National Electrical Code (NEC) and the Illuminating Engineering Society (IES) Handbook. All ventilation work shall meet the requirements of ASHRAE Standard 62.1989. All plumbing work shall meet the requirements of the latest edition of the National Plumbing Code.

All new work of this project shall be in accordance with federal directives for energy conservation. All construction shall conform to the current edition of the Model Energy Code used in the state where the work is performed. With respect to energy and water conservation and in conformity with EPACT-92, Title 10 Code of Federal Regulations (10CFR), and Executive Order #12902, all HVAC, plumbing and electrical systems and other energy related components of the work shall meet or exceed Standard ASHRAE/IES 90.1 and/or local conservation codes, whichever is the more stringent.

All conflicts and requests for interpretation or clarification regarding permits and codes shall be submitted in writing to the Purchasing Agent, Carl D. Perkins Job Corps Center.
B. **Davis-Bacon Act**

This project is subject to the provisions of the Davis-Bacon Act for construction work on a federally funded Job Corps center. Accordingly, the contractor shall be required to conform to the latest wage rate decision for the locality. The Workforce Investment Act (WIA) imposed Davis-Bacon labor standards upon contractors and subcontractors. It provides that all laborers and mechanics employed by contractors and subcontractors in any construction, alteration or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in accordance with the Davis-Bacon Act. The contractor shall provide proof of compliance with wage rate and fringe percentage via weekly payroll records and certification that employees are being paid according to payroll records. The Certified Payroll Records shall be submitted to the Purchasing Agent using the sample form in Attachment 9. The current form and instructions for using the form (wh347 dated 2008), and obtaining a fillable PDF of the form, can be obtained on the web at [http://www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm). The contractor shall submit a copy of all weekly payroll forms with each invoice for payment, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. The Purchasing Agent will compare the payroll record with the daily visitor sign in log. Any discrepancies between the payroll record and the center log shall be reconciled by the Contractor before a progress payment will be made. The Contractor shall be required to post bilingual (English, Spanish) signs in prominent locations at the project site informing all workers of their right to Davis-Bacon wages.

C. **Required Insurance**

Prior to the Center issuing a Notice-To-Proceed (NTP) with the Work, the Contractor shall provide the Purchasing Agent with proof of insurance via appropriately executed certificate of insurance and deliver same to Horizons Youth Services (HYS), Carl D. Perkins Job Corps Center. Such certificate shall identify this contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered until at least thirty (30) days prior written notice has been given to HYS.

Without limiting any liability or any other obligations of the Contractor, the Contractor shall provide and maintain and cause its subcontractors to provide and maintain insurance coverage with forms and insurers acceptable to HYS, until all obligations under this contract are satisfied, as follows:

1. Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of this contract, and Employers' Liability insurance with a minimum limit of five hundred thousand dollars ($500,000).

2. Commercial General Liability insurance with a minimum combined single limit of one million dollars ($1,000,000) each occurrence. The policy shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual, contractor's protective, products and complete operations.

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3. Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence with respect to Contractors' vehicles (whether owned, non owned, or hired) assigned to or utilized in the performance of this contract.

The policies required shall name HYS, its agents, officials and employees as additional insured and shall specify that the insurance afforded the Contractor shall be primary insurance and that any insurance coverage carried by HYS or its employees shall be excess coverage except as provided by state law, and not contributory insurance to that provided by the Contractor.

Failure on the part of the Contractor to provide and maintain the required liability insurance and provide proof thereof to HYS within thirty (30) days following commencement of a new policy period, shall constitute a material breach of the contract upon which HYS may immediately terminate this contract.

D. **Indemnification**

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Horizons Youth Services, U.S. Department of Labor, the ESC and its stockholder, employees, technical advisors, agents, successors and assigns from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, or actions in respect thereto, whether caused by that its negligence or intentional acts or omissions, arising out of or resulting from the performance of its (or its employees, contractors, or agents) work under this Agreement. This indemnification shall include claims for property damage, and for loss or expense attributable to personal injury, sickness, disease, or death or injury or destruction of tangible and non-tangible property including the loss of use resulting there from. Neither party shall be responsible for failure to perform under this Agreement due to circumstances beyond its control. This clause shall survive the term of this Agreement.

E. **Facility Operating Hours**

The center shall remain in operation throughout construction. All construction activity shall be coordinated with the Purchasing Agent in order to minimize disruption to center operations. All anticipated interruptions to center operations shall have prior approval from the Purchasing Agent at least 36 hours in advance of the interruption.

Contractor access to the work site shall be limited to the period of time 7:00 a.m. to 5:00 p.m., daily.

No work will be performed on weekends unless the contractor receives prior approval from the Purchasing Agent.

F. **Supervision and Discipline**

The Contractor shall provide a competent job superintendent, job foreman, or lead man who is authorized to act for the contractor and be on site daily to oversee and direct the work. The
contractor's employees shall conduct themselves in an orderly manner and adhere to all the center rules and regulations.

The Center and HYS reserve the right to direct the removal of any Contractor's employee for conduct in violation of center regulations or conduct which is deemed detrimental to the center operation.

