

Project Manual For

Child Advocacy Center

Project No. 230186

Prepared For

**County of Will
302 N Chicago St
Joliet, IL 60432**

BID PACKAGES-GROUP 2

Bid Package #04 (Rebid)Ceramic Tile
Bid Package #05 (Rebid).....ACT Ceilings
Bid Package #06 (Rebid)..... Flooring
Bid Package #12 (Rebid)..... Interior Signage

October 3, 2023



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1206 Cedarwood Dr
Crest Hill, IL 60403

Project No. 230186

Owner: County of Will
302 N. Chicago Street,
Joliet, IL 60432

Architect: Wight & Company
2500 N Frontage Road
Darien, IL 60561

Date: October 3, 2023

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SECTION 001110 - NOTICE TO BIDDERS

Notice is hereby given that **Will County** is accepting sealed bids for: **Child Advocacy Center Project**. Such proposals as herein concerned shall be for the following as described:

BID GROUP NO. 2 BID PACKAGES 4,5,6,& 12

- Bid Package 04 (Rebid) Ceramic Tile
- Bid Package 05 (Rebid) ACT Ceiling
- Bid Package 06 (Rebid) Flooring
- Bid Package 12 (Rebid) Interior Signage

All bid submissions should have the bid package number and the bid package name on the outermost envelope. This a sticker that the subs need to fill out and place on the envelopes of their bid packages. As an example:

Will County - Child Advocacy Center	
Vendor Name & Address (Form): _____	
Sealed Bid Document	
Bid #	
Bid Category:	Not applicable
Due Date:	Monday October 16th ,2023
Time Due:	2:00 PM
Dated Material - Deliver Immediately	
Will County Purchasing Department 302N. Chicago St., 2nd Floor Joliet, IL 60423	

PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE OUTERMOST PACKAGE OF YOUR SEALED PROPOSAL TO HELP ENSURE PROVER DELIVERY!

SEALED BIDS will be received by *the Will County* at the date and time stated below:

PLACE:
Will County Office Building
Purchasing Department – 2nd Floor
302 N. Chicago Street
Joliet, Illinois 60432.

BIDS DUE DATE:
Monday, October 16, 2023
TIME: 02:00 PM

Pre-qualification of all bidders in this bid group is required prior to the bid due date. Submit one fully executed copy of AIA Document A305 "Contractor's Qualification Statement" prior to submitting this bid form via email to Liz Manrique at emanrique@wightco.com.

- 1) List of trade union agreements and date the current agreement expires.
- 2) Within the last seven years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if the answer is yes, please attach the details.)
- 3) On a separate sheet, list the major projects your organization has completed in the past five years giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 4) Trade/Supplier References (minimum of 3):

The competency and responsibility of the bidders will be considered in making awards. The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the bid. Bonds shall comply with all laws of the State of Illinois governing public contracts let by governmental units. Bid security in the form of a Bid Bond, certified check or cashier's check made payable to the County of Will in an amount equal to not less than ten percent (10%) of the Base Bid shall be submitted with the Bid Form.

Bid security is required of all parties submitting a bid. A fully executed and compliant Bid Security must be included with the Bid Form.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The Construction Manager for this project is Wight Construction Services, Inc. All questions concerning this project or those concerning bidding requirements should be directed to Douglas Eckert at 847.738.1680 Questions must be received via email to deckert@wightco.com no later than **Monday, October 9th, 2023**.

No bid shall be withdrawn after the opening of bids without the consent of the Chief Procurement Officer for a period of 60 days after the scheduled time of the bid opening.

The County of Will reserves the right to reject any and all bids and to waive any informalities, technicalities and irregularities in the bidding.

Bidders shall comply with all provisions and laws of the United States and State of Illinois concerning Public Works projects including but not limited to the Illinois Human Rights Act, and the regulations of the Illinois Human Rights Commission.

[Plans and Specifications can be viewed or downloaded electronically via Building Connected.](#)

Please send email to deckert@wightco.com to receive electronic invitation after 4:00 PM on Tuesday October 3rd, 2023.

This invitation is issued in the name of *the County of Will*.

END OF SECTION 001110

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, Illinois 60432, not later than **02:00 PM., 16th day October 2023.**
BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the Will County Executive or her representative at **2:00 PM., 16th day October 2023** at the Will County Office Building, 302 N. Chicago St., 2nd floor, Joliet, Illinois 60432.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.** All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed.

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, **plainly marked** with the bidder's name and address and the notation:

Sealed bid: 230186 Will County Child Advocacy Center

Bids due: 2:00 PM., 16th day October 2023

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

Specifications:

Specifications are attached hereto and incorporated herein.

Tax Exemption:

The County of Will is exempt from federal, state and municipal taxes.

Signature of Bids:

The **signature on bid documents shall** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making his bid, represents that he has read and understands the bidding documents.

Any bid not containing said signed documents shall be non-conforming and shall be rejected.

Bidding Procedures:

1. All bids must be prepared on the forms provided by the County of Will and submitted in **triplicate, including literature** in accordance with the instructions to bidders. Please put your bid deposit, bid form and prime certification paperwork at the front of your bids.
2. Unless otherwise provided in any supplement to the instructions to bidders, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the advertisement for bids.
3. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection whenever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids
4. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn, in writing at klynn@willcountyiillinois.com. After bids are received, the vendor will make no allowance for oversight.

Bid Security:

A 10% bid bond or cashier's check made payable to the Will County Treasurer, shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a contract will be entered into. **Money Orders or company checks will not be accepted.** The bid bond or cashier's check of the unsuccessful bidder will be returned after the contract has been awarded by the County Board.

PERFORMANCE BOND:

A Performance Bond for the amount of the Contract will be required from the successful bidder and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the successful completion of the Contract. If it is difficult to acquire a Performance Bond by the time of the Contract is to commence, the County will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed.

Non-Discrimination:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1, *et. seq.*

Rejection of Bids:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material irregularities in any bid received.

Default:

In case of default by the successful vendor, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such acquisition is made.

No Bids:

Those who wish not to submit a bid for this project please return your bid plainly marked "**no bid**" or send email of same, so your company's name remains active in our files. If you choose not to reply your name will be removed and no future bids will be sent to your company.

Words and figures:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

Prime Contractor Certification:

Included in this bid package is a Prime Contractor Certification form. This form **must** be filled out and returned with your bid package or it will not be accepted.

Tax Exemption:

The County of Will is exempt from Federal, State and Municipal Taxes.

Prices:

Prices shall remain firm for 90 days once bids have been opened and are being evaluated and awarded.

Delivery:

All prices are to be delivered prices. Additional freight charges will not be accepted at the time of invoicing.

Choice of Law and Venue:

Any cause of action related to this bid, or contract related thereto, shall be governed by the laws of the State of Illinois without regard to conflict of law provisions. Venue for any cause of action related to this bid, or any contract related thereto, shall be in the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall

retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

Awarding of Bid:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated.

The bid is expected to be awarded on *October 16th, 2023*, meeting of the Will County Board.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____
Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-84.

NOTICE

ALL BIDS MUST INCLUDE THE FOLLOWING
ITEMS TO BE COMPLIANT

- BID BOND
- BID FORM
- PRIME CONTRACTOR CERTIFICATE
- ADDENDUM ACKNOWLEDGEMENT

*This check list does not preclude the bidding subcontractor from reviewing all of the contract documents and requirements in their entirety.

Will County - Child Advocacy Center

Vendor Name & Address (Form): _____

Sealed Bid Document

Bid #

Bid Category: Not applicable

Due Date: Monday October 16th ,2023

Time Due: 2:00 PM

Dated Material - Deliver Immediately

**Will County Purchasing Department
302N. Chicago St., 2nd Floor
Joliet, IL 60423**

SECTION 007200 - GENERAL CONDITIONS

1.0 **In General**

This Section contains provisions governing the rights and responsibilities of the Construction Manager and each of its Subcontractors. Each Subcontractor shall be bound by the provisions of this section as if the provisions were contained in the subcontract between the Construction Manager and the individual Subcontractor.

1.1 Execution, Correlation and Intent

- 1.1.1 Execution of the Contract by the Subcontractor is a representation that the Subcontractor has visited the site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with the requirements of the Contract Documents.
- 1.1.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Subcontractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Subcontractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.1.3 Organization of the Specifications into divisions, sections and articles and the arrangement of Drawings shall not control the Subcontractor in dividing the work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.1.4 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.1.5 Should discrepancies appear among the Contract Documents or between the Contract Documents and existing conditions, the Subcontractor shall request an interpretation from the Construction Manager before bidding. If the Subcontractor fails to make such request, it is presumed that both provisions were included in the bid and the Construction Manager shall determine which of the conflicting requirements shall govern. The Subcontractor shall perform the Work at no additional cost to the Owner in accordance with the Construction Manager's determination. Where conflicts exist between or within the Contract Documents and applicable standards, codes, ordinances or manufacturer's recommendations, and clarification has not been requested from the Construction Manager prior to bidding as provided for above, the more stringent or higher quality standard shall prevail. Large-scale drawings shall take precedence over small-scale drawings, figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.
- 1.1.6 The Subcontractor shall provide all work and materials which any section or part of the Drawings, Specifications or conditions require him to provide regardless of whether such requirement is or is not faithfully repeated in other parts of documents thereof to which the provision might be appropriate

2.0 **Subcontractor's Responsibilities**

- 2.1 Subcontractor's Work. Subcontractor shall furnish all labor, materials and equipment, provide supervision, and direct the work, inspect, test, and provide tools, construction equipment and specialty items necessary to execute and complete construction of the Subcontract Work. Subcontractor warrants that it has inspected the site and has satisfied itself regarding all conditions affecting the Subcontract Work and the meaning and intention of the Subcontract Documents. Subcontractor is solely responsible for the means, methods, techniques, sequences and coordination of the Subcontract Work.
- 2.2 Review of Contract Documents and Field Conditions by Subcontractor. The Subcontractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Construction Manager errors, inconsistencies or omissions discovered. The Subcontractor shall not be liable to the Owner or Construction Manager for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Subcontractor recognized such error, inconsistency or omission and knowingly failed to report it to the Construction Manager. If the Subcontractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager, the Subcontractor shall assume responsibility for such performance and shall bear the amount of the attributable costs for correction.
- 2.3 The Subcontractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Subcontractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager at once.
- 2.4 The Subcontractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 2.14.
- 2.5 Supervision and Construction Procedures. The Subcontractor shall supervise and direct the Work, using the Subcontractor's best skill and attention. The Subcontractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- 2.6 The Subcontractor shall be responsible to the Construction Manager for acts and omissions of the Subcontractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Subcontractor.
- 2.7 The Subcontractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager in the Construction Manager's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Subcontractor.
- 2.8 The Subcontractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- 2.9 Workmanship and Construction Equipment. The Subcontract Work shall be

executed in accordance with the provisions of the Subcontract and in a thorough, first-class, sound, workmanlike, safe, and substantial manner. All construction equipment shall be in first-class operating condition, safe, fit for the uses for which intended, and suitable for the safe and efficient performance of the Subcontract Work. Subcontractor agrees to perform the Subcontract Work and provide construction equipment to the satisfaction and approval of Construction Manager.

2.10 Protection of the Work. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Construction Manager or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Construction Manager, or the Construction Manager may remedy the damage and deduct its cost from any amounts due or to become due the Subcontractor, unless such costs are recovered under applicable property insurance.

2.11 Compliance with Law

2.11.1 The Subcontractor shall conform to all Illinois statutory requirements, including, but not limited to, the following Acts:

2.11.1.1 Equal Employment Opportunity - Applicable Laws. Employment opportunities shall be free from discrimination. The prohibition in employment discrimination contained in 775 ILCS 10/1 is incorporated into the Contract and is intended to insure compliance with the applicable laws and with the Illinois Department of Human Rights Rules and Regulations for Public Contracts (44 Ill. Admin. Code, Ch. X, §750 Appendix A) (to the extent constitutionally required).

2.11.1.2 The Human Rights Act, as amended, Administrative Rules promulgated by the Illinois Human Rights Commission to the extent constitutionally required.

2.11.1.3 An Act to prohibit unjust discrimination in employment because of age and providing penalties, as amended. 775 ILCS 5/1-101.

2.11.1.4 An Act to give preference to veterans of the United States Military and Naval Service in appointments and employment upon public works by, or for the use of the State or its political subdivisions, as amended. 330 ILCS 55/1, et seq.

2.11.1.5 The Service Men's Employment Tenure Act. 330 ILCS 60/1, et seq.

2.11.1.6 In no event shall minors be employed except as authorized under an Act to regulate the employment of children. 820 ILCS 205/1, et seq.

2.11.1.7 An Act requiring employment of Illinois Workers on public works projects, as amended, to the extent constitutionally required. 30 ILCS 570/1, et seq.

2.11.1.8 The Worker's Compensation Act, as amended. 820 ILCS 305/1, et seq.

2.11.1.9 Certification required by the Drug-Free Workplace Act. 30 ILCS

580/1, et seq.

- 2.11.1.10 The Subcontractor, by executing this Agreement, certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of §33E-3 or §33E-4 of 720 ILCS 5/33E-1, et seq.
 - 2.11.1.11 Where bid specifications do not require a current license and the contract is capable of securing a license before commencement of the project. (The deficiency is waivable).
 - 2.11.1.12 Compliance with Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch 127,par.)
 - 2.11.1.13 Employment of Illinois Workers on Public Works Act, 30ILCS 570/0.01 et.al.
- 2.11.2 Prevailing Wage Act
- 2.11.2.1 Subcontractor shall pay the then prevailing rate of wages for the county where the project is to be located, as established by the Illinois Department of Labor for each craft or type of worker needed to execute the contract in accordance with 820 ILCS 130/0.01, et seq.
 - 2.11.2.2 The Subcontractor shall prominently post the current Schedule of Prevailing Wages at the project site, and shall notify immediately in writing all of its Subcontractors, etc., of all changes in the Schedule of Prevailing Wages.
 - 2.11.2.3 Any increases in costs to the Subcontractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Subcontractor and not the expense of Construction Manager or Owner.
 - 2.11.2.4 Change Orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed.
 - 2.11.2.5 Project Expenses. Subcontractor shall maintain, for a minimum of five years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract. Those records shall be available for review and audit by the Owner. The Subcontractor agrees to cooperate fully with any such audit and shall provide full access to all relevant materials.
 - 2.11.2.6 Subcontractor shall comply with federal, state and local tax laws, social security acts, and unemployment compensation acts insofar as applicable to the performance of the Subcontract.
- 2.11.3 Subcontractor shall secure and pay for permits and governmental fees, license and inspections necessary for the proper execution and completion of the Subcontract Work.
- 2.11.4 Subcontractor represents it has a valid license authorizing it to do business

within the political unit or municipality of the Project site if such license is required and agrees to maintain same throughout the duration of the Subcontract Work at its expense.

- 2.11.5 Subcontractor shall submit to Construction Manager within five days of notification, Subcontractor payroll documentation as proof of prevailing wage compliance.
- 2.12 Accounts and Schedule of Values. Subcontractor shall keep such accounts as may be necessary for financial management under the Subcontract. Subcontractor shall base its Applications for Payment on the Verified Schedule of Values provided to Construction Manager in the bid documents unless Subcontractor and Construction Manager agree to a different Schedule of Values. In the event the Schedule of Values is changed as a result of a Change Order, a new Schedule of Values will be provided to Construction Manager and shall be used for all subsequent Applications for Payment.
- 2.13 Cooperation/Coordination
- 2.13.1 Subcontractor shall cooperate and coordinate work with Construction Manager, Owner and other Subcontractors in scheduling and performing the Subcontract Work to avoid conflict, delay or interference in the Project or in the work of Construction Manager, Owner or other Subcontractors. Subcontractor shall avoid interference with the operation of adjacent facilities, streets, sidewalks, railroad tracks and utilities.
- 2.13.2 If any part of the Subcontract Work depends on timely and proper execution or results of the work of Construction Manager, Owner or other Subcontractors, Subcontractor shall promptly report any delays, discrepancies or defects in such other work to Construction Manager in writing before proceeding with the Subcontract Work. Subcontractor's failure to make such reports shall constitute acceptance of such other work as being fit, proper, and ready to receive the Subcontract Work.
- 2.13.3 If the Subcontract Work takes place in or around an existing facility, Subcontractor shall abide by the Owner's rules for the facility; Subcontractor's access to the facility will be restricted to those areas which are the subject of the Subcontract Work; and there shall be no interruption in Owner's operating systems, equipment or utilities without the written authorization of Construction Manager.
- 2.13.4 Subcontractor shall protect benchmarks and monuments whether of record or by other Subcontractors, and replace same if damaged by Subcontractor.
- 2.13.5 Subcontractor shall use the site entrances and staging and parking areas (if available) designated by Construction Manager.
- 2.14 Submittals
- 2.14.1 Subcontractor shall prepare or cause to be prepared, all shop drawings, samples, and other submittals, which are required by the Subcontract Documents or are necessary to the performance of Subcontractor's obligations hereunder. Such submittals shall bear the Subcontractor's approval stamp and shall be submitted to Construction Manager in accordance with the Subcontract Schedule and in any case in time to permit adequate review by the Construction Manager and in such

sequence as to cause no delay in the Project or in the work of Owner, Construction Manager or Construction Manager's other Subcontractors. All required submittals shall be transmitted to the Construction Manager according to the master project schedule or as adjusted upon a mutually agreed schedule revision. This Subcontractor acknowledges and agrees to a \$100.00 per day back-charge for each working day beyond the agreed to date that these documents are not submitted to Construction Manager.

- 2.14.2 By approving and forwarding submittals, Subcontractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Subcontract Work and of the Subcontract Documents.
- 2.14.3 Subcontractor shall not be relieved of responsibility for any deviation from the requirements of the Subcontract Documents or for errors or omissions in the approval of submittals by the Architect.
- 2.14.4 Subcontractor shall direct specific attention, in writing or on resubmitted submittals, to revisions other than those requested by the Architect on previous submittals.
- 2.14.5 No portion of the Subcontract Work shall be commenced until the submittals required by the Subcontract Documents have been reviewed and approved by the Architect for conformance with the design concept of the Subcontract Work and information given in the Subcontract Documents. Commencement of the Work prior to review and approval of the submittals by the Architect shall constitute an absolute warranty of sufficiency by Subcontractor. Approval of submittals by the Architect shall in no way relieve Subcontractor of any warranty or responsibility concerning the submittals.
- 2.15 Royalties and License Fees. Subcontractor shall pay royalties and license fees required by the Subcontract Work. Subcontractor shall defend suits or claims for infringement of patent or copyrights and shall defend, indemnify and save Construction Manager and Owner harmless from loss on account thereof.
- 2.16 Clean Up. Subcontractor shall keep the premises in which Subcontract Work is performed, or which is used or affected by the Subcontractor, free from the accumulation of trash and other debris caused by its operations. If Subcontractor fails to comply with this Section within twenty-four (24) hours after receipt of notice of noncompliance from Construction Manager, Construction Manager may perform such necessary clean up and deduct the costs for same from any amounts due or to become due to Subcontractor. Within five (5) days of completion of the Subcontract Work, Subcontractor shall remove its tools, surplus materials, temporary construction, construction equipment and machinery from the Project site and leave the premises "broom clean," or cleaner if so provided in the Subcontract Documents.
- 2.17 Record Drawings. Subcontractor shall maintain one reproducible record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, in good order at the site. They shall be marked currently to record changes made during construction. They shall be delivered to the Construction Manager within ten working days of substantial completion. This Subcontractor acknowledges and agrees to a \$100.00 per day back-charge for

each day these documents are not submitted to Construction Manager after the aforementioned to working day period. They shall become the property of Owner upon completion of the Subcontract Work or termination under Article 10 of this Agreement.

- 2.18 Reports and Communication. Subcontractor shall furnish Construction Manager with periodic progress reports on Subcontract Work as requested, including information on the status of materials and equipment which may be in the course of preparation, manufacture or delivery. Subcontractor's communications concerning the Subcontract Work shall be exclusively with Construction Manager.
- 2.19 Property. Subcontractor shall take necessary precautions to protect Owner's property, its property, the Subcontract Work, and the work and property of other Construction Manager Subcontractors, whether located on or off the Project site from damage or loss caused by operations under the Subcontract. Subcontractor shall also take the necessary precautions to protect property off the Project site from damage or loss caused by its operations including, but not limited to, adjacent facilities, streets, sidewalks, and utilities. Subcontractor shall be responsible for damages or loss caused by its operations.
- 2.20 Representative. Five (5) days prior to commencement of the Subcontract Work, Subcontractor shall furnish to Construction Manager written designation of its representative who shall be at the site to represent Subcontractor, and to receive notices, orders and instructions on Subcontractor's behalf, and to be in charge of and responsible for Subcontract Work. Subcontractor's representative shall be competent, fully acquainted with the Subcontract Work, and have the authority to approve changes in the Subcontract Work. Subcontractor's representative shall render approvals and decisions promptly and furnish information expeditiously and in time to meet the dates set forth in the Subcontract Schedule. Construction Manager reserves the right to reject any Subcontractor representative, at which time Subcontractor shall have five (5) working days to provide adequate representative acceptable to Construction Manager
- 2.21 Labor
 - 2.21.1 Subcontractor shall supply a sufficient and adequate number of properly and jurisdictionally skilled workmen and competent supervisors to insure the prompt and efficient performance of the Subcontract Work in accordance with the Subcontract Schedule.
 - 2.21.2 Subcontractor shall give proper consideration to any collective bargaining agreements which may affect the Subcontract Work or other work at the site. Subcontractor shall perform the Subcontract Work in compliance with the provisions of any collective bargaining agreements binding upon it, shall not interfere with or cause the breach of any collective bargaining agreements to which Subcontractor is not signatory. Subcontractor shall plan and conduct its operations so that its employees will work in a harmonious relationship with other labor at the site. Subcontractor shall take any action necessary to assure that there will be no delays, work stoppages, excessive labor costs or other labor difficulties of any kind due to, or arising out of, any such agreements or due to, or arising out of any labor disputes.
 - 2.21.3 Subcontractor shall defend and indemnify Construction Manager and Owner against all claims resulting from failure by Subcontractor to comply

with Section 2.14. Subcontractor assumes all responsibility for any loss or damage attributable to any labor difficulty of any kind caused by or involving Subcontractor or its employees.

2.21.4 Kotecki Waiver: Subcontractor (and any Subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims suffered by its own employees asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner, Design Professional and Construction Manager and their agents, employees and consultants ("the indemnities") from all such loss, expense, damage or injury, including reasonable attorney's fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

2.22 Safety of Persons and Property

2.22.1 The Subcontractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

2.22.1.1 employees on the Work and other persons who may be affected thereby;

2.22.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Subcontractor or the Sub-subcontractors; and

2.22.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.22.2 The Subcontractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

2.22.3 The Subcontractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

2.22.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Subcontractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

2.22.5 The Subcontractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract documents) to property referred to in Clauses 2.21.1.2 and 2.21.1.3 caused in whole or in part by the Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Subcontractor is responsible under Clauses 2.21.1.2 and 2.21.1.3, except damage or loss attributable to acts

or omissions of the Owner or Construction Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either or them may be liable, and not attributable to the fault or negligence of the Subcontractor.

2.22.6 The Subcontractor shall designate a responsible member of the Subcontractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Subcontractor's superintendent unless otherwise designated by the Subcontractor in writing to the Owner and Construction Manager.

2.23 Emergencies

2.22.1 In an emergency affecting safety of persons or property, the Subcontractor shall act, at the Subcontractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Subcontractor on account of an emergency shall be determined per the contract documents.

2.24 Safety Precautions and Procedures

2.24.1 Subcontractor shall be solely and exclusively responsible for protecting its employees and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Subcontract Work. Subcontractor shall furnish a written designation of a representative responsible for implementation and enforcement of Subcontractor's safety program. This representative shall be at the site whenever Subcontract Work is being performed.

2.24.2 Subcontractor shall furnish the Construction Manager's Project Safety Manager with the past 3 years OSHA 200 Logs, Incident Rates, and Lost Work Day Rates for review.

2.24.3 Subcontractor agrees to comply with all applicable federal, state, city and county laws, ordinances, rules and regulations for the safety of persons or property in the performance of the Subcontract Work including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970, and amendments, and regulations promulgated and issued pursuant thereto. Failure to comply may result in fines to be assessed as back-charges.

2.24.4 Subcontractor shall develop and enforce a written safety program to ensure compliance with the obligation under Section 2.23. Contractor shall submit this written safety program to Construction Manager with ten days of award notification. Construction Manager will review the program for the limited purpose of determining that Subcontractor has a legitimate program. Construction Manager will not review the program to determine its adequacy. Construction Manager will monitor Subcontractor's program at the site in connection with Construction Manager's general inspection functions. Construction Manager's review of such program or monitoring of Subcontractor's enforcement efforts does not in any way absolve Subcontractor from its sole responsibility for safety. Subcontractor shall report any injury to an employee, agent, supplier, or material men to Construction Manager within twenty-four (24) hours of its occurrence and provide Construction Manager with a copy of its

safety/incident report.

- 2.24.5 Subcontractor shall provide sufficient, safe and proper facilities, labor and material needed for the access and inspection of Subcontractor's Work by Construction Manager, Owner and other Subcontractors.
- 2.24.6 Subcontractor agrees to comply with the "Hazard Communication Standard" of the Occupational Safety and Health Administration. To the extent required by such standard, Subcontractor will adopt and implement a written hazard communication program to protect its employees from potential exposure of hazardous chemicals at the job site and will provide lists or inventories of hazardous chemicals in its possession at the job site, warning and handling labels for such chemicals, and material safety data sheets for such chemicals to Construction Manager.
- 2.24.7 When the use or storage of explosives or other hazardous materials or equipment is necessary for execution of the Subcontract Work, Subcontractor shall carry on such activities with properly qualified personnel under properly qualified supervision.
- 2.24.8 Subcontractor shall abide by its safety program and procedures, or those of the Construction Manager, whichever is most stringent. A copy of the Construction Managers Safety Program will be provided to the Subcontractor.
- 2.24.9 Subcontractor shall provide for protection of persons and for vehicle passing around or through the work area of this Subcontractor.
- 2.24.10 Subcontractor shall adopt the Construction Manager's Drug and Alcohol Program to include pre-employment, post accident, random and suspicion drug testing. All non-negative testing results will disqualify a contractor's employee from working on the project. The Construction Manager's Drug and Alcohol Program is included in the Project Safety Manual. All expenses associated with the Drug and Alcohol Program are the requirement of the subcontractor. Subcontractor shall provide sufficient evidence of negative drug testing results to the Project Safety Manager prior to a contractor's employee being admitted to the project site.

2.25 Warranties

- 2.25.1 Subcontractor warrants to Construction Manager and Owner that all materials and equipment furnished under its contract will be new, unless otherwise specified, and that all construction work will be of first-class quality, free from improper workmanship and defective materials, and fit for the purpose intended. Subcontractor agrees to correct all Contract Work performed and material supplied by it under its contract which proves to be defective in material or workmanship within a period of one (1) year from the date of Substantial Completion as defined in Paragraph 5.3 or for such longer period of time as may be provided in the Contract Documents. Any warranty or guarantee obtained by Subcontractor from any manufacturer shall be deemed to have been obtained for the benefit of Construction Manager and Owner. This warranty shall be in addition to all other warranties and remedies, expressed or implied, under the law.

- 2.25.2 Subcontractor shall collect all equipment manuals and deliver them to Construction Manager upon completion, together with all written warranties or guarantees from equipment manufacturers.
- 2.26 Field Office. Subcontractor shall provide any office or storage trailer complete with all necessary utilities, gas, telephone and water needed for its own use. Location of such facilities shall be subject to approval by Construction Manager and shall be subject to relocation at Subcontractor's expense. Any temporary installation required for these facilities shall be paid for by Subcontractor. Subcontractor shall be responsible for the security and protection of its materials, equipment and tools.
- 2.27 Equipment and Materials
- 2.27.1 Subcontractor shall be responsible for arranging for the shipment of materials and equipment which it is to provide to the Project site and shall consign all such shipments to itself as consignee at the Project shipping address, freight fully prepaid. Subcontractor shall make all delivery payments promptly, including any demurrage charges.
- 2.27.2 Subcontractor shall advise Construction Manager in advance of all major shipments of equipment and materials, and shall coordinate the arrival and unloading of same with Construction Manager.
- 2.27.3 Subcontractor shall promptly unload its shipments and promptly release its carrier's equipment. In the event Subcontractor is unable to promptly unload a shipment, Subcontractor shall notify Construction Manager of such inability not less than five (5) working days in advance of the shipment's arrival. Construction Manager, at its sole option, may unload or make arrangements for others to unload such shipments and Subcontractor will be responsible for the cost thereof.
- 2.27.4 If Construction Manager or Owner is to furnish materials or equipment to Subcontractor for the Subcontract Work, Subcontractor shall notify Construction Manager sufficiently in advance of the date they are needed to permit Construction Manager or Owner to accomplish their delivery by the date needed. Such materials and equipment shall be unloaded and received by Subcontractor in the presence of Construction Manager's authorized representative and the quantities thereof shall be checked jointly by Subcontractor and Construction Manager. The delivery and acceptance of all such materials and equipment shall be recorded in writing and Subcontractor shall sign forms satisfactory to Construction Manager to acknowledge receipt and acceptance of such materials and equipment. Subcontractor shall note any damage to Construction Manager or Owner furnished materials and equipment prior to Subcontractor's acceptance of delivery. Subcontractor shall notify Construction Manager of any materials and equipment supplied to Subcontractor by Construction Manager or Owner which are surplus and shall cooperate with Construction Manager and Owner in the disposition of such surplus as directed by Construction Manager. In the event of misfit of Construction Manager or Owner furnished materials or equipment, Subcontractor shall promptly notify Construction Manager, take steps to avoid standby time due to such misfit, and continue to progress with other portions of the Subcontract Work pending correction of such misfit.
- 2.27.5 Subcontractor shall store and install all materials and equipment necessary

for the Subcontract Work in such a way as to preserve their quality and fitness which includes, but is not limited to, actions required to protect same from damage due to weather, fire, theft, and construction operations. This responsibility begins when Subcontractor accepts delivery of the materials and equipment procured by it or Construction Manager and continues until Substantial Completion.

- 2.28 Layout. Subcontractor shall provide such layout as is necessary for completion of the Subcontract Work from basic control points and benchmarks provided by Construction Manager.

3.0 Construction Manager's Responsibilities and Rights

- 3.1 Construction Manager shall sequence, and coordinate activities of the Subcontractors in accordance with the latest approved construction schedule.
- 3.2 Information. Construction Manager will make information which affects the Subcontract Work and which becomes available to Construction Manager promptly available to Subcontractor.
- 3.3 Instructions. Construction Manager shall give instructions or orders only to persons designated as authorized representatives of the Subcontractor.
- 3.4 Contractor shall accept instructions or orders only from persons designated as authorized representatives of Construction Manager.
- 3.5 Stop Work Orders. Construction Manager may order the Subcontract Work or any portion thereof stopped when Subcontractor fails to correct work not in conformance with the Subcontract Documents or fails to supply adequate labor, materials or construction equipment until the cause for such order has been eliminated. Construction Manager's failure to exercise this right does not absolve Subcontractor of its responsibilities.
- 3.6 Completing and Correcting Work. After giving twenty-four (24) hours' notice to Subcontractor, Construction Manager may complete or correct any part of the Subcontract Work which Subcontractor has neglected to show itself otherwise unable to expeditiously complete or correct and deduct the cost of doing so from Subcontractor's payments. If the work not accomplished involves more than one Subcontractor, the cost will be divided in accordance with Construction Manager's determination. Construction Manager may avail itself of the above procedure and of such other rights and remedies which are available under its subcontract, applicable law, or both.

4.0 Subcontracts

- 4.1 Selection of Subcontractors. Subcontractor shall submit to Construction Manager a list of its Subcontractors and material men with a description of the corresponding items of work within ten (10) days of execution of this Agreement and in any event prior to commencing the Subcontract Work if it has not previously submitted same with its bid submittal. Construction Manager reserves the right to approve or disapprove any organization listed thereon for any reason. The list shall be updated as necessary by Subcontractor. Subcontractor shall select competent Subcontractors and shall be responsible for the management of its Subcontractors'

performance of their work.

- 4.2 Sub-Subcontractor's Contract. No contractual relationship shall exist between Owner or Construction Manager and any of Subcontractor's Subcontractors. Subcontractor shall use an appropriate written subcontract for its Subcontractors under which its Subcontractors assume all obligations and responsibilities Subcontractor has assumed toward Construction Manager and Owner under the Subcontract Documents including, but not limited to, naming Construction Manager and Owner as additional insured's as required at Paragraph 8.2.1.4.6 and satisfying all other requirements of Section 8.2.

5.0 Subcontractors Construction Scheduling

5.1 Schedule

- 5.1.1 Subcontractor shall accomplish the Subcontract Work within the period of time set forth in the Subcontract Documents (Project Manual Section 01010) and as indicated in the Subcontractor's Schedule prepared pursuant to this Section. Within ten (10) days after execution of this Agreement or prior to commencing the Subcontract Work, whichever occurs first, Subcontractor shall propose a schedule in a form and content acceptable to which minimally includes durations, planned crew sizes, planned procurement dates, and planned submission dates of required submittals.
- 5.1.2 Subcontractor's proposed Schedule shall anticipate the usual amount of delay from all causes encountered in the locale of the site and for the type of work involved. Construction Manager shall review the proposed Schedule and make such revisions as are necessary to make it consistent with the Schedule for the Project. Subcontractor will perform in accordance with the Subcontract Schedule which is approved by Construction Manager.
- 5.1.3 Construction Manager reserves the right to modify the construction schedule. The subcontractor shall adjust their material procurement and on-site activities in accordance with the Construction Managers revised schedule.

5.2 Subcontract Time

- 5.2.1 The Subcontract Work to be performed under the Subcontract shall commence, progress, and be completed in accordance with the Subcontract Schedule provided pursuant to Paragraph 5.1.2. Time is of the essence.
- 5.2.2 The term day, as used in the Subcontract Documents, shall mean calendar day, unless otherwise specifically designated.

5.3 Substantial Completion and Commencement of Warranties

- 5.3.1 The date of Substantial Completion of the Project, or a designated portion thereof, is the date when construction is sufficiently complete in accordance with the drawings and specifications so Owner can occupy or utilize, or in fact does occupy or utilize this Project, or designated portion thereof, for the use for which it is intended.

- 5.3.2 The date of Substantial Completion shall be established by a Certificate of Substantial Completion signed by the Owner and Construction Manager.
 - 5.3.3 Owner shall have the right to occupy or use that portion of the Project which has been found to be substantially complete and Subcontractor shall not be entitled to any extra compensation on account of Owner's occupancy or use, nor shall Subcontractor be relieved of any of its responsibilities, including the required times of completion.
 - 5.3.4 Warranties or guarantees called for by the Subcontract, or by the drawings and specifications and addenda attached as Exhibit 1, shall commence on the date of Substantial Completion of the Project, or designated portion thereof, as reflected by the Certificate of Substantial Completion.
- 5.4 Delays
- 5.4.1 If Subcontractor is delayed in the commencement, prosecution or completion of the Subcontract Work by causes inherent in the Subcontract Work's scope and complexity and in the locale of the Project site, Subcontractor shall overcome such delays, using premium time if necessary at no additional cost to Construction Manager. Subcontractor agrees it will make no claim for damages of any sort or schedule extensions for delays of this nature. Subcontractor acknowledges the Subcontract Price and Subcontract Schedule are based on the fact it shall not recover such damages or costs and shall not be given extensions for such delays.
 - 5.4.2 If Subcontractor is delayed in the commencement, prosecution or completion of the Subcontract Work by Construction Manager, Owner, or any separate Subcontractor employed by either of them, or by the action of any governmental or regulatory body, or by changes ordered in the Subcontract Work or by labor disputes not directly involving Subcontractor's employees, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, acts of God or any causes beyond the control of Subcontractor, then the Subcontract Schedule may be extended by Change Order for the period of such delay. The time extensions shall be solely determined and fixed by Construction Manager and contingent on Owner's approval, but no such extension shall be made unless a written claim with detailed substantiation therefore is presented to Construction Manager within five (5) days of occurrence causing the delay. Except as provided in Paragraph 5.4.3. Subcontractor shall have no claim against Construction Manager or Owner for damages or additional costs for its direct material and labor costs, its indirect job site costs, extended overhead, disruption and financing costs, lost profits, consequential damages, or other compensation for such delays. Subcontractor acknowledges that the Subcontract Price is based on the fact it shall not recover such damages or costs.
 - 5.4.3 If Subcontractor is delayed in the commencement, prosecution or completion of the Subcontract Work by the bad faith or active interference of Construction Manager, Owner or any separate Subcontractor employed by Owner, the Subcontract Price may be adjusted by Change Order. The price adjustment, if any, shall be limited to Subcontractor's direct material and labor costs and its indirect job site costs, including field supervision, field office costs and rental equipment, incurred during the period of the

delay. No claim shall be made by Subcontractor for any other compensation, including, but not limited to, the recovery of extended overhead, financing costs, lost profits or consequential damages. The time extension and/or price adjustment shall be solely determined and fixed by Construction Manager and contingent upon Owner's approval, but no such extension or adjustment shall be made unless a written claim with detailed substantiation therefore is presented to Construction Manager within five (5) days of the occurrence of the wrongful event causing the delay. Subcontractor acknowledges that the Subcontract Price is based on the fact it may not recover such costs or damages due to such delay.

- 5.4.4 If Subcontractor is delayed by the acts or failures to act of other Construction Manager Subcontractors, its sole remedy for delay damages resulting there from shall be against such other Subcontractor. Subcontractor shall be responsible to other Construction Manager Subcontractors for delay damages which arise from Subcontractor's acts or failures to act. Subcontractor shall defend, indemnify and hold harmless Owner and Construction Manager from claims against them by other Construction Manager Subcontractors for delays which result from Subcontractor's acts or failures to act.
- 5.4.5 Construction Manager may direct Subcontractor to complete the Subcontract Work ahead of the Subcontract Schedule or to maintain the Subcontract Schedule when delays are caused by the circumstances described at Paragraphs 5.4.3, 5.4.2, and 5.4.4. Upon written Change Order to this effect, Subcontractor shall accelerate the Subcontract Work and the Subcontract Price will be adjusted by Change Order. The price adjustment shall be limited to the premium time necessary to accomplish the accelerated Subcontract Schedule and the fringe benefits and social security tax on same less any reduction in indirect job site costs, including field supervision, field office costs and rental equipment, which occur as a consequence of the acceleration. Subcontractor will make no claim for any other compensation and acknowledges that the Subcontract Price is based on the fact it may not recover any other costs.

6.0 **Changes in the Subcontract Work**

- 6.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 6 and elsewhere in the Contract Documents.
- 6.2 A Change Order shall be based upon agreement among Subcontractor and Construction Manager; a Construction Change Directive may or may not be agreed to by the Subcontractor; an order for a minor change in the Work may be issued by the Construction Manager alone.
- 6.3 Changes in the Work Shall be performed under applicable provisions of the Contract Documents, and the Subcontractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- 6.4 If unit prices are stated in the Contract Documents or subsequently agreed upon,

and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner Construction Manager or Subcontractor, the applicable unit prices shall be equitably adjusted.

6.5 Change Orders

6.5.1 Construction Manager may, at any time and without invalidating its Subcontract or Subcontractor's bond, make changes in Subcontractor's Work whether it be an addition, deletion or other revision thereof, by written Change Order, provided said changes are within the general scope of the Subcontract.

6.5.2 Subcontractor shall notify Construction Manager in writing if it contests the Change Order's changes in the Subcontract Price and/or Subcontract Schedule no later than ten (10) days after Subcontractor's receipt of the Change Order. Timely contesting of the Change Order is a condition precedent to making a claim related to the Change Order. If no agreement is reached between the parties regarding the adjustment of the Subcontract Price, then Subcontractor shall be reimbursed for the costs of such work, as determined appropriate by Construction Manager, pursuant to Section 7.2, plus 10% of such costs for overhead and profit in the case of work performed with Subcontractor's forces and 10% in the case of work performed by Subcontractor's Subcontractors. In the event the Change Order causes a decrease in the cost of the Subcontract Work, the Subcontract Price shall be decreased by the amount of Construction Manager's determination of the decrease in the costs of labor, materials and equipment no longer required, based upon the most recent Schedule of Values.