The Contractor, its agents, employees, subcontractors or any one whom the Contractor may be responsible for shall:

i) Prior to entering the center, sign the visitor log at Security

ii) Observe security regulations

iii) Not be permitted to utilize the food services facilities

iv) Not fraternize with students

v) Not consume or transport alcohol, drugs or firearms onto the center

G. Notice To Proceed

The contractor shall begin the work from written "Notice to Proceed". A pre-construction meeting shall be scheduled by the Center to be conducted after the Agreement is fully executed and after all required insurance and bonds have been accepted by the Center. The pre-construction meeting shall be held at the center and prior to commencement of the work. The Notice to Proceed letter will be provided to the contractor at the pre-construction meeting. Those in attendance shall include the Purchasing Agent, center director, center department supervisors affected by the work, center technical advisor(s), contractor's Superintendent, Project Manager and Principal of Firm, key subcontractors, and representatives of key equipment and materials manufacturers. The meeting agenda shall include significant items that may affect the project, such as but not limited to: design submittals, on-board design reviews, approval of design documents, progress meetings, schedule of values, progress payments, Davis-Bacon payroll reports, construction schedule, construction sequencing, access to the center, use of the premises and rules of conduct, construction staging area, material and tool storage, receiving, security, training of center staff, maintenance and operating manuals, final payment and closeout documents.

Prior to commencing work, the Contractor shall submit to the Purchasing Agent a list of all employees which shall include name, company and title and trade, and trade classification consistent with Davis Bacon Payroll form, who are or will be assigned to work on the project. The Contractor shall update the "authorized" list, adding or deleting names as necessary with each invoice for payment. The list will be maintained at the Security office, main gate. Employees showing up at the main gate whose names are not on the authorized list shall be denied access to the Center.

All employees shall individually sign the visitor log, identifying the company they represent and the time of entry. All employees upon leaving shall sign out indicating time of departure.
H. **Construction Schedule**

The Contractor shall submit a detailed schedule (Gantt chart) for construction progress to the Purchasing Agent for review and approval prior to commencing work. The schedule shall show the complete sequence of construction by activity with anticipated beginning and ending dates. After commencement of work the Contractor shall continually update and revise the schedule and immediately notify the Purchasing Agent in writing of any delays.

The Contractor shall submit an updated Project Schedule with each application for payment.

I. **Protections**

The Contractor shall provide temporary barricades and other forms of protection as required to protect center personnel and students from injury. The contractor shall protect from damage existing facilities and finishes to remain, and promptly repair damages at no additional cost to the contract.

The Contractor shall receive and store all materials, equipment, and other items to be used in accomplishing the work and to protect them against loss or damage from every source. The Contractor shall be responsible for all equipment and materials brought onto the center and shall replace damaged or stolen items at own expense. The Center shall not be held to have incurred any liability for loss of, and damage to, materials, tools, and equipment of Contractor by contract or otherwise. The Center shall not in any way be liable or responsible for damage or loss to work due to trespass or theft.

J. **Submittals- Product data, Shop drawings, Samples**

The Contractor shall prepare a submittal check list of all items requiring the Center's approval and/or selection and submit it to the Purchasing Agent. The check list shall have space for, date submittal received, date submittal returned approved, date submittal returned not approved, date of resubmission. A list of sample document submissions has been provided in attachments 4 thru 15.

K. **Temporary Facilities and Construction Signs**

Mobile storage/office facilities and temporary construction signs shall be at the expense of the contractor. Coordinate with the center for location of a staging area and vehicle parking. Electricity will be made available by the center. Connection to existing power shall be by the contractor at the contractor's expense. Phone/fax/internet connection and service shall be at contractor's expense. Temporary constructions signs shall be for the purpose of directing contractor personnel and construction deliveries to the project site; all construction signs shall be coordinated with and approved by the Purchasing Agent. Provide, operate, and maintain temporary equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, at on-site access roads, and parking areas during construction. Remove temporary equipment and facilities when no longer required, restore grounds to original conditions.
L. **Collection and Disposal of Waste**

The contractor shall, at the end of each work day, store properly and secure all hazardous and potentially dangerous material substances used in the work. Construction debris shall be collected daily by the contractor and disposed of, off center, in accordance with applicable law. The contractor shall be responsible for all fees, permits, etc., required for construction waste management and disposal. Copies of Certificates of Disposal for hazardous materials must be submitted to the Purchasing Agent.

M. **Changes in the Work**

Minor changes in the work that the Center or Contractor may recommend and, do not involve adjustment to the Contract Sum or the Performance time shall be made through written instruction from the Purchasing Agent authorizing the Contractor to proceed with the agreed upon changes.

Changes in the work that do involve adjustment to the Contract Sum or the Performance time or both are Contract modifications that shall be executed as Change Orders on AIA Document G 701 or equivalent. Reference the Federal Acquisition Regulation (FAR) 52.243-4. For Contract modifications requested by the Center or initiated by the Contractor, the Contractor shall prepare and submit for approval, a change order proposal (see attachment 11). Procedures for preparing and processing change order proposals shall be as follows:

- The proposal shall include a statement outlining the reason for the change, i.e. unforeseen conditions, product substitution, value engineering, etc. and complete description of the change.
- Include a list of quantities of products to be purchased and unit costs. Indicate the amount of trade discounts.
- If product or system substitution is being requested, provide complete supporting data from both specified product/system and proposed substitute product/system for evaluation by the Center. Provide additional information to substantiate products and/or systems are equal or better with respect to this project application.
- Include a statement indicating the effect the proposed change will have on the Contract performance time (number of days added or deleted) and construction schedule.
- Show the total cost of the proposed change in such change order proposals that increase the contract.
- When the Center and the Contractor both agree to the change request as proposed or as modified, the Purchasing Agent will issue a Contract modification, Change Order for the Contractor's signature and the Center Director's signature, approving the change.
The Contractor is responsible to keep the work progressing on schedule. Requests from the Center for changes in the work and change order proposals are for information only and shall not be considered as instruction to stop work in progress, or to commence work on the requested change.