6.5.3 Subcontractor shall proceed with the changes required in a Change Order upon receipt of the Change Order so as not to delay the progress of the work whether or not the changes in the Subcontract Work or changes in the Subcontract Price or Subcontract Schedule are contested by Subcontractor.

6.5.4 If Subcontractor makes changes in the Subcontract Work without a written Change Order, Subcontractor shall not be entitled to adjustments to the Subcontract Price or Subcontract Schedule and shall be responsible for any costs or damages incurred by Construction Manager, Owner and their Subcontractors as a result of the change.

6.6 Cost of Work. The Cost of Work in any Change Order shall be limited to the costs of materials and equipment (excluding sales tax where applicable); costs of delivery and unloading; costs of labor (including social security, unemployment insurance and fringe benefits required by Subcontractor's agreement with its employees); rental costs of equipment and machinery not owned by Subcontractor, exclusive of hand tools; and the additional costs of supervision and field office personnel directly attributable to said Change Order.

6.7 Concealed, Unknown or Hazardous Conditions

6.7.1 If Subcontractor encounters conditions at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from

those indicated in the Subcontract Documents or (2) unknown physical conditions of an unknown nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Subcontract Documents, then Subcontractor shall give written notice promptly to Construction Manager but in no event later than ten (10) days after the conditions are encountered and in all cases before the conditions are disturbed. The Subcontract Price and Subcontract Schedule may be adjusted for such concealed or unknown condition by Change Order.

6.7.2 In the event Subcontractor encounters material reasonably believed to be asbestos or a hazardous substance which has not been rendered harmless, Subcontractor shall immediately stop work in the area affected and report the condition to Construction Manager. Work shall be resumed as directed by Construction Manager.

6.8 Construction Change Directives

6.8.1 A Construction Change Directive is a written order prepared by the Construction Manager, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Construction Manager may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and Contract Time being adjusted accordingly.

6.8.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

6.8.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

6.8.3.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

6.8.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;

6.8.3.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

6.8.3.4 as provided in Subparagraph 6.8.6.

6.8.4 Upon receipt of a Construction Change Directive, the Subcontractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Subcontractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

6.8.5 A Construction Change Directive signed by the Subcontractor indicates the agreement of the Subcontractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

- 6.8.6 If the Subcontractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 6.8.3.3, the Subcontractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 6.8.6 shall be limited to the following:
- 6.8.6.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
 - 6.8.6.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - 6.8.6.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Subcontractor or others;
 - 6.8.6.4 costs of premiums for all bonds and insurance, permit fees, and sales, use of similar taxes related to the Work; and
 - 6.8.6.5 additional costs of supervision and field office personnel directly attributable to the change.
- 6.8.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Subcontractor to the Construction Manager for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, in any, with respect to that change.
- 6.8.8 If the Construction Manager and Subcontractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Construction Manager for determination.
- 6.8.9 When the Construction Manager and Subcontractor agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
- 6.9 Minor changes in the Work. The Construction Manager will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Construction Manager and Subcontractor. The Subcontractor shall carry out such written orders promptly.

7.0 **Payments to Subcontractor**

7.1 Progress Payments

- 7.1.1 On or before the 7th day of each month, after the contract work has commenced, subcontractor shall submit a "pencil draft" application for payout to Construction Manager. Having made such changes as directed by Construction Manager and on or before the 25th day of each month after the Subcontract Work has commenced, Subcontractor shall submit an Application for Payment to Construction Manager for the period ending on the 30th day of the same month which shall indicate the percentage of work completed or material stored at the site for each major segment of the work on the Schedule of Values, and the current amounts due therefore. Subcontractor's verified Application for Payment shall be submitted on forms acceptable to Construction Manager with such additional substantiating information as may be requested by Construction Manager. Construction Manager, Owner, and any other party whose approval is required by the Subcontract Documents shall have the right of inspection and verification of the Application for Payment. Each Application for Payment shall be accompanied by an unconditional partial waiver of lien stating that the subcontractor waives and releases any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics liens. Subcontractor shall also provide partial lien waivers from its Subcontractors and suppliers when required by Construction Manager.
- 7.1.2 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Changed Orders.
- 7.1.3 Such applications may not include requests for payment of amounts the Subcontractor does not intend to pay to a Sub-subcontractor or material supplier because of a dispute or other reason.
- 7.1.4 Construction Manager shall include Subcontractor's Application for Payment in Construction Manager's next Application for Payment to Owner provided Subcontractor's Application is timely received, there has been a reasonable opportunity for inspection and verification, and it has been accompanied by the required lien waivers and submissions required under Paragraph 7.1.7.
- 7.1.5 Construction Manager shall pay Subcontractor within ten (10) days of its receipt of payment by Owner, subject to the conditions of Paragraphs 7.1.6 and 7.1.7, as follows:
 - 7.1.5.1 Ninety percent (90%) of currently due amounts shown on the Application for Payment.
 - 7.1.5.2 When a major segment of work is one hundred percent (100%) completed, or materials one hundred percent (100%) purchased and accepted by Owner and Construction Manager, Construction Manager may, at its sole discretion, release the proportionate retainage with respect to that segment, and make full payment therefore to Subcontractor.

- 7.1.6 Approval of an Application for Payment for stored items on or off the site shall be conditioned on submission by the Subcontractor of bills of sale and applicable insurance or such other documents satisfactory to the Owner and Construction Manager to establish Owner's title to materials and equipment or otherwise protect Owner's and Construction Manager's interest therein, including transportation to the site. Stored items shall be marked as belonging to Owner upon payment for same. Subcontractor shall submit evidence satisfactory to Construction Manager and Owner that goods are marked belonging to Owner.
 - 7.1.7 Subcontractor warrants and guarantees that title to all Subcontract Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by Construction Manager, free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Subcontractor shall indemnify, defend and save harmless Construction Manager and Owner against Liens filed on the property of Owner by Subcontractor's Subcontractors, material men or suppliers for amounts they claim are due them from Subcontractor for Subcontract Work. Within ten (10) days of receiving notice from Owner or Construction Manager to do so, Subcontractor shall obtain the release of any such Liens. If Subcontractor fails to do so within the time provided herein, Construction Manager may satisfy such Liens by payment, notwithstanding Subcontractor's defenses thereto and without liability to Subcontractor or its surety therefore and may retain out of any payment due, or to become due to Subcontractor thereafter, an amount sufficient to indemnify Construction Manager and Owner for such payment and any other expenses incurred by either of them as a result of such Lien. Subcontractor shall also be responsible for the amount of any premium for any bond given by Construction Manager or Owner to obtain the discharge of any Lien, or for the interest on any money deposited for the purpose of discharging any Lien.
- 7.2 Certificates for Payment
- 7.2.1 The Construction Manager will, within seven days after receipt of the Subcontractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Subcontractor, for such amount as the Construction Manager determines is properly due, or notify the Subcontractor and Owner in writing of the Construction Manager's reasons for withholding certification in whole or in part as provided in Subparagraph 7.3.1.
 - 7.2.2 The issuance of a Certificate for Payment will constitute a representation by the Construction Manager to the Owner, based on the Construction Manager's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Construction Manager's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific

qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment will further constitute a representation that the Subcontractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Subcontractor's right to payment or (4) made examination to ascertain how or for what purpose the Subcontractor has used money previously paid on account of the Contract Sum.

7.3 Decisions to Withhold Certification

7.3.1 The Construction Manager may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's opinion the representations to the Owner required by Subparagraph 7.2.2 cannot be made. If the Construction Manager is unable to certify payment in the amount of the Application, the Construction Manager will notify the Subcontractor and Owner as provided in Subparagraph 7.2.1. If the Subcontractor and Construction Manager cannot agree on a revised amount, the Construction Manager will promptly issue a Certificate for Payment for the amount for which the Construction Manager is able to make such representations to the Owner. The Construction Manager may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's opinion to protect the Owner from loss because of:

7.3.1.1 defective Work not remedied;

7.3.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

7.3.1.3 failure of the Subcontractor to make payments properly to Sub-subcontractors or for labor, materials or equipment;

7.3.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

7.3.1.5 damage to the Owner or another Subcontractor;

7.3.1.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

7.3.1.7 persistent failure to carry out the Work in accordance with the Contract Documents.

7.3.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

7.4 Final Payment

7.4.1 Subject to Paragraph 7.4.2, Final Payment shall be made to Subcontractor when Subcontractor has achieved final completion in accordance with the requirements of the Subcontract Documents. Final completion includes, but is not limited to, completion of the Subcontract Work to the satisfaction of Owner and Construction Manager; Subcontractor's payment of all its Subcontractors and material men; settlement of all claims; payment and recorded release of all mechanics' liens; delivery of all guarantees, warranties, equipment operation and maintenance manuals, record documents, appropriate certificates, and all other required approvals and acceptances by city, county, and state governments, or other authorities having jurisdiction; removal of all rubbish tools, scaffolding, and surplus material and equipment from the site; consent to release of Final Payment from Subcontractor's surety; receipt of appropriate certificates of insurance evidencing continuing insurance obligations; and submittal of Subcontractor's Final Application for Payment.

7.4.2 Final payment to Subcontractor will be made upon Application for Payment and paid no later than thirty (30) days after inspection and verification by Construction Manager and Owner, payment by Owner to Construction Manager, and the satisfaction of all other conditions required for payment. The word "FINAL" shall be placed on the last Application for Payment and an unconditional Final Waivers of Lien shall be attached thereto stating that the subcontractor waives and releases any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics liens. Acceptance of Final Payment by Subcontractor shall constitute a release and waiver by Subcontractor of all claims Subcontractor has or may have against Construction Manager, Construction Manager's surety, and Owner.

7.5 Effect of Payment and Occupancy. Progress payments, final payment, partial or entire use or occupancy by Owner and/or Construction Manager shall not constitute acceptance of any work not in conformance with the Subcontract Documents.

7.6 Condition Precedent to Payment. Payment by Owner to Construction Manager for the Subcontract Work is a condition precedent to Subcontractor's payment by Construction Manager. Subcontractor is entitled to payment only for that portion of the Subcontract Work for which Construction Manager has been paid by Owner. Subcontractor expressly assumes the risk of nonpayment by Owner.

8.0 **Indemnity, Insurance and Bonds**

8.1 Indemnity. To the fullest extent permitted by law, Subcontractor shall defend and indemnify and hold harmless Construction Manager, the Architect and the Owner, their subsidiaries and affiliates and officers, directors, shareholders, partners, managers, members, agents and employees of any of them (and the foregoing's respective successors, assigns, heirs, estates and personal representatives), against all claims, damages, losses, and suits for loss or damage to property (other than the Work itself), or personal and bodily injury, including death, to persons, and from all judgments recovered therefore, and from all expenses for defending

such claims or suits, including court costs, litigation expenses, and attorney's fees, which result from the performance of the Subcontract by Subcontractor, its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable to the extent caused, in whole or in part, by negligent acts or omission of Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. All indemnification provisions contained in this Contract shall survive the termination of the Contract.

8.2 Insurance

8.2.1 Without limiting the liability of Subcontractor under its Subcontract, Subcontractor shall purchase and maintain the following insurance to cover its operations under its Subcontract. Said insurance shall be provided by insurance companies acceptable to Construction Manager and licensed to do business in the state where the Project is located and have a policyholder's rating of "A-" and a financial size rating of "VII" or higher in the most current Best's Key Rating Guide.

8.2.1.1 Worker's Compensation Insurance, which affords insurance with statutory limits as required by Illinois (all states endorsement including occupational diseases), together with Employer's Liability Coverage with limits of not less than the following:

\$500,000 each accident Bodily Injury by Accident

\$500,000 policy limit Bodily Injury by Disease

\$500,000 each employee Bodily Injury by Disease.

Such insurance shall include a Waiver of Subrogation endorsement in favor of Construction Manager, Construction Manager, Architect/Engineer and Owner and coverage extensions as required by applicable state or federal jurisdictions i.e. (U. S. Longshoremen's and harbor Worker's Act Coverage, Maritime Coverage (Jones Act) etc.

Evidence of coverage is still required from Employee Leasing Company should employees be leased.

8.2.1.2 Comprehensive Automobile Liability Insurance covering all owned, hired (rented) and non-owned vehicles with the following minimum limit of liability \$1,000,000 bodily injury and property damage each accident.

8.2.1.3 Commercial General Liability Insurance which is written on an occurrence basis, with the following minimum limits of liability:

General aggregate per project	\$2,000,000
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Products/completed operations aggregate	\$2,000,000
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Personal and advertising injury	\$1,000,000
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Each occurrence	\$1,000,000
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8.2.1.4 The Commercial General Liability policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with the following coverages:

8.2.1.4.1 Products and completed operations coverage for at

least two years beyond the completion date of the project and the project is put to its intended use.

8.2.1.4.2 Blanket contractual liability coverage which sets forth that coverage exists for the indemnification agreement as applicable to the Subcontractor's obligations under Paragraph 8.1.

8.2.1.4.3 Exclusions for property in the care, custody and control of the Subcontractor shall be deleted.

8.2.1.4.4 Exclusions for explosion, collapse and underground property damage shall be deleted.

8.2.1.4.5 **Construction Manager shall be the certificate holder. Wight Construction Services, Inc., ("Construction Manager"), Architect/Engineer and the Owner shall each be named as additional insured's on the Commercial General Liability Policy per form CG2010 (11/85) or its equivalent language which is CG2010 (10/01) with the CG2037 (10/01), Auto Liability, Pollution Liability and any required Excess policies.** The Commercial General Liability, Auto Liability, Pollution Liability and required Excess policies shall include a severability of interest or cross-liability clause; a waiver of subrogation in favor of the additional insured's and shall be endorsed to apply on a primary and non-contributory basis with respect to any applicable insurance maintained by Construction Manager, Construction Manager, Architect/Engineer or Owner. Such inclusion as an additional insured shall extend to completed operations coverage and shall not be limited by an insured vs. insured exclusion.

8.2.1.4.6 Personal injury with the employee and contractual liability exclusions deleted.

8.2.1.5 Umbrella liability insurance excess of the coverages in provisions 8.2.1.1-8.2.1.4 and with a coverage form at least as broad as underlying insurance including any special coverage extensions for the following limits of liability:

Aggregate	\$10,000,000
Each Occurrence	\$10,000,000

The insurance limits in provisions 8.2.1.1-8.2.1.5 above may be provided by any combination of primary insurance policies and excess liability ("umbrella") insurance policies provided the resulting insurance is equivalent to the insurance stated hereunder.

8.2.1.6 Aircraft or Watercraft Liability Insurance

This section is applicable only if the Work involves the use of an aircraft or watercraft of any type being used by the Subcontractor or any tier of Subcontractor. The Subcontractor shall maintain or require the operator of the aircraft or watercraft public bodily injury and property damage liability insurance. Aircraft liability insurance is to include passenger liability with combined single limits for bodily injury and property damage of \$5,000,000 each occurrence. Watercraft liability is to be provided in an amount not less than \$1,000,000 per vessel including coverage for wages, maintenance and cure for any master(s) or member(s) of the crew. Workers' Compensation coverage is to include applicable coverage extensions for crew and passengers.

8.2.1.7 Physical Damage Insurance

All-risks of direct physical loss insurance on all vehicles, valuable papers, construction equipment, scaffolding, towers, forms, supplies, trailers, mobile office trailers tools including tools owned by mechanics, and any other property of similar nature which are not consumed in forming a part of the completed Work that are owned, borrowed, rented by, or in the care, custody and control of, Subcontractor to their full insurable value. The requirement to secure and maintain such insurance is solely for the benefit of the Subcontractor.

8.2.2 Subcontractor shall furnish certificates for Construction Manager and Owner evidencing satisfaction of the insurance requirements of Section 8.2 before beginning the Subcontract Work and upon renewal of such coverages during the performance of its Subcontract. Additionally, certificates of insurance are to be provided annually as evidence thereof of extended completed operations coverage. The certificates shall provide that thirty (30) days written notice shall be given to Construction Manager before the policies are changed or canceled. Subcontractor shall, itself, give written notification to Construction Manager as soon as it receives notice of change or cancellation from its insurance company. The certificates of insurance shall plainly designate the name of the Project. Failure to furnish such certificates shall not relieve Subcontractor from its obligations under Section 8.2. Certificates of insurance must evidence the inclusion of the Additional Insured's on a primary and non-contributory basis; severability of interest clause; the required General Liability per project aggregate; and waiver of subrogation clauses. Any applicable deductible or self-insured retention shall be stated on such certificate.

8.2.3 Failure to carry and keep the insurance coverages required herein in force shall constitute an event of default under this Contract. The Construction Manager reserves the right to withhold the issuance of the Notice to Proceed, to deny access to the Project, or to withhold payments under this Contract until proper evidence of insurance as required herein is received by the Construction Manager.

8.2.4 The insurance coverages as required herein are not intended to preclude

the Subcontractor from obtaining, at their own expense, other coverages and higher limits where required by law or as required by the Subcontractor's operations. Failure of the Subcontractor to secure insurance or to maintain adequate amounts of insurance shall not obligate the Construction Manager, Construction Manager, Architect/Engineer and Owner for any losses hereunder.

- 8.2.5 Notwithstanding the insurance proceeds available and collectible by the Subcontractor, the limits of liability specified herein do not in any way limit the liability of the Subcontractor. Any applicable deductible or self-insured retention shall be paid by the Subcontractor.
 - 8.2.6 The Subcontractor shall require certificates of insurance of their respective vendors, suppliers, material dealers, independent truckers/haulers, and others who merely transport, pick up, deliver or carry materials, personnel, parts equipment or any other items or persons to or from the Project. Such certificates of insurance shall evidence the Workers' Compensation, General Liability, Automobile Liability, and Umbrella Liability coverages carried.
 - 8.2.7 Warranty Work: If Subcontractor and all others for whose work the Subcontractor is responsible for is required to return to the Project during a warranty period, insurance shall be proved and maintained as required in Article 8.
 - 8.2.8 Subcontractor shall require evidence of insurance substantially the same as required of Subcontractor from each tier of Subcontractor prior to commencement of work by each tier of Subcontractor.
- 8.3 Waiver of Subrogation. Construction Manager and Subcontractor waive all rights against each other and any of their Subcontractors, agents and employees for damages caused by fire or other perils covered by builder's risk insurance provided under the Prime Contract or other property insurance applicable to the Subcontract Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of its Subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 8.4 Bonds
- 8.4.1 Subcontractor shall furnish a Performance and Payment Bond, in an amount at least equal to the Subcontract Price as security for the faithful performance and payment of its obligations under the Subcontract and it shall not be a violation of the terms of the bond to order changes in the Subcontract Work. The penal sum of each bond shall be adjusted to include the amounts of all change orders. This bond shall be provided within ten (10) calendar days of execution of this agreement. This bond shall remain in effect at least until the later of two (2) years after the date when final payment becomes due or Subcontractor completes its warranty

obligations. The bond shall be in the form prescribed by law, regulation or by the Subcontract Documents and be executed by such sureties as are acceptable to Construction Manager and Owner and are licensed to do business in Illinois. The bond shall be signed by an agent and must be accompanied by a certified and current copy of the authority to act. The bond shall name Construction Manager and Owner as dual obligees.

- 8.4.2 The Performance, Labor and Material Bond shall be executed in conformity with American Institute of Architects, Doc. A312, (1984 Edition), or American Institute of Architects A312TM-2010, which replaces the 1984 edition that expires on December 31, 2011, with coverage provided by a Surety having a policyholder's rating of "A" and minimum class of FSC VIII financial rating in the Best's Insurance Guide, latest edition. A certified copy of the power of attorney from the surety company stating that the person executing the bond shall accompany the bond.
- 8.4.3 If at any time the Construction Manager or the Owner shall become dissatisfied with any Surety or Sureties, or for any other reason, such bond shall cease to be adequate security. Subcontractor shall within five (5) days after receipt of notice to do so, substitute an acceptable bond in such form and sum and signed by such other Sureties as may be satisfactory to Construction Manager. No further payment shall be deemed due nor shall be made until the new Sureties shall have qualified.
- 8.4.4 Whenever the Subcontractor shall be and is declared by the Owner or Construction Manager to be in default under the Subcontract, the Surety of the Subcontractor shall be responsible to reimburse the Construction Manager or Owner in a timely manner and at Construction Manager's or Owner's prevailing rates up to the penal sum of the bond for any and all Work and expense incurred time and material billing by the Construction Manager as a result of the Subcontractor's default including but not limited to additional construction management, architectural fees, miscellaneous costs and expenses, testing, consulting fees, engineering fees or accounting fees. The provisions of the clause for charging of costs, fees and extra work against the Subcontractor shall apply to subparagraphs 3.5, 9.1.1, and 9.1.2.
- 8.4.5 It shall be the duty of the Surety to give an unequivocal notice of intent to remedy the default or defaults promptly or to perform the contracts promptly or to pay to the Construction Manager or Owner the completion cost to remedy the default or defaults up to the penal sum of the bond. Surety shall give such notice in writing to the Construction Manager and Owner within ten (10) days after receipt of the Construction Manager's or Owner's declaration of default and notice of termination of the Subcontractor. Time is of the essence in the Surety's election to remedy the default. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to Construction Manager and Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned Work, (c) the furnishing of each omitted item of Work, and (d) the performance of the contract. The Surety shall conduct a due diligence investigation before asserting solvency of its Principal or rely solely on its Principal's denial of

default as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract. If in the event Surety requires additional time to investigate the declaration of default, the Construction Manager or Owner may, without prejudice to its rights under the Bond, temporarily continue construction of the Project and charge the costs of such Work, including Work performed on a time and material basis at the firm's prevailing time and material rates.

Upon the Subcontractor's default and the Owner's declaration of Subcontractor's default, Owner shall provide notice, along with a copy of Section 8.4 of the General Conditions of the Subcontract, to Surety of same.

- 8.4.6 In the event the said Surety shall fail to act promptly as provided herein, then Construction Manager or Owner shall cause ten (10) days notice of such failure to be given, both to said Principal and Surety, and at the expiration of said ten (10) days, the Obligee shall have the authority to cause said Work to be done, and when the same is completed and the cost thereof ascertained, the said Principal and Surety shall and hereby agree to pay any completion costs in excess of the remaining contract balance, but not exceeding the penal sum of the bond.

After declaration of default and termination, and as the contract is completed by a completing contractor or by Surety in accordance with the terms of the Contract Documents, to the extent the construction funds remain and are attributable to the defaulted contractor, Construction Manager or Owner shall pay completing contractor or Surety in accordance with the Schedule of Values as certified by the Architect, and upon completion, any funds which remain due on said contract, the same shall be paid to said Surety.

- 8.4.7 Whenever the Subcontractor shall be and is declared by the Owner or Construction Manager to be in default under the Subcontract, the Subcontractor and Surety further agree as part of this obligation to pay all such damages of any kind arising out of incomplete Work or damaged Work, that may result from a failure in any respect to perform and complete said contract, including, but not limited to, all repair and replacement costs necessary to rectify construction error, architectural and engineering costs and fees, all consultant fees, construction management fees and expenses, all testing and laboratory fees, and all legal fees, expenses and litigation expenses and costs incurred by the Construction Manager or Owner as a result of the default.

After the Surety's receipt of the Obligee's declaration of the Subcontractor's default, the Construction Manager and Owner hereby agree to cooperate with the Surety in its independent investigation of the claim on the Performance Bond including but not limited to (a) providing prompt access to the construction site to the Surety or its consultants, (b) provide a detailed description of any alleged default or defaults by the Subcontractor under its contract along with supporting documentation and (c) provide the results of all testing. However, it is and remains exclusively the Surety's obligation to secure and provide necessary resources to satisfy its

obligations under the Performance Bond without unduly burdening the Construction Manager or Owner and provided that the Surety's due diligence does not unreasonably impede project progress or delay the project as time is of the essence.

- 8.4.8 The Surety agrees that other than as is provided in this Bond, it may not demand of Owner that Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnishing any papers or documents, or (f) take any other action of any nature or description which is not required of Owner to be done under Contract Documents.
- 8.4.9 In the event the Surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Construction Manager or Owner be insolvent, the Construction Manager and Owner shall have the right to access any reinsurer of said Surety. Further, the Subcontractor agrees forthwith upon request of the Construction Manager and Owner to furnish and maintain other corporate surety with respect to said bond satisfactory to Owner.

9.0 **Construction Manager's Right to Perform Subcontractor's Responsibilities and Termination of Agreement**

9.1 Failure of Performance

9.1.1 Notice to Cure. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or fails to make prompt payment to its workers, subcontractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within three (3) working days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Construction Manager without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

9.1.1.1 supply workers, materials, equipment and facilities as the Construction Manager deems necessary for the completion of the Subcontractor's Work or any part which the Subcontractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorney's fees, costs and expenses to the Subcontractor;

9.1.1.2 contract with one or more additional Subcontractors to perform such part of the Subcontractor's Work as the Construction Manager determines will provide the most expeditious completion of the Work, and charge the cost to the Subcontractor as provided under Clauses 9.1.1.1; and/or

9.1.1.3 withhold any payments due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the

Construction Manager.

In the event of any emergency affecting the safety of persons or property, the Construction Manager may proceed as above without notice.

9.1.2 Termination by Construction Manager. If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) working days after written notification issued under Subparagraph 9.1.1, then the Construction Manager may, in lieu of or in addition to Subparagraph 9.1.1, issue a second written notification, to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within seven (7) working days of the written notification, the Agreement will be deemed terminated. The Construction Manager also may furnish those materials, equipment and/or employ such workers or subcontractors as the Construction Manager deems necessary to maintain the orderly progress of the Work. All costs incurred by the Construction Manager in performing the Subcontractor's Work, including reasonable overhead, profit and attorney's fees, costs and expenses, shall be deducted from any moneys due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

9.1.3 Use of Subcontractor's Equipment. If the Construction Manager performs work under this Article, either directly or through other Subcontractors, the Construction Manager or other Subcontractors shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, or belonging to the Subcontractor and located at the Project site.

9.2 Termination

9.2.1 Termination Absent Cure. If the Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Agreement or, if there has been a default, the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

9.2.2 Interim Remedies. If the Subcontractor is not performing in accordance with the Schedule of Work at the time a petition in bankruptcy is filed, or at any subsequent time, the Construction Manager, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work. The Construction Manager may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided including, but not limited to, reasonable overhead, profit and attorney's fees. The subcontractor shall be liable for the payment of any amount by which costs incurred may exceed the unpaid balance of the Contract Price.

9.2.3 Suspension by Owner. Should the Owner suspend its agreement with the Construction Manager or any part which includes the Subcontractor's

Work, the Construction Manager shall notify the Subcontractor in writing and upon receiving notification the Subcontractor shall immediately suspend the Subcontractor's Work. In the event of Owner suspension, the Construction Manager's liability to the Subcontractor shall be limited to the extent of the Construction Manager's recovery on the Subcontractor's behalf under the Contract Documents. The Construction Manager agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner suspension and to permit the Subcontractor to prosecute the claim, in the name of the Construction Manager, for the use and benefit of the Subcontractor.

- 9.2.4 Termination by Owner. Should the Owner terminate its contract with the Construction Manager or any part which includes the Subcontractor's Work, the Construction Manager shall notify the Subcontractor in writing and upon written notification, this Agreement shall be terminated and the Subcontractor shall immediately stop the Subcontractor's Work, follow all of Construction Manager's instructions, and mitigate all costs. In the event of Owner termination, the Construction Manager's liability to the Subcontractor shall be limited to the extent of the Construction Manager's recovery on the Subcontractor's behalf under the Contract Documents. The Construction Manager agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of the Owner termination and to permit the Subcontractor to prosecute the claim, in the name of the Construction Manager, for the use and benefit of the Subcontractor, or assign the claim to the Subcontractor.
- 9.2.5 Contingent Assignment of Subcontract. The Construction Manager's contingent assignment of the Subcontract to the Owner, as provided in the Construction Manager's agreement with the Owner, is effective when the Owner has terminated the Contract for cause and has accepted the assignment by notifying the Subcontractor in writing. This contingent assignment is subject to the prior rights of a surety that may be obligated under the Construction Manager's bond, if any. Subcontractor consents to such assignment and agrees to be bound to the assignee by the terms of this Subcontract.
- 9.2.6 Suspension by Construction Manager. The Construction Manager may order the Subcontractor in writing to suspend all or any part of the Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of the Construction Manager. Phased Work or interruptions of the Subcontractor's Work for short periods of time shall not be considered a suspension. The Subcontractor shall notify the Construction Manager in writing within ten (10) working days after receipt of the Construction Manager's order of the effect of such order upon the Subcontractor's Work. To the extent allowed the Construction Manager under its agreement with the Owner, the Contract Price or Schedule of Work shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension. No claim under this Article shall be allowed for any costs incurred more than ten (10) working days prior to the Subcontractor's notice to the Construction Manager. Neither the contract Price nor the Schedule of Work shall be adjusted for any suspension, to the extent that

performance would have been suspended, due in whole or in part to the fault or negligence of the Subcontractor or by a cause for which Subcontractor would have been responsible. The Contract Price shall not be adjusted for any suspension to the extent that performance would have been suspended by a cause for which the Subcontract would have been entitled only to a time extension under this Agreement.

- 9.2.7 Wrongful Exercise. If the Construction Manager wrongfully exercised any option under this Article, the Construction Manager shall be liable to the Subcontractor solely for the reasonable value of Subcontractor's Work performed by the Subcontractor prior to the Construction Manager's wrongful action, including reasonable overhead and profit on the Subcontractor's Work performed, less prior payments made, and attorney's fees, costs and expenses.

10.0 Claims and Disputes

- 10.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Subcontractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 10.2 Decision of Construction Manager. Claims, including those alleging an error or omission by the Construction Manager, shall be referred initially to the Construction Manager for action as provided in Paragraph 11.0. A decision by the Construction Manager, as provided in Subparagraph 11.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Subcontractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Construction Manager in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Construction Manager is vacant, (2) the Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) the Construction Manager has failed to take action required under Subparagraph 11.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Construction Manager or (5) the Claim relates to a mechanic's lien.
- 10.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
- 10.4 Continuing Contract Performance. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Subcontractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

- 10.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- 10.5.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - 10.5.2 failure of the Work to comply with the requirements of the Contract Documents; or
 - 10.5.3 terms of special warranties required by the Contract Documents.
- 10.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Subcontractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager shall so notify the Owner and Subcontractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Construction Manager has given notice of the decision. If the Owner and Subcontractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Construction Manager for initial determination, subject to further proceedings pursuant to Paragraph 11.0.
- 10.7 Claims for Additional Cost. If the Subcontractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 2.22. If the Subcontractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Construction Manager, (2) an order by the Owner to stop the Work where the Subcontractor was not at fault, (3) a written order for a minor change in the Work issued by the Construction Manager, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.
- 10.8 Claims for Additional Time.
- 10.8.1 If the Subcontractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Subcontractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
 - 10.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather

conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

- 10.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 10.7 or 10.8.

11.0 Resolution of Claims and Disputes

- 11.1 The Construction Manager will review claims and take on or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Construction Manager expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the claim by the other party or (5) suggest a compromise. The Construction Manager may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.
- 11.2 If a Claim has been resolved, the Construction Manager will prepare or obtain appropriate documentation.
- 11.3 If a claim has not been resolved, the party making the Claim shall, within ten days after the Construction Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Construction Manager, (2) modify the initial Claim or (3) notify the Construction Manager that the initial Claim stands.
- 11.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Construction Manager, the Construction Manager will notify the parties in writing that the Construction Manager's decision will be made within seven days, which decision shall be final and binding on the parties but subject to mediation. Upon expiration of such time period, the Construction Manager will render to the parties the Construction Manager's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be possibility of a Subcontractor's default, the Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

12.0 Dispute Resolution

- 12.1 The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Construction Manager and Subcontractor each commit to resolving such disputes or disagreements in an

amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Construction Manager and Subcontractor shall first attempt to resolve disputes or disagreements at the field level through discussions between Construction Manager's Representative and Subcontractor's Representative. If a dispute or disagreement cannot be resolved through Construction Manager's Representative and Subcontractor's Representative, Construction Manager's designated senior representative and Subcontractor's designated senior representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement

- 12.2 For any dispute not resolved pursuant to Section 12.1 above, the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.

13.0 **Uncovering and Correction of Work**

13.1 Uncovering of Work

13.1.1 If a portion of the Work is covered contrary to the Construction Manager's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Construction Manager, be uncovered for the Construction Manager's observation and be replaced at the Subcontractor's expense without change in the Contract Time.

13.1.2 If a portion of the Work has been covered which the Construction Manager has not specifically requested to observe prior to its being covered, the Construction Manager may request to see such Work and it shall be uncovered by the subcontractor. If such Work is in accordance with the Subcontract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Subcontractor shall pay such costs unless the condition was caused by the Owner or separate contractor in which event the Owner shall be responsible for payment of such costs.

13.2 Correction of Work

13.2.1 The Subcontractor shall promptly correct Work rejected by the Construction Manager or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Subcontractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Construction Manager's services and expenses made necessary thereby.

13.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Subcontract Documents, the Subcontractor shall

correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Subcontractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under Subparagraph 13.2.2 shall survive acceptance of the Work under the Subcontract and termination of the Subcontract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Subcontractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Subcontract Documents and are neither corrected by the Subcontractor nor accepted by the Owner.

13.2.4 If the Subcontractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 3.5. If the Subcontract does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Subcontractor's expense. If the Subcontractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Subcontractor, including compensation for the Construction Manager's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Subcontractor should have borne, the Subcontract Sum shall be reduced by the deficiency. If payments then or thereafter due the Subcontractor are not sufficient to cover such amount, the Subcontractor shall pay the difference to the Owner.

13.2.5 The Subcontractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Subcontractor's correction or removal of Work which is not in accordance with the requirements of the Subcontract Documents.

13.2.6 Nothing contained in this paragraph 13.2 shall be construed to establish a period of limitation with respect to other obligations which the Subcontractor might have under the Subcontract Documents. Establishment of the time period of one year as described in Subparagraph 13.2.2 related only the specific obligation of the Subcontractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Subcontract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Subcontractor's liability with respect to the Subcontractor's obligations other than specifically to correct the Work.

13.3 Acceptance of Nonconforming Work

13.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will

be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

14.0 **Miscellaneous**

- 14.1 Successors and Assigns. The Subcontract shall be binding on the successors, assigns, and legal representatives of Subcontractor and Construction Manager. Subcontractor shall not assign, sublet or transfer an interest in the Subcontract without the written consent of Construction Manager, nor shall Subcontractor assign any moneys due or to become due hereunder without the previous written consent of Construction Manager.
- 14.2 Severability and Waiver. The partial or complete invalidity of any one or more provisions of the Subcontract shall not affect the validity or continuing force and effect of any other provision. The failure of Construction Manager to insist, in any one or more instances, upon the performance of any of the terms and conditions of the Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, conditions or rights.
- 14.3 Governing Law. The Subcontract shall be governed by the law of Illinois.
- 14.4 Notice. Any notice required shall be written and sent to each party's local business address. Notice is effective on the date of receipt.
- 14.5 Independent Subcontractor. Subcontractor is an independent Subcontractor.
- 14.6 Titles. The title given to the Articles, sections, or paragraphs of the Subcontract are for reference only and shall not be relied upon or cited for any other purpose.

15.0 **Commencement of Statutory Limitation Period**

- 15.1 As between the Owner and Subcontractor:
 - 15.1.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - 15.1.2 Between Substantial Completion and Final Certificate for Payment As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
 - 15.1.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Subcontractor pursuant to any warranty provided under Paragraph 2.24, the date of any correction of the Work or failure to correct the Work by the Subcontractor under

Paragraph 13.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Subcontractor or Owner, whichever occurs last.

16.0 Harmony Clause

- 16.1 All Subcontractors agree that no labor dispute of any kind involving any Subcontractor, or their employees or agents shall be permitted to occur or be manifested on the Project and the Subcontractors agree to that end to only employ persons on the Work who will work at all times in harmony with other persons employed on the Project.
- 16.2 The Subcontractors agree that their employees shall not participate in or accede to any work stoppage, slow down or any type of interference with the performance of work by other persons on the project which may occur as a result of any labor dispute involving their employees.
- 16.3 Should there be a work stoppage, slow down or any type of interference with the performance or work on the project involving the Subcontractor or his employees resulting from a labor dispute and which in the judgment of the Construction Manager will cause, or threatens to cause delay in the progress of construction, then upon twenty-four (24) hours written notice the Construction Manager shall have the right to declare the Subcontractor in default under this Contract and take such steps as are necessary to finish the uncompleted portion of the Work. In such event the Construction Manager shall have the right to take possession of and use all of the Subcontractor's materials (exclusive of tools) intended for use on the Work. The cost of completion including all expenses, attorney's fees and costs incurred in resolving the labor dispute shall be charged against the Subcontractor's remaining interest in the Contract amount.
- 16.4 Should the Subcontractor(s) become involved in a labor dispute resulting in a work stoppage, slow down or any type of interference with progress of construction and resulting in an increase in interest charges to the Construction Manager, the Subcontractor(s) shall be liable to the Construction Manager for this increased cost. If the Subcontractor's remaining interest in the Contract amount exceeds cost of completion, the Subcontractor(s) agree to pay the Construction Manager such excess within thirty (30) days after written demand for such excess has been made upon him by the Construction Manager.
- 16.5 Harmony clause provisions similar to the provisions of the immediately preceding paragraphs shall be included in any of the Subcontractor's subcontracts relating to the Work.

END OF SECTION 007200

SECTION 007343 – WAGE RATE REQUIREMENTS

- 0.1 Pursuant to Public Act 86-799, these specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the county where the contract is being performed and for each craft or type of worker needed to execute the contract.

END OF SECTION 007343

Will County Prevailing Wage Rates posted on 7/13/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	12.39	31.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		43.00	47.30	1.5	1.5	2.0	2.0	16.89	16.10	0.00	0.75	2.37	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	BLD		52.00	56.68	1.5	1.5	2.0	2.0	17.34	21.56	0.00	1.35	4.76	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00

Will County Prevailing Wage Rates posted on 7/13/2023

OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00

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TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

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ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with

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attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engines); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

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OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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PART 1 GENERAL

1.1 SUMMARY

A. General Notes Pertaining to all and or specific Bid Packages:

Scope: ALL SCOPE

Attendees:

Project: Child Advocacy Center

<u>REVIEW ITEM</u>	<u>COMMENTS</u>
Schedule, sequencing of work: Per contract documents.	Coordinate all site activities with WCS Site Superintendent
Payment Procedure:	Billing Schedule will be sent out
Bonds (P&P)	Per project manual
Insurance:	Per project manual
Work areas to be clean at all times; transport waste to dumpsters	Per project manual
Correspondence / Communication	To Project Manager (Douglas Eckert).
Temporary Utilities	By this trade contractor
Submittals shall be transmitted via Procore.com	Per project manual Section 01300 - Submittals
Variations	Only with Prior approval of WCS project manager.
Change Orders	Only with Prior approval of WCS project manager. OH&P is capped at 10% and 5% for subcontractors.
Prevailing Wages Will County	Per project manual
Certified Payroll	Per project manual
Safety, meetings, documentation including Safety Data Sheet	Per project manual, will attend & provide documentation as required.
Meeting:	Will attend
Weekly Meetings:	Will attend
Storage of Materials, Lay down areas, Deliveries	As coordinated with WCS Site Superintendent
Warranties	Per project manual
O&M Manuals	Per project manual
Quality Control/Assurance	Per project manual
Permitting responsibility, call out for own inspections	As required by Will County
Crew Size expectations:	As required per project schedule
MWBE Participation	N/A
City of Chicago Residency Participation	N/A
Premium time	Only as directed by WCS project manager
Close Out Submittal Package Line Item	Trade Contractor to provide Close Out Line Item in Schedule of Value at a rate of 1% of Contract Value.

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.