N. **Project Close-Out**

    a) **Substantial Completion:**

    i. The date of substantial completion as certified by the Purchasing Agent establishes the date of commencement of all warranties and guarantees, including but not limited to the Contractor's guarantee of workmanship for the period established by the state's statute of limitations. It also signifies the date when the contractor removes all temporary facilities and storage, its responsibility for the security of the jobsite ends, and the newly constructed facility becomes the responsibility of the center for occupancy, insurance and security.

    ii. When the contractor intends to request certification of Substantial Completion, the contractor shall provide to the Purchasing Agent all permits obtained for the project in a tabbed binder, a tabbed binder with all testing results, a binder with all of Contractor’s Daily Construction Reports, two (2) complete sets of as-built drawings on DVD/blue print format and three (3) tabbed binders of complete sets of operation and maintenance manuals (REFERENCE SCOPE OF WORK FOR ADDITIONAL DETAILS ON MANUALS) including manufacturer's product data sheets and **Material Safety Data Sheets (MSDS)** and **Safety Data Sheets (SDS)** for all relevant equipment and material supplied, and to be used by the center in the operation and maintenance of the facility, detailed parts lists and equipment maintenance requirements. In addition, re-submit certificates of manufacturer's warranties and guarantees for all equipment and materials used in the work with the date filled in when the Center certifies Substantial Completion. The warranties, signed in blue ink, shall be in a tabbed binder and shall include a summary warranty spreadsheet with a list of all items covered by warranties, a description of the item, the length of the warranty, the associated vendor’s name, a point of contact, a telephone number and email address (REFERENCE SCOPE OF WORK FOR ADDITIONAL DETAILS ON WARRANTIES).

    iii. When the contractor intends to request certification of Substantial Completion, the contractor shall conduct all maintenance and operations training of center staff (REFERENCE SCOPE OF WORK FOR ADDITIONAL DETAILS ON TRAINING). All maintenance and operation manuals must be submitted with the contractor’s written request to conduct the onsite training. The training shall be conducted by representatives of each key element of the project and who possess qualifications and experience to conduct such training. Training will be

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video-taped. Two (2) DVD copies of the video will be provided to the Center.

iv. When the contractor intends to request certification of Substantial Completion, the Contractor shall notify the Purchasing Agent in writing requesting inspection of the work (refer to sample letter of contractor notice of substantial completion) and include a comprehensive detailed list of incomplete items and a schedule for completing such items. A substantial completion inspection shall be conducted by the center representatives with the Contractor present to review the completed work and the contractor’s punch list of items. During the walkthrough inspection, the Center shall add any additional items to the contractor’s punch list that do not meet the intent of the scope of work or are not acceptable workmanship; such modified punch-list shall constitute the Final Punch-list. The Contractor shall repair the work as required until acceptable to the Center within 30 calendar days. When the Final Punch-list is completed, and verified by the Center, the contractor shall submit a second request for Substantial Completion to the Purchasing Agent.

v. Provided there are no material administrative or physical impediments preventing the complete operation of the new boiler, the Center will take ownership of the completed work and the Purchasing Agent shall issue a certificate of Substantial Completion Certificate to the Contractor.

b) Final Acceptance:

The Contractor shall provide the Center with the following prior to completion of the project and application for final payment:

i. The contractor shall submit a notice of final completion (refer to attached sample letter) and the final pay request indicating 100% completion of all work, including all inspection punch list items along with the following releases:
   - Notice of Final Completion
   - Contractor’s Release of Claims
   - Certificate of Payment to Subcontractors and Suppliers
   - Consent of Surety to Final Payment

Section IV: Performance Period

This project is to begin on ____________ and completed by ____________.
Attachment 1 – Signature Page

This agreement in the amount of $___,____.____ was executed by the parties hereto this _____day of ______________.

APPROVED*

Authorized Official (Signature)                        Subcontractor (Signature)
Thomas Rainey, Center Director                      ____________________________, President
Carl D. Perkins Job Corps                             Horizons Youth Services
Horizons Youth Services

Vendor Name ____________________________

__________________________________________
Date                                                                 Date

__________________________________________
Annette Osborne, Buyer                             Date
Horizons Youth Services, LC.