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GENERAL

1. Each TRADE CONTRACTOR shall submit one fully executed copy of AIA Document A305 “Contractor’s Qualification Statement” prior to the bid due date as identified in the Notice to Bidders. Faxed submittals are acceptable. A305 document copies may be obtained from the Chicago AIA office located at 222 Merchandise Mart Plaza, Suite 1049, Chicago, IL 60654
2. Each Trade Contractor shall exclude tax payment of Retailers’ Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by IL Law. The Tax exemption identification number will be issued to the successful bidder upon award of the subcontract.
3. The industry rule of thumb term “Use is Acceptance” will be enforced.
 - a. When work is performed, it will be assumed this TRADE CONTRACTOR has inspected and accepted the quality and coordination of the work of other TRADE CONTRACTORS that this TRADE CONTRACTOR is working on or against.
 - b. Start of work by this TRADE CONTRACTOR on top of or against any other surface means this TRADE CONTRACTOR has accepted the quality and completeness of that surface.
 - c. This TRADE CONTRACTOR is responsible for preparing (i.e. cleaning) adjacent surfaces including but not limited to those surfaces completed by others prior to proceeding.
4. As defined by the American Institute of Architects, “the Contractor is the person or entity identified as such in the agreement and is referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized agent.” TRADE CONTRACTOR, Subcontractor, Sub-Tier Contractor or any derivative thereof shall all be considered synonymous with Contractor.
5. This TRADE CONTRACTOR shall be responsible for taking appropriate measures to protect existing conditions including but not necessarily limited to perimeter landscaping, curbs, gutters, drives and walks, light poles, power poles, hydrants, etc... from damage that may be caused by this work.
6. ALL TRADE CONTRACTORS shall promptly notify the Construction Manager of any damage caused to their work by another TRADE CONTRACTOR and shall be responsible to remedy their claim with the party causing the damage. Should the responsible party, within 24 hours notice, fail to remedy all damages or loss, the Construction Manager shall have the right to remedy the situation and the cost thereof will be back charged to the TRADE CONTRACTOR responsible for the damage or loss.
7. Performance Clause: All TRADE CONTRACTORS shall at all times supply a sufficient number of jurisdictionally skilled workers to perform, with promptness and diligence, the work covered by contract. Should any workers performing work covered by contract engage in a strike, work stoppage and/or slowdown of any kind or cease to work because of picketing or a labor dispute of any kind, Construction Manager may, at its option and without prejudice to any other remedies it may have, after twenty-four (24) hours written notice to Contractor, provide any such labor and deduct the cost thereof from any moneys then due or thereafter to become due to Contractor. Further, Construction Manager may at its option, without prejudice to any other remedies it may have, terminate the employment of Contractor for work under this contract. Construction Manager shall have the right to enter upon the premises and take possession, for the purpose of completing the work hereunder, of all Contractors’ materials, tools and

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equipment thereon. Further, Construction Manager may finish the work either with its own employees or those of other contractors. When terminated by Construction Manager, Contractor will not receive any further payments under the contract or otherwise. Contractor shall remain liable for any damages that Construction Manager incurs. If expenses incurred by Construction Manager, in completing the work, exceed the unpaid balance due Contractor, Contractor shall pay difference to Construction Manager. In addition, Construction Manager may collect other damages incurred as a result of Contractor's default. Construction manager shall have a lien upon all on-site material, tools, equipment or other property of Contractor to secure payment thereof. In the event of any inconsistency between the provisions of the performance clause and any other provisions of the contract or the contract documents, the provisions for the performance clause shall prevail. Any provisions of the contract or the contract documents with respect to arbitration or determination of disputes arbitrator or others shall not apply to this performance clause.

8. If the work of this TRADE CONTRACTOR is determined by Construction Manager to be deficient in any way this TRADE CONTRACTOR understands and accepts that in-progress and/or completed work will be redone at the full expense of this TRADE CONTRACTOR on a time line as established by Construction Manager.
9. All TRADE CONTRACTORS are required to conduct a preliminary punch list walk through with the Construction Manager. TRADE CONTRACTORS will have an allotted time frame to complete deficiencies. TRADE CONTRACTOR is also required to conduct a final walk through with the Construction Manager and Owner and correct and complete those deficiencies within 2 weeks of final punch list. If the TRADE CONTRACTOR fails to complete punch list within allotted time frame, the Construction Manager reserves the right to hire a separate TRADE CONTRACTOR to make the corrections to complete those punch list items not addressed and back charge the TRADE CONTRACTOR at the cost of the work plus \$100 per calendar day delay after the 2 week deadline referenced above.
10. All drawings and notes, specification sections, local and state codes, and scopes of work should be referenced by this trade contractor and are applicable to the scope of the work under all accounts.
11. Although Specifications are allocated to the respective "Scopes of Work", it is the intention of the Construction Manager that each TRADE CONTRACTOR read all Specification Sections (for all packages), and that the Scopes of Work shall take precedence over any allocation of work made by the Architect/Engineer on the other bidding documents.
12. All TRADE CONTRACTORS shall be responsible for all testing listed in the specifications and required by the Construction Manager.
13. Provide sufficient equipment, material, skilled manpower, supervision and/or **premium time/shift work (all without additional compensation)** as may be required to complete the work of this TRADE CONTRACTOR in accordance with the overall project substantial completion date and durations indicated in the Construction Schedule. Reference Division 0 – Bidding and Contract Requirements, Section 01250 – Construction Schedule.
14. This TRADE CONTRACTOR shall provide labor rates for straight, premium, and double time in the appropriate location on the bid form
15. TRADE CONTRACTOR shall be prepared to meet within one business day after bid opening to conduct scope reviews, provide submittal log and discuss award of contract.

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DIVISION 1 – GENERAL CONDITIONS
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16. All TRADE CONTRACTORS shall be responsible for coordinating with any and all other contractors through the Construction Manager in order to achieve the final result and schedule.
17. The CONSTRUCTION MANAGER will provide bench mark and building corners ONLY. All TRADE CONTRACTORS shall protect and maintain all survey work by OTHERS.. All TRADE CONTRACTORS shall be responsible for all layout related to this TRADE CONTRACTOR's work and shall coordinate this layout work with the layout of adjacent work by OTHER.
18. All TRADE CONTRACTORS shall be responsible for all temporary power needed by this TRADE CONTRACTOR.
19. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
20. ALL TRADE CONTRACTORS are required to send a project manager and foreman to attend weekly TRADE CONTRACTORS coordination and safety meetings held by the CONSTRUCTION MANAGER. Date and location to be determined. An unexcused absence from this meeting could result in contract termination.
21. ALL TRADE CONTRACTORS shall be responsible for all work required by them for installation of their products but not shown on the bid documents. All costs associated with this work are the responsibility of the contractor requiring the work.
22. All TRADE CONTRACTORS shall be responsible for all testing, preinstallation meetings, and quality control listed in the contract documents.
23. All TRADE CONTRACTORS shall be responsible for all information included in the specifications. There are no exclusions allowed and any substitutions must be pre-approved by the architect of record.
24. ALL TRADE CONTRACTORS shall be responsible for general note on all drawings as it pertains to their scope of work.
25. Any work requiring saw-cutting or concrete slab removal, this TRADE CONTRACTOR shall be responsible to scan the area to ensure existing embedded items are not cut or damaged.

LOGISTICS

26. Each Trade Contractor shall coordinate all on-site activities including but not limited to site access, site parking, deliveries, etc. with Wight Construction Services, Inc. on-site supervision. Reference site utilization plan and other site specific plans.
27. Prior to storing any materials at site, each Trade Contractor needs to review and get approval by Construction Manager. There is limited access to stage materials at site, so only materials that can be installed that during that week will be allowed to be delivered to site. All delivered materials need to be staged in an approved location by Construction Manager.
28. Each Trade Contractor shall include the quantity and cost of required dumpsters in their base bid. This TRADE CONTRACTOR shall figure \$600 per dumpster.
 - a. Dumpsters will be procured and managed by the Construction Manager.

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DIVISION 1 – GENERAL CONDITIONS
SECTION 004100– Bid Package Scope

- b. Dumpster costs will be subtracted by change order from the successful trade contractor's base contract amount.
 - c. Dumpster use in excess of that proposed by this Trade Contractor will be adjusted by back charge. Waste material will be disposed of utilizing a method of sorting. This Trade Contractor will include disposal of its waste material to specific dumpster locations established for sorting on site.
29. ALL TRADE CONTRACTORS furnishing material for delivery and installation at any time on this project shall be responsible for the purchase and storage of that material at no additional cost to the Owner. Payment for stored material will be according to Contract Documents.
30. All TRADE CONTRACTORS shall be responsible for cleaning mud and stone off of the tires and tracks of their vehicles and construction equipment prior to entering public roadways off of the project site. All TRADE CONTRACTORS shall be responsible for repair of ruts and removal of trapped water on a continuous basis caused by the use of their motorized equipment.
31. The construction site hours are from **7:00 AM to 3:30 PM**. Contractors requiring off hours access shall acquire written permission in advance from CONSTRUCTION MANAGER. **The site construction hours and traffic times are subject to change by the Owner and Design/Builder and will be confirmed prior to the start of work.**
32. It is the responsibility of each TRADE CONTRACTOR to assure that his respective area of construction is watertight and protected from the elements, as necessary and as a result of his work, throughout the construction period.
33. ALL TRADE CONTRACTORS shall be responsible for all cost and permits required if street closures are required for any picks with cranes or other required activities onsite.
34. Remove all excess materials caused by this Trade Contractor from the site within one (1) calendar week of substantial completion of their scope of work.
35. All TRADE CONTRACTORS are required to attend all Preinstallation conferences as listed in the contract documents and required by the Construction Manager. Preinstallation conferences involve two separate meetings, the Preparatory Phase meeting and the Pre-Construction Huddle. The Preparatory Phase meeting will be scheduled by the Construction Manager one to two weeks prior to beginning the work. The Pre-Construction Huddle occurs just prior to work beginning. TRADE CONTRACTORS should be prepared to discuss all plans, specifications, submittals, required testing and safety-related hazards.

SAFETY

36. All TRADE CONTRACTORS shall be responsible for safety for this portion of the work. Provide all necessary ramps, scaffolding, handrails, ladders, equipment, etc. necessary to perform the described work. Comply with all O.S.H.A., local, state, or federal safety authorities having jurisdiction
37. This TRADE CONTRACTOR shall provide all necessary signage to alert traffic or other of the work being performed and to provide all related traffic control items as shown on the drawings and/or contract documents. Contractors shall provide a flagger for construction vehicles during school hours. **Any TRADE CONTRACTOR not adhering to the traffic**

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control requirements will result in the Construction Manager bringing a flagger onsite at the cost of the TRADE CONTRACTOR(S).

38. All TRADE CONTRACTORS are required to complete and turn in Wight Construction's **Activity Hazard Analysis**. AHA's are due prior to the commencement of work. All TRADE CONTRACTORS are required to complete and turn in weekly **Tool Box Talks** to Construction Manager's on-site supervision. See example Form 1 included in section 01200 – Progress Documentation and Procedures.
39. All contractor personnel on-site must adhere to Wight's Safety Policy which includes the following PPE: Hard Hat, Safety Glasses, Hi-Vis apparel, and work boots 100% of the time. Any personnel found not complying with this safety policy is subject to immediate removal from construction area.
40. Prior to starting work, all contractor personnel need to provide a valid government issued I.D. for RAPTOR scanning thru the school district. Also, all personnel will be required to complete Wight's Safety Orientation prior to the commencement of any work. Once completed personnel will receive approval to be on-site.
41. Prior to starting work, all contractors shall submit a site specific safety plan for the following task at a minimum:
 - a. Silica exposure plan
 - b. Fall protection plan
 - c. Scaffolding plan
 - d. Confined space plan
 - e. Trenching and excavation plan
 - f. Crane activity plan
 - g. Competent person training plan

Hot Work Permit/Analysis are required to be provided by this TRADE CONTRACTOR to the Construction Manager prior to the start of any work. Hot Work Forms can be obtained thru the Construction Manager.

42. Contractor agrees that it and its personnel shall at all times comply with the Firearm Concealed Carry Act (430 ILCS 66), including but not limited to the statutory provisions relating to prohibited areas and posted prohibited properties.
43. All TRADE CONTRACTORS that require the use of a crane shall have onsite coordination meeting with Construction Manager 48 hours prior to crane showing up onsite. Due to location and limited construction site, larger than anticipated crane's may be needed for specific lifts and shall be at the expense of this TRADE CONTRACTOR. Additional Crane mobilizations required to complete the work is at the expense of THIS TRADE CONTRACTOR.
44. This TRADE CONTRACTOR shall provide all required traffic, pollution and noise controls necessary to safely perform the work related to this TRADE CONTRACTOR'S scope of work.

PAYMENT

45. Each TRADE CONTRACTOR shall complete the payment application Schedule of Values sheet including full disclosure and listing of each aspect of TRADE CONTRACTOR's work and will be reviewed with Construction Manager for approval prior to the release of funds. Schedule of Values will be identified per School, North & South.

DIVISION 1 – GENERAL CONDITIONS
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Change order requests are required to be turned in no later than 30 days after the work has been completed and must be accompanied by a signed T&M ticket (if applicable) from the Superintendent. Change orders turned in later than 30 days and/or not accompanied by signed T&M ticket (if applicable) will be subject to rejection.

- 46. Weekly Certified Payroll Reports are required on a monthly basis.
- 47. ALL TRADE CONTRACTORS are responsible for meeting the current Illinois Department of Labor Prevailing Rates and Hourly Wages for Will County. ALL TRADE CONTRACTORS are responsible for keeping all certified payroll documents for a minimum of 3 years or as dictated by the Illinois statute, whichever is longer.

WARRANTY

- 48. Warranty will be executed upon **SUBSTANTIAL COMPLETION** of the entire project. Based on the sequencing of work this TRADE CONTRACTOR understands that portions of the work may be completed well in advance of this substantial completion date. All TRADE CONTRACTORS shall provide at a minimum, 1 year labor and material from the **SUBSTANTIAL COMPLETION** for the project. Please review the specifications to verify if longer labor and material warranties are required. The specifications shall supersede the 1 year warranty period referenced above if specifically noted within the specifications.

INSURANCE

- 49. It is hereby acknowledged that **TRADE CONTRACTOR** will provide the following insurance coverage as noted in the project manual:

General Liability – Per Project Aggregate, including CG 2010 (11/85) or its equivalent language which is CG2010 (10/01) the CG2037 (10/01) and Waiver of Subrogation endorsement in favor of Additional Insured's

General aggregate per project	\$2,000,000
Products/completed operations aggregate	\$2,000,000
Personal and advertising injury	\$1,000,000
Each occurrence	\$1,000,000

Automobile Liability Insurance – In favor of additional insured's
Bodily Injury and Property Damage Each Accident \$1,000,000

Excess/Umbrella Liability Insurance – Per Occurrence, In favor of additional insured's
Aggregate \$5,000,000
Each occurrence \$5,000,000

Workman's Compensation – Including Waiver of Subrogation endorsement in favor of Additional Insured's

\$500,000 each accident Bodily Injury by Accident
\$500,000 policy limit Bodily Injury by Disease
\$500,000 each employee Bodily Injury by Disease

Additional Insureds: TBD

- 50. **TRADE CONTRACTOR** hereby acknowledges that any sub-tiers performing labor on **TRADE CONTRACTOR'S** behalf is required to carry the same insurance requirements as noted above. **TRADE CONTRACTOR** is required to provide sub's Certificate of Insurance to Wight in a timely manner. This **TRADE CONTRACTOR** will be issued a \$100 back charge for each time this **TRADE CONTRACTOR's** or Subtier's certificate of insurance are submitted incorrectly.

SCHEDULE

51. This TRADE CONTRACTOR shall perform under guidelines of phasing and scheduling. The schedule contained in this Bid Group may be updated by future adjustments that will become part of said contractor's agreement. The Construction Schedule dates and sequences are subject to change, however, this TRADE CONTRACTOR will be held to the durations of the task as indicated in the bid schedule. If a date on this schedule is not met, all cost associated with making this lost time up will be back charge to the responsible TRADE CONTRACTOR.
52. **All TRADE CONTRACTORS understand that this is a fast-paced project and all durations on the schedule should be met. It is the responsibility of this TRADE CONTRACTOR to have a full crew working on Saturdays at no additional charge to the owner if the duration on the schedule is not met.**

SUBMITTALS

53. **A submittal log referencing all required submittals, specification numbers, and anticipated submission dates must be submitted to the Design/ Builder's office within 10 business days after the date of issuance of the Notice to Proceed.** Failure to provide this required information within the allotted time may result in the issuance of a Deductive Change Order to the offending TRADE CONTRACTOR, in an amount equal to \$100.00 for every calendar day past the 11th day that this is not provided. All submittals required for that TRADE CONTRACTORS must be submitted on or before the anticipated submission date. Failure to provide these required submittals within the allotted time may result in the issuance of a Deductive Change Order to the offending TRADE CONTRACTOR, in an amount equal to \$500.00 for every calendar day past the anticipated submission date.

All TRADE CONTRACTORS are required to provide all submittals electronically. Hard Copies of all samples and color selection charts shall be delivered directly to the Wight Construction's Darien office, attention to Antoine Menassa. All TRADE CONTRACTORS shall supply (1) set of approved construction shop drawings delivered on-site for use.

Sample O&M manuals and sample Manufacturer's warranties shall also be listed on the submittal log and submitted for review, and not just submitted with closeout documents.

54. All TRADE CONTRACTORS are required to use Procore to electronically submit all product data, shop drawings and RFI's (request for information) documentation. Procore is a website service designed specifically for transmitting submittals between construction team members. TRADE CONTRACTORS will be required to use this website and to understand the electronic submittal process. TRADE CONTRACTORS will also be required to have an active email address and a means to connect to the internet. Please see spec section 01300 for further information and or clarifications. Each submittal and RFI must include a cover page indicating company name, contact name, email address, phone number, submittal section number and submittal title. Submittals without this information will be returned.
55. Submittals required for approval at the start of the Project will **NOT** be acceptable as close out documentation. All Close Out documentation must be "New as provided and installed" documentation. Submit Close out Documentation on material furnished, owner's manuals, and product information including maintenance and care and all items listed in the specifications. Three (3) copies required. Submit Record Drawings (3) copies – Full Set. Drawings must be stamped "Record Drawings", signed, and dated in PDF and AutoCAD files. Three (3) original letters of Warranty & Guarantee will be submitted with the required documentation. Warranty must commence from **Project Substantial Completion date**, and not when the TRADE CONTRACTOR's work is

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DIVISION 1 – GENERAL CONDITIONS
SECTION 004100– Bid Package Scope

complete or when equipment is started up. All warranties must be 1 year, or as specified in the specifications (whichever is greater) from substantial completion on workmanship and materials. All training manuals must be submitted and training sessions scheduled, per owner's direction, before substantial completion. All attic stock required in the specifications must be delivered, inventoried with Wight's superintendent, and placed in a secure location within the building as directed by the CONSTRUCTION MANAGER. If required per the specifications, maintenance agreements, as-built drawings must be accompanied with the closeout documents. Failure to provide this closeout information and attic stock within two weeks of the substantial completion date, will result in the issuance of a Deductive Change Order, to the offending TRADE CONTRACTOR, in an amount equal to \$100.00 for every calendar day that the closeout documentation and attic stock has not been received.

56. All product data and shop drawing submittals are to be submitted to the Construction Manger's office within 10 business days after the date of issuance of the Notice to Proceed. Failure to provide the required information within the allotted time may result in the issuance of a Deductive Change Order to the offending TRADE CONTRACTOR, in an amount equal to \$500.00 for every calendar day past the 11th day that all submittals required for that TRADE CONTRACTORS Bid Account that have not been received.

CLEAN UP

57. ALL TRADE CONTRACTORS shall be responsible for keeping scrap, debris, cleared from the construction site on a continuing basis. TRADE CONTRACTORS will be required to list their respective dollar value for clean up on the Schedule of Values Form G703 **no later than 5 business days from the issuance of Notice to Proceed**. Each TRADE CONTRACTOR providing work during any week period, will be required to furnish one person DAILY, for the needed time to clean the building as directed by the Design/ Builder. If this clean up is not completed to the satisfaction of the Design/ Builder, the Design/ Builder will contract clean up to be done, and the TRADE CONTRACTOR will be back-charged accordingly.

LEAN

60. All TRADE CONTRACTORS are to understand that this project will be using LEAN Construction practices on this project. All Trade Contractors shall be responsible for attending and participating at the required meetings as outlined in the specifications and determined by the Construction Manager.
61. Wight Construction has adapted many LEAN Construction principles and expects that this TRADE CONTRACTOR participate in collaborative phase planning, collaborative production strategy and material flow, look ahead planning, weekly work plan meetings, and daily huddles. These strategies are used to prevent errors, eliminate waste, and save time and resources for all parties involved. At a minimum a project manager and foreman will be required to attend.

ACCEPTANCE

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.
 2500 North Frontage Road
 Darien, IL 60561

Signed: _____

Printed Name: _____

Position: _____

Date: _____

END OF SECTION 004100 –Scope

**BG2 BP4 SCOPE OF WORK FOR CERAMIC TILE (REBID)
CHILD ADVOCACY CENTER, WILL COUNTY**

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope requirements.

1. This TRADE CONTRACTOR shall reference ALL General, Demolition, Architectural, Electrical, Mechanical, Plumbing, and Technology Sheets included in this Bid Group 1 as they relate to **CERAMIC TILE**. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

Note: This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in back charge to expedite other TRADES.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this TRADE CONTRACTOR’s work for CERAMIC TILE including but not limited to wall tile, floor tile, tile base, grout, mortar, Schluter transitions and trims, Stainless Steel profiles at edges.

3. This TRADE CONTRACTOR all transitions between finish tile other finishes per details on A10.0.

4. This TRADE CONTRACTOR shall field measure for any non-typical occurrences and includes filler panels where required.

5. This TRADE CONTRACTOR shall provide grouted corners at all wall tile to floor tile inside corners U.N.O.

6. This TRADE CONTRACTOR shall be responsible for all the layout work, Measuring, and field dimensioning associated with the trade contractor’s work.

7. This TRADE CONTRACTOR shall be responsible for all floor and/or wall preparation required for the work of this TRADE CONTRACTOR. Start of work by this trade contractor on top of or against concrete/masonry / concrete board or any other surface acknowledges this trade contractor’s acceptance of quality and completeness of adjacent surface.

8. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor’s work as noted in the plans and specifications.

9. This TRADE CONTRACTOR shall be responsible for providing all shop drawings, submittals, samples and mock-ups per project specifications in a timely manner.

10. This TRADE CONTRACTOR shall be responsible for furnishing and delivering any and all extra materials specified to owner as listed in the specifications and shown on the construction documents properly packaged and labeled. Coordinate storage location with Construction Manager prior to delivery.

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Will County

Project#230186

Child Advocacy Center

Initials: _____ / _____

11. This TRADE CONTRACTOR shall be responsible for protecting any and all casework and related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager.
12. All materials to be staged in approved location by Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with Construction Manager prior to any onsite delivery.
13. This TRADE CONTRACTOR to provide sufficient equipment, material, skilled manpower, supervision and/or premium time/shift work (all without additional compensation) as may be required to complete the work of this Trade Contractor in accordance with the overall project schedule.
14. This TRADE CONTRACTOR is responsible to coordinate with other trades (Electrical, Plumbing, Carpentry, etc.) to insure proper installation of casework.
15. This TRADE CONTRACTOR is responsible to provide all ladders, scaffolding, hoisting, lifts, etc. necessary to complete work in accordance with project schedule.
16. This TRADE CONTRACTOR understands that only one floor will be available at a time for millwork and casework installation. This TRADE CONTRACTOR includes multiple mobilizations for your scope of work.

ALLOWANCES, BOND, & ALTERNATES

1. This TRADE CONTRACTOR shall include an allowance of \$10,000.00 in their base bid to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

Alternate

1. **Alternate #1** Provide a unit cost to prep and level and skim coat the floor where porcelain tile is being installed.

ACCEPTANCE

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

00300-1

Will County

Project#230186

Child Advocacy Center

Initials: _____ / _____

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

Signed: _____
Printed Name: _____
Position: _____
Date: _____

END OF SECTION 003000 – Scope

**BG2 BP05 - SCOPE OF WORK FOR ACT CEILINGS (REBID)
CHILDRENS ADVOCAY CENTER, WILL COUNTY**

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see the entirety of the bid documents for all scope requirements.

1. This TRADE CONTRACTOR shall reference ALL General, Existing Architectural, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Technology, Fire Alarm, Plumbing, Electrical Demolition and Electrical sheets included in this Bid Group as they relate to **ACT CEILINGS**. This TRADE CONTRACTOR shall read all Specification Sections in this manual as well as Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower and equipment to complete this TRADE CONTRACTOR’s scope of work within the designated duration provided.

This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in a back charge to expedite other TRADES.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc. to complete all aspects of this TRADE CONTRACTOR’s work including ALL suspended acoustical ceiling components including acoustical panels (ACT-1), metal suspension systems, perimeter suspension edge trim, metal edge moldings, acoustical ceiling tiles/panels, sound-absorbing tiles/panels, shadow moldings, trim, transition trims, hangers, tie wires, grid, fasteners, etc. as listed in Specification and shown on the reflected ceiling plans in the drawings.

NOTE: This TRADE CONTRACTOR shall NOT be responsible for any gypsum board ceilings as shown in the Reflected Ceiling Plans. This shall be the responsibility of the Framing and Drywall Contractor.

3. This TRADE CONTRACTOR shall be responsible for the coordination and accommodation of miscellaneous equipment and fixtures scheduled to be installed in acoustical ceilings including but not limited to grilles, diffusers, access panels, light fixtures, fire alarm fixtures, sprinklers, etc. as listed in the specifications and shown on the construction documents.

Note: This also includes the Basement level ACT for removal and reinstallation of ACT to allow for MEP trades to perform work. Materials are to be removed, stored, and protected from damage, re installed once work is completed.

4. This TRADE CONTRACTOR shall be responsible for any and all final adjustments to the suspension system for the final light fixture and sprinkler head location and positioning.
5. This TRADE CONTRACTOR shall provide all clip hangers, angles, and miscellaneous metal of any nature, which is required for work covered by this TRADE CONTRACTOR.
6. This TRADE CONTRACTOR shall be responsible for protecting any and all Acoustical Ceilings related materials and equipment on-site and as specified: prior to installation, during installation and/or until final acceptance by Construction Manager. Refer to specifications for further detail.
7. This TRADE CONTRACTOR shall be responsible for the daily cleanup of the workspace and hauling debris to the dumpster provided by others.

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Will County

Project #xxxxxxx

Children’s Advocacy Center

Initials: _____ / _____

ALLOWANCES, BOND, AND ALTERNATES

8. This TRADE CONTRACTOR shall include an allowance of \$5,000 in their base bid to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of the Construction Manager.

ACCEPTANCE

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

Signed: _____

Printed Name: _____

Position: _____

Date: _____

END OF SECTION 00300 – Scope

**BG2 BP06 SCOPE OF WORK FOR FLOORING (REBID)
CHILD ADVOCACY CENTER, WILL COUNTY**

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see the entirety of the bid documents for all scope requirements.

1. This TRADE CONTRACTOR shall reference ALL General, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Fire Alarm, and Electrical Sheets included in this Bid Group as they relate to **FLOORING**. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in a back charge to expedite other TRADES.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this TRADE CONTRACTOR’s work for flooring including all Resilient Base, Carpet Tile, Luxury Vinyl Tile, Reducer Strips, Expansion Joint, Transitions Strips, Walk off Carpet Tile, and all associated transitions as listed in the specifications and shown on the construction documents.

NOTE: This TRADE CONTRACTOR shall be responsible for all adhesives, fasteners, etc., required for a complete installation.

3. This TRADE CONTRACTOR shall be responsible for the furnishing and installation of Shaw Contract Carpet Tile and Luxury Vinyl Tile and adhesive.
4. This TRADE CONTRACTOR shall be responsible for all layout work, measuring, and field dimensioning associated with this Trade Contractor's work.
5. This TRADE CONTRACTOR shall be responsible for all floor preparation required for the work of this TRADE CONTRACTOR. The start of work by this trade contractor on top of or against concrete/masonry/drywall or any other surface acknowledges this trade contractor’s acceptance of the quality and completeness of the adjacent surface.
6. This TRADE CONTRACTOR shall be responsible for protecting any and all flooring and related materials and equipment on-site and as specified: prior to installation, during installation, and/or until final acceptance by the Construction Manager.
7. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor’s work as noted in the plans and specifications.

NOTE: This TRADE CONTRACTOR shall be responsible for providing all shop drawings, submittals, and mock-ups per project specifications in a timely manner.

8. All materials are to be staged in an approved location by the Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with the Construction Manager prior to any onsite delivery.

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- 9. This TRADE CONTRACTOR is to provide sufficient equipment, material, skilled manpower, supervision, and/or premium time/shift work (all without additional compensation) as may be required to complete the work of this Trade Contractor in accordance with the overall project schedule.
- 10. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
- 11. Provide standard attic stock for projects this size. All surplus (left-over) flooring materials shall be hauled off-site by this TRADE CONTRACTOR. This material shall not to be placed in an on-site dumpster.

NOTE: This TRADE CONTRACTOR shall be responsible for furnishing and delivering any and all extra materials specified to the owner as listed in the specifications and shown on the construction documents properly packaged and labeled. Coordinate storage location with the Construction Manager prior to delivery.

- 12. This TRADE CONTRACTOR shall be responsible for daily cleanup of workspace and hauling debris to dumpster.

ALLOWANCES, BOND, & ALTERNATES

- 13. This TRADE CONTRACTOR shall include an allowance of \$10,000 in their base bid for major floor prep, leveling, and moisture mitigation. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction the of Construction Manager.
- 14. Alternate #1: Provide a unit cost to prep and level and skim coat floor receiving LVT flooring.
- 15. Alternate #2: Prove a unit cost to prep and level and skim coat the flooring area covered by carpet tile an where walk off carpet is being installed.

ACCEPTANCE

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

Signed: _____

Printed Name: _____

Position: _____

Date: _____

END OF SECTION 003000 –Scope

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**BG2 BP012 SCOPE OF WORK FOR INTERIOR SIGNAGE (REBID)
CHILD ADVOCACY CENTER, WILL COUNTY**

Scope – This TRADE CONTRACTOR’s scope shall include but not be limited to the scope listed below. Please see the entirety of the bid documents for all scope requirements.

1. This TRADE CONTRACTOR shall reference ALL General, Architectural Demolition, Architectural, Mechanical, Mechanical Demolition, Plumbing Demolition, Plumbing, Electrical Demolition, Technology, Fire Alarm, and Electrical Sheets included in this Bid Group as they relate to FLOORING. This TRADE CONTRACTOR shall read all Notes and General Notes included in the drawings as they pertain to this scope of work. This TRADE CONTRACTOR shall review the project SCHEDULE included in this project manual and provide sufficient manpower to complete this TRADE CONTRACTOR’s scope of work within the designated durations provided.

This TRADE CONTRACTOR will need to properly staff the project to meet the durations of the schedule. Failure to do so will result in a back charge to expedite other TRADES.

2. This TRADE CONTRACTOR shall be responsible for furnishing and installing all materials, skilled and/or licensed labor, equipment, tools, etc... to complete all aspects of this TRADE CONTRACTOR’s work for Interior Signage as listed in the specifications and shown on the construction documents.
3. This TRADE CONTRACTOR shall be responsible for the furnishing and installation of the Interior Signage as shown on A12.01
4. This TRADE CONTRACTOR shall be responsible for all layout work, measuring, and field dimensioning associated with this Trade Contractor’s work.
5. This TRADE CONTRACTOR shall be responsible for and compliant with all specified requirements including but not limited to all: Performance Requirements, Submittals, QA, Testing, Training, QC, and Extra Materials specified and pertaining to this trade contractor’s work as noted in the plans and specifications.

NOTE: This TRADE CONTRACTOR shall be responsible for providing all shop drawings, submittals, and mock-ups per project specifications in a timely manner.

6. All materials are to be staged in an approved location by the Construction Manager and owner. This TRADE CONTRACTOR shall be responsible for coordinating staging/storing location with the Construction Manager prior to any onsite delivery.
7. This TRADE CONTRACTOR is to provide sufficient equipment, material, skilled manpower, supervision, and/or premium time/shift work (all without additional compensation) as may be required to complete the work of this Trade Contractor in accordance with the overall project schedule.
8. All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
9. Provide standard attic stock for projects this size. All surplus (left-over) materials shall be hauled off-site by this TRADE CONTRACTOR. This material shall not to be placed in an on-site dumpster.

10. This TRADE CONTRACTOR shall be responsible for daily cleanup of workspace and hauling debris to dumpster provided by others.

ALLOWANCES, BOND, & ALTERNATES

11. This TRADE CONTRACTOR shall include an allowance of **\$1,000 in their base bid** for any unforeseen conditions.

ACCEPTANCE

Accepted as listed above in addition to terms and conditions of the original construction documents on which the bid was based.

Company: Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

Signed: _____

Printed Name: _____

Position: _____

Date: _____

END OF SECTION 003000 –Scope

SECTION 004101 - BID FORM

BID DATE/TIME: **Monday, October 16, 2023., 02:00 PM (CDT)**
(as date/time stamped by the County of WILL Receptionist)

BID TO: County of WILL

RECEIVED BY: County of WILL
302 N. Chicago Street,
Joliet, Illinois 60432

BID FROM: _____

BID FOR: **Bid Group 02 - Bid Package 04 (Rebid) – Ceramic Tile**

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

Having examined the project site and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, WIGHT & COMPANY, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish the described material and/or services for stated lump sum price.

To hold this bid open until **60** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Contract Document Schedule. This schedule is bound in the Project Manual.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification **004100** Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT – WILL COUNTY CHILD ADVOCACY CENTER:

_____ Dollars (\$_____)

Allowance:

This TRADE CONTRACTOR shall include an allowance of \$10,000.00 in their base bid to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

Award Basis:

The project will be awarded based upon the lowest responsible bidder. Owner and Construction Manager alternates may be considered to find the lowest responsible bidder if the result of combining the base bid and the selected alternate(s) is the lowest responsible bid and is to the benefit of the owner.

Alternate Bid:

Alternate #1 Provide a unit cost to prep and level and skim coat the floor where porcelain tile is being installed.

ADD/DEDUCT _____ Dollars (\$_____)

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in base bid price.

Proposed Voluntary Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices (as applicable to this Trade Contractor's scope of work) (additive or deductive).

None

LABOR RATES:

Provide the following **hourly rates** shall **not** including overhead & profit for (Labor rates effective April 3, 2023):

PLEASE FILL IN ALL TRADES THAT WILL BE ON SITE

		Straight Time	Premium Time	Double Time
	Laborer	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Operator	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
Equipment				
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall be prepared to submit a proposed submittals list/schedule/material log at the Scope Review and no later than within five (5) calendar days of Notice To Proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting completion.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner and Construction Manager from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 20__.

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

(Firm Name)

(Address)

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me

this _____ day of _____, 20__.

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____ work for Will County Child Advocacy Center 1206 Cedarwood Dr. Crest Hill, IL 60403 certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION
AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, _____ the individual whose signature appears below on this bid/contract
for _____ hereby certify that the
bidding party/contracting party is not barred from bidding on the contract as a result of a
violation of either Section 33E-3 or Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois
Compiled Statutes, as amended.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor

will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Agent of Contractor (name and title)

DATE: _____

SEXUAL HARASSMENT POLICY

_____, having submitted a bid for _____
(Name of Contractor)

_____ to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 , hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20____.

Notary Public

TAX CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a

proposal to **Will County Child Advocacy Center** _____

and I hereby certify that _____ is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before

me this ____ day _____, 20____.

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) and will provide a copy thereof to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 prior to commencement of work on the Project.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__.

Notary Public

**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

_____ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then

_____ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with **Will County Child Advocacy Center** we will comply fully with the "Illinois Prevailing Wage Act (820 ILCS 130/0.1 et seq.)" We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____
work for **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403,
certifies that said contractor is not barred from bidding on the aforementioned contract as a
result of a violation of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as a part of its bid for the

_____ work for **Will County Child Advocacy Center** 1206
Cedarwood Dr. Crest Hill, IL 60403 certifies that said Contractor is not barred from bidding on
the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

CRIMINAL BACKGROUND INVESTIGATION

The undersigned hereby authorizes of **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, to request a criminal background investigation from the Illinois State Police, and to receive criminal history record information pursuant thereto.

By: _____
(Signature of Applicant of Employee)

(Printed or Typed Name of Applicant Employee)

Date: _____

CERTIFICATE REGARDING BAN ON TOBACCO

_____ (Vendor/Contractor), pursuant to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, hereby certifies that (his, her, its) employees and any sub-contractors will abide by the ban on smoking in all buildings and on all grounds; and, that it will abide by a ban on the use of electronic cigarettes, e-cigarettes, similar devices, and tobacco products in all buildings and on all grounds.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

END SECTION 004101

SECTION 004101 - BID FORM

BID DATE/TIME: **Monday, October 16, 2023., 02:00 PM (CDT)**
(as date/time stamped by the County of WILL Receptionist)

BID TO: County of WILL

RECEIVED BY: County of WILL
302 N. Chicago Street,
Joliet, Illinois 60432

BID FROM: _____

BID FOR: **Bid Group 02 - Bid Package 05 (Rebid) – ACT Ceilings**

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

Having examined the project site and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, WIGHT & COMPANY, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish the described material and/or services for stated lump sum price.

To hold this bid open until **60** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Contract Document Schedule. This schedule is bound in the Project Manual.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification **004100** Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT – WILL COUNTY CHILD ADVOCACY CENTER:

_____ Dollars (\$_____)

Allowance:

This TRADE CONTRACTOR shall include an allowance of \$5,000 in their base bid to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of the Construction Manager.

Award Basis:

The project will be awarded based upon the lowest responsible bidder. Owner and Construction Manager alternates may be considered to find the lowest responsible bidder if the result of combining the base bid and the selected alternate(s) is the lowest responsible bid and is to the benefit of the owner.

Alternate Bid:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in base bid price.

Proposed Voluntary Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices (as applicable to this Trade Contractor's scope of work) (additive or deductive).

None

LABOR RATES:

Provide the following **hourly rates** shall **not** including overhead & profit for (Labor rates effective April 3, 2023):

PLEASE FILL IN ALL TRADES THAT WILL BE ON SITE

		Straight Time	Premium Time	Double Time
	Laborer	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Operator	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
Equipment				
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall be prepared to submit a proposed submittals list/schedule/material log at the Scope Review and no later than within five (5) calendar days of Notice To Proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period.

The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting completion.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner and Construction Manager from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any

laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 20__.

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

(Firm Name)

(Address)

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me

this _____ day of _____, 20__.

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____ work for Will County Child Advocacy Center 1206 Cedarwood Dr. Crest Hill, IL 60403 certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION
AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, _____ the individual whose signature appears below on this bid/contract
for _____ hereby certify that the
bidding party/contracting party is not barred from bidding on the contract as a result of a
violation of either Section 33E-3 or Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois
Compiled Statutes, as amended.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor

will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Agent of Contractor (name and title)

DATE: _____

SEXUAL HARASSMENT POLICY

_____, having submitted a bid for _____
(Name of Contractor)

_____ to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 , hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20____.

Notary Public

TAX CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a

proposal to **Will County Child Advocacy Center** _____

and I hereby certify that _____ is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20____.

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) and will provide a copy thereof to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 prior to commencement of work on the Project.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__.

Notary Public

**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

_____ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then

_____ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with **Will County Child Advocacy Center** we will comply fully with the "Illinois Prevailing Wage Act (820 ILCS 130/0.1 et seq.)" We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____
work for **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403,
certifies that said contractor is not barred from bidding on the aforementioned contract as a
result of a violation of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as a part of its bid for the

_____ work for **Will County Child Advocacy Center** 1206
Cedarwood Dr. Crest Hill, IL 60403 certifies that said Contractor is not barred from bidding on
the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

CRIMINAL BACKGROUND INVESTIGATION

The undersigned hereby authorizes of **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, to request a criminal background investigation from the Illinois State Police, and to receive criminal history record information pursuant thereto.