______________________
(Date)
Attachment 2 – Contract Clauses by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they are given in full text. Upon request, the Purchasing Agent shall make their full text available. General terms and conditions and flow down clauses are attached and made part of this agreement – copies are available at: http://www.horizonsyouthservices.com/

Attachment 3 – Other

MANUALS, TRAINING AND WARRANTIES

a. MANUALS

   i. Three (3) sets of complete and acceptable Operation and Maintenance manuals and two (2) complete sets of accurate as-built drawings shall be provided by the Builder to the Center as a pre-requisite for Substantial Completion.
   
   ii. Operation and Maintenance manuals must cover all elements of the system as constructed, including all relevant product data. This includes, but is not limited, to all pieces of new equipment and connections.
   
   iii. The manuals shall be in three (3) ring heavy duty binders organized by topic.
   
   iv. Organize Operating and Maintenance Data into suitable sets, bound and indexed. Mark appropriate identification on front and spine of each binder. Include the following types of information for each system/major component:
      1. Emergency instructions.
      2. Spare parts list.
      4. Wiring diagrams.
      5. Inspection procedures.

b. TRAINING

   i. Instruct Center's designated operating and maintenance personnel in the operation, adjustment and maintenance of products, equipment and systems.
   
   ii. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operation and maintenance.
   
   iii. Video record all operation and maintenance instructions given to the Center's personnel; submit two copies of the video recordings on DVD organized by logical chapters of the different major elements of the equipment to the Center for approval.
   
   iv. Training shall be completed and accepted by Center prior to functional performance testing and prior to Substantial Completion.
v. During functional performance testing and operator training, the Builder in close collaboration with Center staff verifies the performance of the boiler system and the most efficient means of maintaining the boiler moving forward.

c. **WARRANTIES**

i. All executed warranties shall be presented to the Center for review and acceptance prior to the time the Center certifies the project is Substantially Complete.

ii. The date the warranty begins shall be the date of Substantial Completion. The commencement date of the warranty shall be left blank and filled in upon certification of Substantial Completion by the Center.

iii. Indicate instances which might affect the validity of warranty.

iv. Three (3) originals signed in blue ink by an authorized representative must be provided.

v. Provide a summary sheet of all warranties in spreadsheet format. The summary shall include a description of the item, the time duration of warranty, the name of the firm providing the warranty, contact person with telephone number, mailing address and email address.

d. **QUALITY ASSURANCE**

i. During functional performance testing and training, the Vendor in close collaboration with Center staff verifies the installation of the boiler, and determines the most efficient methods of maintaining the equipment moving forward.

e. **CUT AND PATCHING**

i. Permission by the Center to patch any items of work does not imply a waiver of the Center’s right to require complete removal and replacement in said areas and of said items if, in the Center’s opinion, patching does not satisfactorily restore quality and appearance of work.

ii. Requirements for Structural Work: Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

iii. Operational and Safety Limitations: Do not cut-and-patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.

iv. Visual Requirements: Do not cut-and-patch work that is exposed on exterior in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut-and-patch work, both as judged by the Contracting Officer. Remove and replace work judged by the Center to be visually unsatisfactory.
v. Provide materials for cutting-and-patching which will result in equal-or-better work than the work being cut-and patched, in terms of performance characteristics and including visual effect where applicable. Use materials identical with the original materials where feasible and where recognized that satisfactory results can be produced thereby.

f. WORKMANSHP:

i. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
ii. Perform work by persons qualified to produce workmanship of specified quality.

g. STORAGE AND PROTECTION:

i. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
ii. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
iii. For exterior storage of fabricated products, place on sloped supports above ground. Cover
iv. Products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
v. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
vi. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged and are maintained under required conditions.
vii. After installation, provide coverings to protect Products from damage from traffic and construction operations, remove when no longer needed.

h. FINAL CLEANING:

i. Employ experienced workers or professional cleaners for Final Cleaning. Clean each surface to the condition expected in a normal building cleaning and maintenance program.
ii. Comply with manufacturer's instructions and recommendations.
iii. Complete the following cleaning operations prior to requesting the Certification of Substantial Completion:
   1. Remove labels that are not permanent.
   2. Clean glass, glossy surfaces and mirrors.
   3. Clean site areas of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; rake ground surfaces clean.
2. **GENERAL CONDITIONS**

a. Builder shall protect all existing buildings, utilities, and other structures at the Center. Restore all damage caused by the Vendor to the original condition, with approval of restoration by the Center.

b. Builder shall coordinate location of material lay down areas with the Center. Located proposed location(s) on drawing as part of proposal.

c. Builder shall plan, supervise and coordinate the work by all its workers and its subcontractors on the jobsite.

d. Builder is responsible for locating and avoiding all existing buried utilities during this work.

e. Builder shall be licensed to practice Construction Work in Prestonsburg, KY, and shall submit such documentation in its proposal.

f. The Builder shall comply with all applicable KY and Federal OSHA regulations and maintain a safe working environment within the limits of the Boiler Project.

g. Security: Builder shall be solely responsible for the security of its construction operations. Provide secure temporary measures to prevent vandalism, theft, and similar violations of security.

h. Builder shall coordinate with the Center on all parking, access of workers to site, and placement of construction signs, construction traffic control and routes on center. Builder shall prohibit parking in non-designated areas.

i. The center shall remain in operation throughout the construction phase. All proposed interruptions to center operations must have prior written approval from the Center Director. The Builder shall, as part of this contract, coordinate with the center to develop a set of construction documents that will minimize and identify any disruption of center operations during construction.

j. Builder shall not close or obstruct any portion of any street, public or private, without obtaining permits therefore from the proper authorities. If any street or private way shall be rendered unsafe by the Builder's operations, the Builder shall make such repairs or provide such temporary ways or guards as shall be acceptable to the governing authority.

k. The Builder’s access to the work site shall be coordinated with the Center Director or designated representative. However, normal work hours shall be from 7:00 a.m. to 5:00 p.m. daily unless otherwise agreed to in writing by the Center Director. No work shall be performed on weekends unless the Builder receives prior approval in writing from the Center Director.