By: _____
(Signature of Applicant of Employee)

(Printed or Typed Name of Applicant Employee)

Date: _____

CERTIFICATE REGARDING BAN ON TOBACCO

_____ (Vendor/Contractor), pursuant to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, hereby certifies that (his, her, its) employees and any sub-contractors will abide by the ban on smoking in all buildings and on all grounds; and, that it will abide by a ban on the use of electronic cigarettes, e-cigarettes, similar devices, and tobacco products in all buildings and on all grounds.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

END SECTION 004101

SECTION 004101 - BID FORM

BID DATE/TIME: **Monday, October 16, 2023., 02:00 PM (CDT)**
(as date/time stamped by the County of WILL Receptionist)

BID TO: County of WILL

RECEIVED BY: County of WILL
302 N. Chicago Street,
Joliet, Illinois 60432

BID FROM: _____

BID FOR: **Bid Group 02 - Bid Package 06 (Rebid) – Flooring**

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

Having examined the project site and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, WIGHT & COMPANY, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish the described material and/or services for stated lump sum price.

To hold this bid open until **60** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Contract Document Schedule. This schedule is bound in the Project Manual.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification **004100** Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT – WILL COUNTY CHILD ADVOCACY CENTER:

_____ Dollars (\$_____)

Allowance:

This TRADE CONTRACTOR **shall include an allowance of \$10,000 in their base bid** for major floor prep, leveling, and moisture mitigation. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction the of Construction Manager

Award Basis:

The project will be awarded based upon the lowest responsible bidder. Owner and Construction Manager alternates may be considered to find the lowest responsible bidder if the result of combining the base bid and the selected alternate(s) is the lowest responsible bid and is to the benefit of the owner.

Alternate Bid:

Alternate #1: Provide a unit cost to prep and level and skim coat floor receiving LVT flooring.

ADD/DEDUCT _____ Dollars (\$_____)

Alternate #2: Prove a unit cost to prep and level and skim coat the flooring area covered by carpet tile an where walk off carpet is being installed.

ADD/DEDUCT _____ Dollars (\$_____)

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in base bid price.

Proposed Voluntary Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____

3. _____

Owner Requested Unit Prices (as applicable to this Trade Contractor's scope of work) (additive or deductive).

None

LABOR RATES:

Provide the following **hourly rates** shall **not** including overhead & profit for (Labor rates effective April 3, 2023):

PLEASE FILL IN ALL TRADES THAT WILL BE ON SITE

		Straight Time	Premium Time	Double Time
	Laborer	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Operator	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
Equipment				
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall be prepared to submit a proposed submittals list/schedule/material log at the Scope Review and no later than within five (5) calendar days of Notice To Proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting completion.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner and Construction Manager from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 20__.

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

(Firm Name)

(Address)

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me

this _____ day of _____, 20__.

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____ work for Will County Child Advocacy Center 1206 Cedarwood Dr. Crest Hill, IL 60403 certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION
AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, _____ the individual whose signature appears below on this bid/contract
for _____ hereby certify that the
bidding party/contracting party is not barred from bidding on the contract as a result of a
violation of either Section 33E-3 or Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois
Compiled Statutes, as amended.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor

will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Agent of Contractor (name and title)

DATE: _____

SEXUAL HARASSMENT POLICY

_____, having submitted a bid for _____
(Name of Contractor)

_____ to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 , hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20____.

Notary Public

TAX CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a

proposal to **Will County Child Advocacy Center** _____

and I hereby certify that _____ is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before

me this _____ day _____, 20____.

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) and will provide a copy thereof to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 prior to commencement of work on the Project.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__.

Notary Public

**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

_____ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then

_____ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with **Will County Child Advocacy Center** we will comply fully with the "Illinois Prevailing Wage Act (820 ILCS 130/0.1 et seq.)" We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____
work for **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403,
certifies that said contractor is not barred from bidding on the aforementioned contract as a
result of a violation of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as a part of its bid for the

_____ work for **Will County Child Advocacy Center** 1206
Cedarwood Dr. Crest Hill, IL 60403 certifies that said Contractor is not barred from bidding on
the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: _____

By: _____

(Signature)

(Printed Name & Title)

Date: _____

CRIMINAL BACKGROUND INVESTIGATION

The undersigned hereby authorizes of **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, to request a criminal background investigation from the Illinois State Police, and to receive criminal history record information pursuant thereto.

By: _____
(Signature of Applicant of Employee)

(Printed or Typed Name of Applicant Employee)

Date: _____

CERTIFICATE REGARDING BAN ON TOBACCO

_____ (Vendor/Contractor), pursuant to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, hereby certifies that (his, her, its) employees and any sub-contractors will abide by the ban on smoking in all buildings and on all grounds; and, that it will abide by a ban on the use of electronic cigarettes, e-cigarettes, similar devices, and tobacco products in all buildings and on all grounds.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

END SECTION 004101

SECTION 004101 - BID FORM

BID DATE/TIME: **Monday, October 16, 2023., 02:00 PM (CDT)**
(as date/time stamped by the County of WILL Receptionist)

BID TO: County of WILL

RECEIVED BY: County of WILL
302 N. Chicago Street,
Joliet, Illinois 60432

BID FROM: _____

BID FOR: **Bid Group 02 - Bid Package 12 (Rebid) – Interior Signage**

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. _____ dated _____
No. _____ dated _____
No. _____ dated _____
No. _____ dated _____

Having examined the project site and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, WIGHT & COMPANY, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish the described material and/or services for stated lump sum price.

To hold this bid open until **60** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Contract Document Schedule. This schedule is bound in the Project Manual.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification **004100** Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT – WILL COUNTY CHILD ADVOCACY CENTER:

_____ Dollars (\$_____)

Allowance:

This TRADE CONTRACTOR **shall include an allowance of \$1,000 in their base bid** for any unforeseen conditions.

Award Basis:

The project will be awarded based upon the lowest responsible bidder. Owner and Construction Manager alternates may be considered to find the lowest responsible bidder if the result of combining the base bid and the selected alternate(s) is the lowest responsible bid and is to the benefit of the owner.

Alternate Bid:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in base bid price.

Proposed Voluntary Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices (as applicable to this Trade Contractor's scope of work) (additive or deductive).

None

LABOR RATES:

Provide the following **hourly rates** shall **not** including overhead & profit for (Labor rates effective April 3, 2023):

PLEASE FILL IN ALL TRADES THAT WILL BE ON SITE

		Straight Time	Premium Time	Double Time
	Laborer	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Operator	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
Equipment				
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall be prepared to submit a proposed submittals list/schedule/material log at the Scope Review and no later than within five (5) calendar days of Notice To Proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period.

The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting completion.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner and Construction Manager from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any

laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 20__.

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

(Firm Name)

(Address)

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me

this _____ day of _____, 20__.

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____ work for Will County Child Advocacy Center 1206 Cedarwood Dr. Crest Hill, IL 60403 certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

**CRIMINAL CODE CERTIFICATION
AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, _____ the individual whose signature appears below on this bid/contract
for _____ hereby certify that the
bidding party/contracting party is not barred from bidding on the contract as a result of a
violation of either Section 33E-3 or Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois
Compiled Statutes, as amended.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor

will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Agent of Contractor (name and title)

DATE: _____

SEXUAL HARASSMENT POLICY

_____, having submitted a bid for _____
(Name of Contractor)

_____ to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 , hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20____.

Notary Public

TAX CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a

proposal to **Will County Child Advocacy Center** _____

and I hereby certify that _____ is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20____.

Notary Public

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) and will provide a copy thereof to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403 prior to commencement of work on the Project.

By: _____
Authorized Agent of Contractor (name and title)

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__.

Notary Public

**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

_____ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then

_____ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with **Will County Child Advocacy Center** we will comply fully with the "Illinois Prevailing Wage Act (820 ILCS 130/0.1 et seq.)" We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

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_____, as part of its bid for the _____
work for **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403,
certifies that said contractor is not barred from bidding on the aforementioned contract as a
result of a violation of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as a part of its bid for the

_____ work for **Will County Child Advocacy Center** 1206
Cedarwood Dr. Crest Hill, IL 60403 certifies that said Contractor is not barred from bidding on
the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC

CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

CRIMINAL BACKGROUND INVESTIGATION

The undersigned hereby authorizes of **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, to request a criminal background investigation from the Illinois State Police, and to receive criminal history record information pursuant thereto.

By: _____
(Signature of Applicant of Employee)

(Printed or Typed Name of Applicant Employee)

Date: _____

CERTIFICATE REGARDING BAN ON TOBACCO

_____ (Vendor/Contractor), pursuant to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, hereby certifies that (his, her, its) employees and any sub-contractors will abide by the ban on smoking in all buildings and on all grounds; and, that it will abide by a ban on the use of electronic cigarettes, e-cigarettes, similar devices, and tobacco products in all buildings and on all grounds.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____

END SECTION 004101

SECTION 011000– SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. The Owner is: Will County
302 N. Chicago Street.
Joliet, IL 60432
- B. The Architect is: Wight & Company
2500 North Frontage Road
Darien, Illinois 60561
- C. The Construction Manager is: Wight Construction Services, Inc.
2500 North Frontage Road
Darien, Illinois 60561
- D. Section Includes:
 - 1. Project description.
 - 2. Contracts scope description.
 - 3. Applicable regulatory requirements.
 - 4. Permits and licenses.
 - 5. Access to the site.
 - 6. Contractor's use of the premises.
 - 7. Coordination requirements.
 - 8. Work sequence.
- E. Related Requirements:
 - 1. Contract responsibilities and general requirements: Elsewhere in Division 01.
 - 2. Scope of Work for each trade is identified in bid package scope document 004100.

1.2 PROJECT DESCRIPTION

- A. The Bid Group consists of completing scope as associated with the project identified as Orland Park Public Library Renovation.
- B. The project location is:

Child Advocacy Center
1206 Cedarwood Dr.
Crest Hill, IL 60403

C. The Group No. 2 Bid Packages Work consists of:

- Bid Package #04 (Rebid)– Ceramic Tile
- Bid Package #05 (Rebid)– ACT Ceiling
- Bid Package #06 (Rebid)– Flooring
- Bid Package #12 (Rebid)– Interior Signage

The Work consists of:

1. Access to site.
2. Contractor's use of the premises.
3. Coordination requirements.
4. Coordination drawings.

D. Sequencing:

1. Refer to the attached Construction Manager's schedule for construction sequences for this project.

1.3 PRIME CONTRACTS

A. Each prime contract shall include the work described in:

1. The agreement.
2. The General Provisions.
3. The Bid Form.
4. Division 01 specification sections, except as specifically indicated to be the responsibility of a particular Contractor.

B. Other sections which include descriptions of the scope of work of prime contracts are:

1. Summary of Work
2. Payment Procedures
3. Progress Documentation and Procedures
4. Submittal Procedures
5. Quality Requirements
6. Temporary Utilities
7. Product Requirements
8. Substitutions
9. Construction Procedures
10. Record Documents
11. Construction Waste Management
12. Closeout Procedures
13. O & M Data
14. Demonstration and Training

C. All Contractors' Duties:

1. Owner is exempt from sales tax on products permanently incorporated in work.
2. Obtain sales tax exemption certificate number from Owner.
3. Place exemption certificate number on invoices for materials incorporated in work.
4. All contractors shall provide Performance, Labor and Material Payment Bonds.
5. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at times of receipt of bids:
 - a. Permits: All permits required (except Building Permit).
 - b. Government fees.
 - c. Licenses.
6. All contractors working on site must be licensed and bonded according to requirements of Will County.
7. Contact inspecting agencies associated with contractor specific work to: a) schedule any and all required inspections, b) complete that work required for acceptance of contractor specific work by the jurisdictional inspecting agency, and c) submit all inspecting agency sign-off related documentation to Construction Manager.

1.4 DEFINITIONS

- A. Furnish: To supply products to the project site, including delivering ready for unloading and replacing damaged and rejected products.
- B. Install: To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.
- C. Provide: To furnish and install products.
- D. Indicated: Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

1.5 REGULATORY REQUIREMENTS

- A. AS ADOPTED BY THE ILLINOIS ADMINISTRATIVE CODE, TITLE 23: EDUCATION AND CULTURAL RESOURCES, SUBTITLE A: EDUCATION, CHAPTER I: STATE BOARD OF EDUCATION, SUBCHAPTER D: CONSTRUCTION AND BUILDING MAINTENANCE, PART 180 HEALTH/LIFE SAFETY CODE FOR PUBLIC SCHOOLS, SECTION 180.60 APPLICABILITY:

ILLINOIS ADMINISTRATIVE CODE, TITLE 23,180

1. 2012 International Building Code
2. 2012 International Energy Conservation (IECC)
3. 2012 International Existing Building Code (IEBC);

4. 2012 International Fire Code (IFC), excluding Chapter 4;
5. 2012 International Fuel Gas Code (IFGC);
6. 2012 International Mechanical Code (IMC);
7. 2012 International Property Maintenance Code (IPMC)
8. 2010 ADA Standards for Design (Accessibility Code)

B. AMENDMENTS

1. The administrative provisions of this Part shall apply instead of the administrative provisions contained in Sections 101.4.4, 103-108, 110-113, and 115 of Chapter 1 of the International Building Code.
2. The Illinois Accessibility Code (71 Ill. Adm. Code 400) shall apply instead of the accessibility provisions set forth in Chapter 11 of the International Building Code.
3. The requirements set forth in the Illinois Plumbing Code (77 Ill. Adm. Code 890) shall apply instead of those expressed in Section 101.4.4 of Chapter 1 and incorporated in Chapter 35 of the International Building Code.
4. The requirements set forth in the Illinois State Fire Marshal's rules titled Boiler and Pressure Vessel Safety (41 Ill. Adm. Code 120) shall apply instead of those expressed in the Boiler and Pressure Vessel Safety Code (ASME 98) published by the American Society of Mechanical Engineers and incorporated in Chapter 35 of the International Building Code.

(Source: Amended at 33 Ill. Reg. 15265, effective October 20, 2009)

C. Authorities

1. Office of the State Fire Marshall and local Fire Department having jurisdiction.

D. Other regulations may also be applicable.

E. Obtain copies of the regulations listed above and keep at the project site for the use of all parties.

F. Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the Construction Manager directly.

1.6 ACCESS TO THE SITE AND USE OF THE PREMISES

A. The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is the areas of construction.

B. Other areas are off limits to all construction personnel unless permission is granted by the Owner and Construction Manager.

C. Access to site will be restricted as required by the Construction Manager.

D. The following existing facilities may be used by construction personnel:

1. NONE

- E. The Owner will continue to occupy the existing building adjacent to the areas where construction is to occur.
 - 1. Conduct the work so as to cause the least interference with the Owner's operations.
 - 2. Limited storage areas will be available at the project site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 COORDINATION WITH OCCUPANTS / VILLAGE

- A. Occupied areas include all areas in which the Owner's regular operations will be going on or to which the Owner requires access during the construction period, whether conducted by the Owner or his customers, clientele, or the public.
- B. Perform all work on weekdays, between 7:00 a.m. and 4:00 p.m., except as otherwise indicated on the drawings, elsewhere in the specifications and or as restricted by local ordinance. Activities which will require temporary shut down of necessary utilities must be scheduled to cause no interruption to park district activity.
- C. Separate occupied areas from construction areas with dust-proof partitions.
 - 1. Where it is absolutely necessary to conduct construction operations in occupied areas, obtain the Owner's approval of the time period, the areas to be used, and the means of separating the work from the occupants.
- D. Limit access through occupied areas to those days and times which the Construction Manager and Owner approves.
- E. Provide separate access from the exterior to the construction areas, without passing through occupied areas.
- F. When the following must be modified, provide alternate facilities acceptable to the Construction Manager:
 - 1. Emergency means of egress.
 - 2. Entrances which must remain open.
 - 3. Utilities which must remain in operation.
 - 4. Informational signage.

3.2 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.

- B. Provide secure storage for materials for which the Owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.
- D. Contractor personnel will be required to check in through the Construction Manager's site office each day.

3.3 COORDINATION

- A. Each prime Contractor shall coordinate his activities with the activities of other Contractors.
- B. If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.
 - 1. Inform the Owner when coordination of his work is required.
- C. See other requirements in other portions of the Contract Documents.

END OF SECTION 011000

SECTION 012000 - PAYMENT, MODIFICATION & COMPLETION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Schedule of values.
 - 2. Payment procedures.
 - 3. Modification procedures.
 - 4. Completion procedures.

- B. Related Requirements:
 - 1. Progress payment dates and time limits.

1.2 CONTRACT CONDITIONS

- A. See the General Provisions for additional requirements.

- B. The Owner will retain from each progress payment an amount equal to 10 percent of the value of the work covered by the progress payment.
 - 1. At substantial completion the Contractor may apply for release of retainage sufficient to bring the total of payments to 95 percent of the contract sum, less those amounts that are withheld to cover incomplete or incorrect work and unsettled claims, as defined elsewhere.

- C. No payment will be made for materials or equipment stored off site unless specifically approved in advance, in writing by the owner. Submit copy of the Owner's agreement to pay for such materials and equipment with the application for payment covering such materials, equipment, receipts and such specific certificates of insurance for such stored material.

- D. Payments may be withheld if the Contractor fails to make dated submittals within the time periods specified.

1.3 DEFINITIONS

- A. Change Proposal Request: Any written request from the Construction Manager to the Contractor for a quotation, price, or breakdown on a change proposed but not ordered.

- B. Final Completion: The stage at which all incomplete and incorrect work has been completed or corrected in accordance with the Contract Documents.

- C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the Contractor for the purpose of obtaining certification of substantial completion. This list is also referred to as a "punchlist."
- D. Modifications: Written amendments to the contract signed by the Construction Manager and the Contractor, change orders, construction change directives, and written orders for a minor change in the work issued by the Construction Manager.
- E. Schedule of Values: A detailed breakdown of the contract sum into individual cost items, which will serve as the basis for evaluation of applications for progress payments during construction.
- F. Substantial Completion: The time at which the work, or a portion of the work which the Construction Manager agrees to accept separately, is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose.
- G. Time and Material Work: Work which will be paid for on the basis of the actual cost of the work, including materials, labor, equipment, and other costs as defined elsewhere, as documented by detailed records. This basis is also referred to using the terms "cost-plus," "cost of the work," "force account," and similar terms.

1.4 SUBMITTALS

- A. Schedule of Values: First application for payment will not be reviewed without schedule of values.
 - 1. Submit in size not larger than 8-1/2 by 11 inches.
 - 2. Submit 3 copies.
 - 3. Identify with:
 - a. Project name.
 - b. Project number.
 - c. Construction Manager's name.
 - d. Owner's name.
 - e. Contractor's name and address.
 - f. All major subcontractors, material suppliers, etc.
 - g. Submittal date.
- B. Applications for Progress Payments: Submit sufficiently in advance of date established for the progress payment to allow for the processing indicated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF VALUES

- A. Each prime contractor shall prepare a schedule of values for his work.
- B. Schedule of Values: Break costs down into line items which will be comparable with line items in applications for payment.
 - 1. Coordinate line items in the schedule of values with portions of the contract documents which identify units or subdivisions of work; provide cross-referencing if necessary, to clarify.
 - a. Specifically, correlate with the project manual table of contents.
 - 2. Divide major subcontracts and material suppliers into individual cost items.
 - 3. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
 - 4. Show overhead and profit as a single line item.
 - 5. Include the following information for each line item, using AIA Standard Schedule of Values Form.
 - a. Item name.
 - b. Applicable specification section.
 - c. Dollar value, rounded off to the nearest whole dollar (with the total equal to the contract sum).
 - d. Proportion of the contract sum represented by this item, to the nearest one hundredth percent (with the total adjusted to 100 percent).
 - 6. Provide the following supporting data for each line item:
 - a. Subcontractor's name.
 - b. Manufacturer or fabricator's name.
 - c. Supplier's name.
- C. Submit schedule of values within 14 days after execution of the contract.
- D. The Construction Manager will notify the Contractor if schedule is not satisfactory; revise and resubmit acceptable schedule.
- E. Submit a revised schedule of values when modifications change the contract sum or change individual line items.
 - 1. Make each modification a new line item.
 - 2. Show the following information for each line item:
 - a. All information required for original submittal.
 - b. Identification of modifications which have affected its value.