l. **Project Close-out:** This paragraph lists administrative and procedural requirements during contract closeout, including, but not limited to:
   i. Record document submittal.
   ii. Operating and maintenance data.
   iii. Warranties.
   iv. Training.
   v. Functional testing and demonstration of all systems.
   vi. Provide all affidavits, certifications, and other requirements of local authorities having jurisdiction.
vii. Substantial Completion.
viii. Punch list.
ix. Final cleaning.
x. Final Completion.
Attachments 4 - 15:

The following documents are samples only. The Vendor is not required to use these samples. However, by conforming to these formats, you will help expedite resolution of the issues involved.
TO BE TYPED ON CONTRACTOR’S LETTERHEAD

[DATE]

Ms. Annette Osborne  
Purchasing Agent  
Carl D. Perkins Job Corps Center  
478 Meadows Branch  
Prestonsburg, KY 41653

Subject: Project Schedule Update  
Contract No: AE-____________  
[Project Title]  
______________Job Corps Center  
[City, State]

Dear Ms. Osborne:

Attached herewith is our updated construction schedule, as required by the contract to be submitted with each invoice for payment, indicating our scheduled and actual progress. Please note delays in two areas:

1. Foundation excavation at Building No. 6 is approximately two weeks behind schedule. This is due primarily to a ground water problem as discussed in our letter dated June 1, 2008. This problem has been resolved and we anticipate being back on schedule by the end of the next month.

2. We have been informed that, due to a strike at the factory, the transformer serving Building No. 3 will be approximately eight weeks late. We are currently contacting other manufacturers.

All other items on this progress chart are on schedule.

If you have any questions concerning this, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]

Attachment
TO BE TYPED ON CONTRACTOR’S LETTERHEAD

[DATE]

Ms. Annette Osborne
Purchasing Agent
Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Subject: Request for Payment No. ___ [Partial] or [Final]

Contract No. __________________________

____________________ [Project Title]

______________________ Job Corps Center

Dear Ms. Osborne:

[Partial] [Final] payment is requested on the subject contract in the amount of

______________________ Dollars [$______________].

Justification for the payment and a summary of the present status of the account
is attached.
Please make checks payable to:

Sincerely,

[Signature and Name of Contractor]
**APPLICATION & CERTIFICATE FOR PAYMENT**

<table>
<thead>
<tr>
<th>To Owner:</th>
<th>Project:</th>
<th>Application Number:</th>
<th>Distribution:</th>
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<tbody>
<tr>
<td>Trump Corp</td>
<td>Olympic World Project</td>
<td>4</td>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>123 Broadway</td>
<td>345 Site Street</td>
<td></td>
<td>ARCHITECT</td>
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<td>New York, NY 12345</td>
<td>WorkSmart, CA 12345</td>
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<td>File</td>
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<th>ARCHITECT:</th>
<th>Contract Work:</th>
<th>Project Number:</th>
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<td>Professional Contracting Inc.</td>
<td>Cueter, Wright &amp; Libskind</td>
<td>Consulting &amp; Site Prep</td>
<td>12345</td>
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<tr>
<td>10000 Boulevard</td>
<td>999 Upright Road</td>
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<td>345 Site Street</td>
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<tr>
<td>Anytown, USA 10001</td>
<td>San Arch, CA 54321</td>
<td></td>
<td></td>
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</table>

**APPLICATION & CERTIFICATE FOR PAYMENT**

Refer to continuation sheets attached for detailed breakdown.

1. **Original Contract Amount:**
   - 460,000.00

2. **Net Changes to Contract:**
   - 30,000.00

3. **Total Contract Amount:**
   - 490,000.00

4. **Total Completed and Stored to Date:**
   - 270,000.00

5. **Retainage:**
   - a. 15.0% of Completed Work: 34,275.00
   - b. 10.0% of Stored Material: 4,150.00
   - Total Retainage: 38,425.00

6. **Total Completed Less Retainage:**
   - 231,575.00

7. **Less Previous Applications:**
   - 189,975.00

8. **Current Payment Due:**
   - 41,600.00

9. **Balance To Finish Including Retainage:**
   - 258,425.00

**Contractor's Application for Payment**

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous.

**Contractor's Certification:**

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous.

**Architect's Certificate for Payment:**

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in it.

**Amount Certified:**

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

**Architect:**

The Amount Certified is payable to the contractor listed above.

---

Form 702G

Created using the unlicensed version of Paymee.
**PAYMENT APPLICATION DETAIL**

**APPLICATION NO:** 4  
**FOR PERIOD ENDING:** Mar 30, 2008

**FROM:** Professional Contracting Inc.  
**PROJECT:** Olympic World Project  
**NO:** 12345

**WORK CATEGORY**  
**DESCRIPTION**  
**SCHEDULED VALUE**  
**PREV. APP. VALUE**  
**THIS APP. VALUE**  
**TOTAL VALUE**  
**% FINISH**  
**BALANCE TO FINISH**  
**RETAI NAGE VALUE**

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<th>Item No.</th>
<th>Description</th>
<th>Scheduled Value</th>
<th>Prev. App. Value</th>
<th>This App. Value</th>
<th>Total Value</th>
<th>% Finish</th>
<th>Value</th>
<th>Retainage Value</th>
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**EXTRA WORK SECTION 1**

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<th>Total Value</th>
<th>% Finish</th>
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<td>-</td>
<td>(30,000)</td>
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**Total Base Contract Work:** 460,000  
**Total Extra Work:** 30,000  
**Grand Total:** 490,000

**GRAND TOTAL:** 490,000  
**WITH RETAINAGE:** 56,000  
**TOTAL:** 476,000
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<th>Hire Date</th>
<th>Total Hours</th>
<th>Gross Pay</th>
<th>FICA</th>
<th>State</th>
<th>Federal</th>
<th>Total Deductions</th>
<th>Net Pay</th>
<th>Hours</th>
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*Public Notice Statement*

We estimate that it takes an average of 15 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing the burden, send them to the Administrator, Wage and Hour Division, EBSA, U.S. Department of Labor, Room S5050, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
Attachment 8 – Sample Davis Bacon Weekly Payroll, continued

Date

(Name of Signatory Party) (Title)

I, 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

[Date of] and ending the [Date 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 account of said

[Contractor or Subcontractor]

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 allowed in regulations, 29 C.F.R. 5.11, 5.13, 5.15; Title 29, Code of Federal Regulations, Part 5, § 5.11, 5.13, 5.15; the Secretary of Labor under the Cogeneration Act, 42 U.S.C. § 2143, and as allowed by

[Contractor or Subcontractor]

(2) That any payroll otherwise submitted for the above period is correct and complete, that the wage rates for laborers or mechanics employed therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications and titles therein are correct and that the work for which the wages were paid is that for which the contract provides;

(3) That any persons employed in the above period are duly enrolled in a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training, United States Department of Labor, or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor;

(4) That the

[Contractor or Subcontractor]

wages herein benefited 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 listed in section (4) below.

[Signature]

(5) WHEREFORTH BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

The false certification of any of the above statements may subject the contractor or

[Contractor or Subcontractor]

to civil penalties, criminal prosecution, imprisonment, or both, under Sections 10(b) and 14(a) of the

[United States Code]
TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Ms. Annette Osborne
Purchasing Agent
Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Subject: Notice of Schedule for Substantial Completion
Contract No. 99-7-8000-14-025-01
ANY TOWN Job Corps Center

Dear Ms. Osborne:

This letter is to inform you that the work on the subject is scheduled to be substantially complete within 10 work days.

Binders containing all permits obtained for the project, all testing results, the Contractor’s Daily Construction Reports, Operation and Maintenance manuals, Warranties (the date of Substantial Completion to be filled in upon the center’s certification), and the warranty spreadsheet, have been turned over to center staff (see attached receipt) for the center’s review and approval. Training of center staff on the operation and maintenance of the equipment and systems has been tentatively scheduled for next week on [Tuesday, August 10, 2012] starting at (8:00 am). Videotaping arrangements have been tentatively scheduled for this time. Please confirm the center agrees that training may commence on this date.

In addition, we will submit to you shortly our list of outstanding items to be completed for your review; and upon receipt, we respectfully request the center conduct its own walk-through of the project to confirm our punch list and to add any items you observe need to be completed.

If you have any questions, please contact me at any time.

Sincerely,

[Signature and Name of Contractor]
[DATE]

Ms. Annette Osborne
Purchasing Agent
Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Subject: Life Safety Improvements
Contract No. 99-7-8000-14-025-01
ANY TOWN Job Corps Center

Dear Ms. Osborne:

We submit herewith our proposal in the amount of $4,271.90, as an addition to our contract price to replace the existing drywall and finish paint new surfaces as described in the letter dated January 22, 2008, from Smith Associates, Architects. An itemized breakdown of all labor and materials is included for your review.

Additionally, the contract period of performance will have to be extended by 20 days to accomplish this additional work. Looking forward to hearing from you on this.

Sincerely,

[Signature and Name of Contractor]

____________________________________________________________________

APPROVED/DISAPPROVED
[DATE]

Ms. Annette Osborne  
Purchasing Agent  
Carl D. Perkins Job Corps Center  
478 Meadows Branch  
Prestonsburg, KY  41653

Subject: Notice of Substantial Completion  
Contract No. ______________________  
[Project Title] ______________________  
___________ Job Corps Center

Dear Ms. Osborne:

This letter is to inform you that the work on the subject is substantially complete.

The center has received and accepted the binders containing all permits, testing results, Daily Construction Reports, Operation and Maintenance manuals, and Warranties (the date of Substantial Completion has been filled in), and the warranty spreadsheet. Center staff has been trained on the operation and maintenance of the equipment and the training video tapes have been turned over to center staff. In addition, we acknowledge receipt of the center’s punchlist (copy attached) and agree to complete all items within 30 calendar days. Furthermore, we understand that final payment will be made after satisfactory completion of all punchlist items. In conclusion, we respectfully request the center issue the Certificate of Substantial Completion.

If you have any questions or comments, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]
[DATE]

Ms. Annette Osborne  
Purchasing Agent  
Carl D. Perkins Job Corps Center  
478 Meadows Branch  
Prestonsburg, KY 41653

Subject: Notice of Final Completion  
Contract No. ____________________  
[Project Title]  
______________Job Corps Center

Dear Ms. Osborne:

This letter is to inform you that we have completed all outstanding work as listed on the attachment to the Certificate of Substantial Completion, and all work within our contract. We respectfully request a walk-thru inspection of the project by the prior to the project closeout.

If you have any questions concerning this, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]
Attachment 13 – Contractor’s Release of Claims

U.S. DEPARTMENT OF LABOR * Employment and Training Administration

CONTRACTOR’S RELEASE

Instructions to Contractor: Submit original and 2 copies all with original signatures

Pursuant to the terms of Contract No. ____________________________ and in consideration of the sum of (Total of amounts paid and payable) ____________________________ Dollars ($______________) which has been or is to be paid under the said contract to (Contractor’s Name and Address)

hereinafter called the Contractor or to its assignees, if any, the Contractor upon payment of the said sum by the UNITED STATES OF AMERICA hereinafter called the Government, does remise, release, and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where amounts are not susceptible of exact statement by the Contractor, as follows (if none, so state):

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said Contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in said Contract.

3. Claims arising from audits.

IN WITNESS WHEREOF, this release has been executed this ________________ day of _______________________.

(Contractor or Corporate Name) ____________________________

(By) ________________________________________________ (Title) ____________________________

WITNESSES

NOTE: In case of a corporation, witnesses are not required, but the certificate below must be completed

CERTIFICATE

I, ______________________________ CERTIFY that I am the (Official Title) ______________________________ of the corporation named as Contractor in the foregoing release, that ______________________________ (Official Title) ______________________________ who signed said release on behalf of the Contractor was then (Official Title) ______________________________ of said Corporation; that said release was duly signed for and in behalf of said Corporation by authority of its governing body and is within the Scope of its corporate powers.

(CORPORATE SEAL) ______________________________

____________________________

ETA 3-24 (8/76)
TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Ms. Annette Osborne
Purchasing Agent
Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Dear Ms. Osborne:

WHEREAS, the undersigned, [Name of Subcontractor], has been employed by [Name of Contractor], to furnish the following labor and/or materials, to wit: [Insert appropriate information], for the premises known as the [Name of] Job Corps Center, located in [City and State].

NOW, THEREFORE, the undersigned, for and in consideration of the sum of [Written Amount] Dollars [$ __________], and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release any and all lien or claim of right to lien under statutes of the State of ____________ relating to mechanics' liens, with respect to and on the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or on account of the said contractor or said owner, for the above-described premises.

Dated this [day] day of [Month, Year]

By:

[Subcontractor's Signature]

[Typed Name and Title]

Notary Public
TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Ms. Annette Osborne
Purchasing Agent
Carl D. Perkins Job Corps Center
478 Meadows Branch
Prestonsburg, KY 41653

Dear Ms. Osborne:

In accordance with the provisions of the Construction Contract between the [Name and Address of Contractor], the [Name and Address of Surety], on bond for the Construction Contractor as indicated above, hereby approves of the final payment to the Construction Contractor, and agrees that final payment to the Construction Contractor shall not relieve the Surety Company of any of its obligations to Horizons Youths Services DBA, Sacramento Job Corps Center, as set forth in said Surety Company's bond.

[Company Name]
[Signature of Authorized Representative]
[Title]
[Date]
[Corporate Seal, when applicable]
SHIELD
COMMERCIAL WATER HEATER

5 MODELS FROM
150,000 TO 500,000 BTU/HR

NO EFFICIENCY LOSS FROM LIME SCALE

VIRTUALLY SILENT OPERATION

ADVANCED SMART CONTROL™

VENTING UP TO 100 FEET

96% THERMAL EFFICIENCY

Lochinvar
High Efficiency Water Heaters, Boilers and Pool Heaters

Lochinvar.com
96% Efficiency – For Life.

The SHIELD™ commercial water heater delivers best-in-class innovation from Lochinvar. It operates at 96% thermal efficiency, with inputs up to 500,000 Btu/hr, and provides a 100% effective defense against a water heater’s worst enemy—lime scale buildup inside the tank.

SHIELD uses the industry’s most advanced stainless steel heat transfer system. Sealed combustion technology delivers a quiet and environmentally friendly supply of heat to the system. Plus, with drawdown capacity as much as 15% higher than typical tank-type heaters, you get more usable hot water than any other competing models.

The result is quiet, long-lasting green performance...life cycle efficiency that keeps saving money, year after year.

Long-Lasting Life Cycle Efficiency

High-efficiency tank-type water heaters have one thing that SHIELD does not, energy-robbing lime scale buildup.

This insulates the water from the heat source, decreasing thermal efficiency, which increases operating costs. Additionally, the rate of scaling increases with temperature and usage. Just a ¼” of lime scale buildup will cause increased fuel consumption and raise operating costs as much as 25%. Lime scale buildup also requires periodic acid washes in the tank that will simply result in a shorter useful life of the equipment.

Because SHIELD has no flue tubes inside the tank, the impact of lime scale is eliminated, ensuring high efficiency and low operating costs throughout its life cycle. The chart below illustrates SHIELD’s consistent “life cycle efficiency” compared to both standard and high-efficiency tank-type units which utilize flue tubes for heat transfer.

In-tank” flue tubes and heat exchangers suffer from lime scale buildup beginning from the first hours of operation.

Efficiency Loss Due to Lime Scale Buildup

High-Efficiency Tank Types

- 100%
- 90%
- 80%
- 70%
- 60%

Standard Tank Types

- 50%
- 40%
- 30%
- 20%
- 10%
- 0%

Operating Efficiency

Years of Operation

Fully Modulating Burner with 5:1 Turndown

‘Neg/Reg’ Sealed Combustion Technology
**Advanced Electronic Control**

SHIELD features the ultimate water heater control which makes system setup, service and operation a breeze. A 2-line, 16-character backlit LCD display gives readouts of setup, system status and diagnostic information in words, not codes. SMART CONTROL™ also includes:

- Night Setback
- Time Clock
- Alarm Contacts
- Runtime Contacts
- Service Mode
- Last 10 Lock-Outs

---

**6 Venting Options!**

**Conventional Venting Options**

- Vertical
- Sidewall

**Direct Venting Options**

- Vertical
- Sidewall

**Concentric Direct Venting Options**

- Vertical
- Sidewall

*Optional Concentric Vent Kit Sold Separately

---

**Multi-Unit Installations**

The outstanding life cycle efficiency and performance of SHIELD can serve the highest demand applications through manifolded installation of multiple units. For example, five SNA500 units will provide total storage of 625 gallons with a total maximum input of 2.5 million Btu/hr.
**SHIELD™ Payback Calculator**

**SHIELD™ innovation makes the difference!** The following estimated comparisons show the effects of lime scale buildup on thermal efficiency and yearly operating cost for the 96% efficient SHIELD and a standard 80% efficient tank-type commercial water heater. Comparison is based on 200,000 Btu/hr units delivering 2,000 gallons of hot water per day, 365 days per year, at an 80°F temperature rise, with a natural gas rate of $1.50 per therm.

**Bottom line, these numbers show that because of its 96% efficiency and immunity to lime scale, SHIELD will pay back the initial cost difference in energy savings alone in just 1.43 years.**

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<th>OPERATING COST DIFFERENCE</th>
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**SHIELD™ Water Heater Dimensions and Specifications**

**Model Number Guide**

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<thead>
<tr>
<th>Model Number</th>
<th>Btu hr Capacity</th>
<th>GPH @ First 100’ Rise Hour</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>Shipping ( \text{lbs.} )</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSW150-100</td>
<td>150,000</td>
<td>93</td>
<td>175</td>
<td>249</td>
<td>80’</td>
<td>28’</td>
<td>44’</td>
<td>61-3/4’</td>
<td>73-3/4’</td>
<td>62-1/2’</td>
<td>68-3/4’</td>
<td>72-3/4’</td>
</tr>
<tr>
<td>SSW290-100</td>
<td>290,000</td>
<td>93</td>
<td>223</td>
<td>297</td>
<td>80’</td>
<td>28’</td>
<td>44’</td>
<td>61-3/4’</td>
<td>73-3/4’</td>
<td>62-1/2’</td>
<td>68-3/4’</td>
<td>72-3/4’</td>
</tr>
<tr>
<td>SSW425-125</td>
<td>425,000</td>
<td>125</td>
<td>312</td>
<td>382</td>
<td>80’</td>
<td>34’</td>
<td>33-3/4’</td>
<td>52-3/4’</td>
<td>75’</td>
<td>53’</td>
<td>59-3/4’</td>
<td>73-1/4’</td>
</tr>
<tr>
<td>SSW425-125</td>
<td>425,000</td>
<td>125</td>
<td>465</td>
<td>545</td>
<td>80’</td>
<td>34’</td>
<td>33-3/4’</td>
<td>52-3/4’</td>
<td>75’</td>
<td>53’</td>
<td>59-3/4’</td>
<td>73-1/4’</td>
</tr>
<tr>
<td>SSW500-125</td>
<td>500,000</td>
<td>125</td>
<td>532</td>
<td>612</td>
<td>80’</td>
<td>34’</td>
<td>33-3/4’</td>
<td>52-3/4’</td>
<td>75’</td>
<td>53’</td>
<td>59-3/4’</td>
<td>73-1/4’</td>
</tr>
</tbody>
</table>

Change "N" to "L" for LP Gas. All information is subject to change.

**Standard Features**
- 96% Thermal Efficiency
- Modulating Burner with 5:1 Turndown
- Operates at Temperatures up to 180°F for Sanitizing Applications
- Stainless Steel Heat Exchanger
- Glass-Lined Steel Tank
- 350 PSI Working Pressure
- ASME Tank Construction (SMA285-S00)
- PVC and CPVC Venting up to 100 Equivalent Feet
- Direct-Vent Sealed Combustion
- Brass Drain Valve
- Rooftop and Sidewall Venting
- Sidewall Vent Terminal
- Advanced Electronic Control, with:
  - 2-Line, 16-Character LCD Display
  - Time Clock
  - Night Setback
  - Alarm Contacts
  - Runtime Contacts
  - Manual Reset High Limit
- Low-Nox Operation
- Zero Clearance to Combustibles
- Low Gas Pressure Operation
- Direct-Spark Ignition
- Certified for Installation on Combustible Floors
- ASME Temperature and Pressure Relief Valve
- 6-Foot Power Cord
- 3-Year Limited Warranty
- 1-Year Parts Warranty

**Optional Equipment**
- Alarm Bell
- Concentric Vent Kit
- Condensate Neutralization Kit
- Low Water Cutoff

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Lochinvar
High Efficiency Water Heaters, Boilers and Pool Heaters