3. Submit prior to next application for payment.

3.2 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use AIA original current editions of G702, Application and Certificate for Payment, and AIA G703, Continuation Sheet.
- B. Preparation of Applications for Payment: Complete form entirely.
 1. Make current application consistent with previous applications, certificates for payment, and payments made.
 2. Base application on current schedule of values and Contractor's construction schedule.
 3. Include amounts of modifications issued before the end of the construction period covered by the application.
 4. Include signature by person authorized by the Contractor to sign legal documents.
 5. Notarize each copy.
 6. Submit in 3 copies.
 7. Attach waivers of lien.
 8. Attach revised schedule of values, if changes have occurred, unless application forms already show entire schedule of values.
 9. Attach copy of the owner's agreement to pay for materials and equipment stored off site, and any other supporting documentation required by the Design/Builder or the contract documents.
- C. Provide the following information with every application for payment which involves work completed on a time and material basis:
 1. Detailed records of work done, including:
 - a. Dates and times work was performed, and by whom.
 - b. Time records and wage rates paid.
 - c. Invoices and receipts for products.
 2. Provide similar detailed records for subcontracts.
- D. Transmit application for payment with a transmittal form itemizing supporting documents attached.
 1. Transmit to the Construction Manager.

3.3 WAIVERS OF LIEN

- A. Submit, with each application for payment, waivers of lien from every entity who performed work during the period covered by the previous application for payment, and who may be legally entitled to file a mechanic's or other lien against the work.
- B. Waiver of Lien Forms: Use forms acceptable to the owner.

3.4 FIRST PAYMENT PROCEDURE

- A. The first application for payment will not be reviewed until the following submittals have been received:
 - 1. Certificates of insurance.
 - 2. Schedule of values.
 - 3. List of subcontractors, principal suppliers, and fabricators.
 - 4. Submittal schedule.
 - 5. Unit price schedule. (If applicable.)
 - 6. Names of the Contractor's principal staff assigned to the project.
 - 7. All submittals specified to occur prior to first application for payment or prior to first payment.

3.5 MODIFICATION PROCEDURES

- A. Designate a single individual authorized to receive change documents and who will be responsible for informing others of changes to the work.
- B. Changes in cost resulting from modifications shall include only those costs specified elsewhere in the contract documents.
- C. When requested in writing, the Contractor shall provide sufficient information for evaluation of proposed changes within 7 days.
- D. Provide the following information for every change proposal request:
 - 1. The amount of change in the contract sum, if any.
 - 2. The amount of change in the contract time, if any, with explanation.
 - 3. Cost breakdown, using schedule of values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the schedule of values.
 - 4. The period of time within which the proposed changes in contract sum or time will be valid.
 - 5. A statement describing the effect the change may have on the work of other prime contractors.
 - 6. Upon request, provide the following information:
 - a. Quantities and unit costs of products, labor, and equipment.
 - b. Insurance and bonds.
 - c. Overhead and profit.
- E. When changes are performed on a time and material basis, identify the applicable modification on the application for payment.
- F. Provide the following information with every claim for additional costs:
 - 1. Origin and date of claim.
 - 2. Detailed records as specified for time and material work.

- G. The Contractor may propose changes.
 - 1. Do not use change order form.
 - 2. Provide the information required for change proposal requests.
 - 3. Describe reasons for change.
 - 4. Document proposed substitutions as specified elsewhere.

3.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Request for inspection and application for payment may coincide.
- B. The Construction Manager will perform one inspection for substantial completion, upon request of the Contractor.
 - 1. If the Construction Manager is unable to issue the certificate of substantial completion because the work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Construction Manager's services and expenses.
 - 2. Only one certificate of substantial completion will be issued, for the entire project.
- C. Do not submit request for inspection for substantial completion until the following activities have been completed:
 - 1. Delivery of maintenance materials and tools.
 - 2. Demonstration of all equipment and systems.
 - 3. Instruction of the owner's personnel.
 - 4. Removal of temporary facilities.
 - 5. Final cleaning.
 - 6. All activities specified to occur prior to substantial completion.
- D. Do not submit request for inspection for substantial completion until the following submittals have been completed:
 - 1. List of incomplete work.
 - 2. Startup reports.
 - 3. Final testing, adjusting, and balancing reports.
 - 4. Demonstration reports.
 - 5. Instruction reports.
 - 6. Warranties.
 - 7. Operation and maintenance data.
 - 8. Project record documents.
 - 9. All submittals specified to occur prior to substantial completion.
- E. Submit the following with application for payment following substantial completion:
 - 1. Contractor's affidavit of release of liens.
 - 2. Meter readings of all utilities services for which the Contractor has been paying.
 - 3. Request for reduction or release of retainage.
 - 4. Final list of incomplete work.
 - 5. Other data required by the contract documents.

3.7 FINAL COMPLETION PROCEDURES

- A. Request for final inspection and final application for payment may coincide.
- B. The Construction Manager will perform one inspection for final completion, upon request of the Contractor.
 - 1. Submit the following with request for inspection:
 - a. Previous inspection lists indicating completion of all items.
 - b. If any items cannot be completed, obtain prior approval of such delay.
 - 2. If the Construction Manager is unable to issue the certificate for final payment because the work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Construction Manager's services and expenses.
- C. Do not submit request for final inspection until the following activities have been completed:
 - 1. Completion of all work, except those items agreed upon by the owner.
 - 2. All activities specified to occur between substantial completion and final completion.
- D. Do not submit request for final inspection until the following submittals have been completed:
 - 1. Maintenance agreements.
 - 2. All other outstanding specified submittals.
- E. Submit the following with the final application for payment:
 - 1. Certified copy of the previous list of items to be completed or corrected, stating that each has been completed or otherwise resolved for acceptance.
 - 2. Updated final statement, accounting for final changes to the contract sum.
 - 3. Meter readings of all utilities services for which the Contractor has been paying after substantial completion.
 - 4. Certification that financial obligations to governing authorities and public utilities have been fulfilled.
 - 5. Description of unsettled claims.
 - 6. Other data required by the contract documents.

END OF SECTION 012000

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Progress documentation requirements:
 - a. Contractor's construction schedule.
 - b. Progress reports.
2. Progress procedures:
 - a. Progress meetings.

B. Contract time is indicated elsewhere.

C. Related Requirements:

1. Applications for payment: Elsewhere in Division 01.
2. Coordination meetings: Elsewhere in Division 01.
3. Preconstruction meeting: Elsewhere in Division 01.
4. Schedule of values: Elsewhere in Division 01.
5. Submittal schedule: Elsewhere in Division 01.
6. Quality control activities schedule: Elsewhere in Division 01.

1.2 SUBMITTALS

A. Contractor's Construction Schedule.

1. Submit within 5 days after notice of Contract Award.

B. Daily Construction Reports: Submit every week.

C. Progress Reports: Submit with each application for payment.

1.3 FORM OF SUBMITTALS

A. Schedules - General:

1. Provide legend of symbols and abbreviations for each schedule.
2. Use the same terminology as that used in the contract documents.
3. When transparencies are submitted, use only media which will not fade or lose contrast over time.
4. When opaque copies are submitted, submit a minimum of 4 copies.

5. Where percentage of completion information is required within time bars, mark updated schedules to show actual percentage of completion.
- B. Reports - General:
1. Submit a minimum of 4 copies.
- C. Photographs: Not Required

1.4 INFORMATION REQUIRED OF CONTRACTOR

- A. Submit the following information for preparation of construction schedules, and revise at intervals as directed by the Construction Manager:
1. Description of activity; separate into activities of not more than 15 days' duration.
 2. Immediately preceding and succeeding activities.
 3. Estimated duration in working days.
 4. Earliest and latest start dates.
 5. Earliest and latest finish dates.
 6. Actual start and finish dates.
 7. Float time.
 8. Monetary value, keyed to schedule of values.
 9. Percentage of activity completed.
 10. Size of work force required.
 11. Entity responsible.

1.5 COORDINATION

- A. The Construction Manager is responsible for coordinating scheduling of all contracts.
- B. Each prime Contractor shall provide scheduling information as specified and as required by the Construction Manager.
- C. Each prime Contractor is responsible for coordinating with other contractors.
- D. In preparation of schedules, take into account the time allowed or required for the Construction Manager's administrative procedures.
- E. Notify entity responsible for coordination of schedules promptly when problems are anticipated in meeting schedule dates.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Prepare and submit preliminary construction schedule.
- B. Provide preliminary construction schedule in the form of bar charts:
 - 1. Show activities for the first 90 days of construction in detail; show remainder in skeletal form.
 - 2. Show completion of the work in advance of the date established for substantial completion.
 - 3. Include dates and description of all submittals required during the first the first 90 days of construction.
 - a. Include those required by the construction schedule.
 - b. Submittal dates may be provided in a separate list rather than on the schedule.

3.2 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE

- A. Prepare and submit all information required for preparation of integrated construction schedule by Construction Manager:
 - 1. Base construction schedule on preliminary construction schedule, with adjustments due to changes since start of work.
 - 2. Use the same items of work as shown in the schedule of values.
 - 3. Show projected progress in increments of 10 percentage points for:
 - a. Site Work
 - b. Carpentry
 - c. Gypsum Board Systems/Plaster & Acoustical Ceilings
 - d. Painting
 - e. Casework
 - f. Masonry
 - g. Flooring
 - h. Electrical
 - i. Data & Communications
 - j. Plumbing
 - k. Fire Protection
 - l. HVAC
 - 4. Where related activities must be performed in sequence, show relationship graphically.

5. Indicate activities separately for:
 - a. Each separate work area.
 6. Incorporate the submittal schedule specified elsewhere.
 7. Incorporate the quality control activities schedule specified elsewhere.
 8. Show dates of:
 - a. Each activity that influences the construction time.
 - b. Preconstruction meeting.
 - c. Quality control activities which involve long lead time or long elapsed time.
 - d. Ordering dates for products requiring long lead time.
 - e. All submittals required.
 - f. Completion of structure.
 - g. Substantial and final completion, with time frames for the Design/Builder's completion procedures.
 9. In developing the schedule take into account:
 - a. Phased completion.
 - b. Work under other contracts.
 - c. Continued occupancy.
 - d. Interruption of services to occupied facilities.
 - e. Occupancy by Owner prior to substantial completion.
 - f. Site limitations.
 - g. Provisions made for future work.
- B. Update the schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which applications for payment are made.
1. Indicate changes made since last issue; show actual dates for activities completed.

3.3 PROGRESS REPORTS

- A. Daily Construction Logs: Every day, record the following information concerning events at the site:
1. Approximate number of persons at the site.
 2. Names of prime Contractors at site.
 3. Visitors to the site.
 4. Modifications to the contract received; modifications implemented.
 5. Delays; reasons for delay.
 6. Emergencies and accidents.
 7. Losses of material and property.
 8. Meetings held and significant decisions made there.
 9. Names of subcontractors at site.
 10. Special reports made.

11. Orders and requests of representatives of governing authorities.
12. Unusual events.
13. Utility service disconnections and connections.

B. Progress Reports: Prepare a narrative report describing the general state of completion of the work and describing in detail the following:

1. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
2. Actual and potential problems.
3. Status of change order work.
4. Effect of delays, problems, and changes on the schedules of other prime Contractors.
5. Outstanding change proposal requests.
6. Status of corrective work ordered by the Design/Builder.

C. Progress Photographs: Not Required

3.4 PROGRESS MEETINGS

A. The Construction Manager will schedule and conduct weekly progress meetings during the construction period.

1. Meetings will be held once a month in the week just prior to submission of application for payment or once a week; progress meeting schedule will be at the discretion of the Construction Manager.

B. The following are required to attend:

1. All prime Contractors.
2. Prime Contractors' superintendents.
3. Major subcontractors and suppliers.
4. Others as directed by the Construction Manager.
5. Others who have an interest in the agenda.

C. Prepare to cover the following topics when applicable:

1. Review minutes of previous meeting.
2. Status of submittals and impending submittals.
3. Actual progress of activities in relation to the schedule.
4. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
5. Actual and potential problems.
6. Effect of delays, problems, and changes on the schedules of all prime Contractors.
7. Status of corrective work ordered by the Construction Manager.
8. Progress expected to be made during the next period.

END OF SECTION 013200

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

- A. Construction Schedule is attached at the end of this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013216

Will County Child Advocacy Center

ID	Task Name	Duration	Start	Finish	% Complete	Predecessors	Qtr 3, 2023 Aug '23	Sep '23	10/12/23 Oct '23	10/16/23 10/18/23 Nov '23	10/9/23 Dec '23	10/16/23 10/18/23 Jan '24	10/16/23 10/18/23 Feb '24	10/16/23 10/18/23 Mar '24
1	Child Advocacy Center	18 wks	Thu 10/12/23	Wed 2/14/24	0%									
2	Design Phase	21 wks?	Tue 8/1/23	Mon 12/25/23	0%	1								
3	Building DD / CD	0.2 wks	Mon 9/4/23	Mon 9/4/23	0%									
4	Procurement / Permitting	3 wks	Tue 8/1/23	Mon 8/21/23	0%									
5	Joliet Building Permit	25 days	Tue 9/5/23	Mon 10/9/23	0%	3,4								
6	Bid Package 1 - Demo	16 days	Mon 9/11/23	Mon 10/2/23	0%									
7	Bid Package 2 - General Trades - Carpentry	16 days	Mon 9/11/23	Mon 10/2/23	0%									
8	Bid Package 3 - Mill Work	16 days	Mon 9/11/23	Mon 10/2/23	0%									
9	Bid Package 4 - Ceramic Tile	16 days	Mon 9/11/23	Mon 10/2/23	0%									
10	Bid Package 5 - ACT	16 days	Mon 9/11/23	Mon 10/2/23	0%									
11	Bid Package 6 - Flooring	16 days	Mon 9/11/23	Mon 10/2/23	0%									
12	Bid Package 7 - Painting	16 days	Mon 9/11/23	Mon 10/2/23	0%									
13	Bid Package 8 - Plumbing	16 days	Mon 9/11/23	Mon 10/2/23	0%									
14	Bid Package 9 - Fire Protection	16 days	Mon 9/11/23	Mon 10/2/23	0%									
15	Bid Package 10 - HVAC	16 days	Mon 9/11/23	Mon 10/2/23	0%									
16	Bid Package 11 - Electrical - LV	16 days	Mon 9/11/23	Mon 10/2/23	0%									
17	Bid Package 12 - Interior Signage	16 days	Mon 9/11/23	Mon 10/2/23	0%									
18	Bid Package 13 - Glazing	16 days	Mon 9/11/23	Mon 10/2/23	0%									
19	Award Subcontractors	3 days	Mon 10/16/23	Wed 10/18/23	0%									
20	Construction	73 days?	Mon 11/6/23	Wed 2/14/24	0%	19,5								
21	Submit / Approved Materials	15 days	Thu 10/19/23	Wed 11/8/23	0%	6,7,8,9,10,1								
22	Fabricate and Deliver Materials	30 days?	Thu 11/9/23	Wed 12/20/23	0%	21								
23	Fab HM Doors and Frames	60 days	Thu 11/9/23	Wed 1/31/24	0%	21								
24	Fab Millwork / Case work	45 days	Thu 11/9/23	Wed 1/10/24	0%	21								
25	Fab wall protection	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
26	Fab Electrical / Lighting	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
27	Fab Plumbing Fixtures	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
28	Fab Ceramic Tile	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
29	Fab Carpet Tile	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
30	Fab Fire Protection	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
31	Fab Paint	7 days	Thu 11/9/23	Fri 11/17/23	0%	21								
32	Fab Furnice	3 wks	Thu 11/9/23	Wed 11/29/23	0%	21								
33	Fab Hardware	3 wks	Thu 11/9/23	Wed 11/29/23	0%	21								
34	<Building Permit >	7.4 wks	Fri 9/8/23	Mon 10/30/23	0%	4								
35	Demo	2 wks	Tue 10/31/23	Mon 11/13/23	0%	34								
36	Scarif Flooring	7 days	Tue 11/14/23	Wed 11/22/23	0%	35								
37	Carpentry Frame out new walls	3 wks	Thu 11/23/23	Wed 12/13/23	0%	35,36								
38	Plumbing Rough In	2 wks	Mon 12/11/23	Fri 12/22/23	0%	37FF+7 days								
39	Electrical Rough In	3 wks	Mon 12/4/23	Fri 12/22/23	0%	37FF+7 days								
40	Fire protection Rough In	14 days	Tue 12/5/23	Fri 12/22/23	0%	37FF+7 days								
41	HVAC Rought In	13 days	Wed 12/6/23	Fri 12/22/23	0%	37FF+7 days								
42	Installation of Blocking	5 days	Mon 12/18/23	Fri 12/22/23	0%	37FF+7 days								
43	Install Tile Backer Board	5 days	Wed 12/13/23	Tue 12/19/23	0%	37FF+4 days								
44	Ceramic Tile	14 days	Fri 12/15/23	Wed 1/3/24	0%	43FS-3 days								
45	Wall Coverings	10 days	Mon 1/15/24	Fri 1/26/24	0%	47								
46	Door & Frames	10 days	Thu 2/1/24	Wed 2/14/24	0%	23								
47	Drywall / Patch Tape	3 wks	Mon 12/25/23	Fri 1/12/24	0%	38,39,40,41								
48	Prime 1st Coat	7 days	Wed 1/10/24	Thu 1/18/24	0%	47FS-3 days								
49	ACT GRID	3 wks	Thu 12/7/23	Wed 12/27/23	0%	47FF-12 days								
50	Wall Protections	5 days	Mon 1/15/24	Fri 1/19/24	0%	47								
51	Toilet Accessories	4 days	Thu 2/8/24	Tue 2/13/24	0%	44,57								
52	Install ligthing	3 wks	Thu 12/28/23	Wed 1/17/24	0%	49								
53	Elec Trim	11 days	Mon 1/15/24	Mon 1/29/24	0%	47								
54	Install Carpet Tile	7 days	Thu 2/1/24	Fri 2/9/24	0%	57FS-5 days								
55	Install millwork	5 days	Mon 1/15/24	Fri 1/19/24	0%	47,24,22								
56	Install Sinks/Toliet	5 days	Mon 1/22/24	Fri 1/26/24	0%	55,44								
57	Finish Paint	14 days	Fri 1/19/24	Wed 2/7/24	0%	48								
58	Test and Balance	3 days	Thu 12/28/23	Mon 1/1/24	0%	41,49								
59	Final Clean	2 days	Thu 2/8/24	Fri 2/9/24	0%	57								
60	Final Inspection	1 day?	Mon 2/12/24	Mon 2/12/24	0%	59								
61	Substantial Completion	1 day?	Tue 2/13/24	Tue 2/13/24	0%	60								
62	Punch List	4 days?	Tue 2/13/24	Fri 2/16/24	0%	60								
63	Training	1 day?	Mon 2/19/24	Mon 2/19/24	0%	62								

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS AND GENERAL REQUIREMENTS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and/or Construction Managers responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and/or Construction Managers responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

- D. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- E. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- F. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- G. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- H. The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- I. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.
- J. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- K. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- L. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.
- M. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.
- N. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the

Contract Documents, the Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. The Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with the design concept expressed in the Contract Documents.

O. Contractor/Construction Manager:

1. Review, stamp with approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Project, all Shop Drawings, Product Data and Samples required by the Contract Documents.
2. At the time of submission, inform the Architect in writing of any deviation from the requirements of the Contract Documents.
3. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.
4. Remain responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selection of fabrication process, for techniques of assembly, errors or omissions in the Shop Drawings or Samples, and for performing his Work in a safe manner.

P. Architect's Responsibility:

1. Submittals improperly submitted will be returned without review.
2. Submittals may be held in cases where partial submission cannot be reviewed until the complete submission has been received or until correlated items affected by them have been received. When held, the Contractor will be advised concerning reasons.
3. Marked-up paper or electronic copies will be returned. Contractor shall make and distribute copies.
4. The Architect will review and approve or take other appropriate action upon only those submittals of the Contractor requested by the Architect but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only twice for each such submittal as part of the Architect's services. The Owner will deduct from the amount owed the Contractor for the services of the Architect to review submittals more than twice the Contractor's submittals such as Shop Drawings, Product Data and Samples.
5. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

6. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
7. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations of this article.
8. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.
9. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and/or Construction Manager and additional time for handling and reviewing submittals required by those corrections.
- B. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
- C. Submit concurrently with the first complete submittal of Contractor's construction schedule.
- D. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- E. Format: Arrange the following information in a tabular format:
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category: Action; informational.
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect and Construction Managers final release or approval.
 7. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
- B. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

- C. Digital Drawing Software Program: The Contract Drawings are available in Autodesk Revit 2014
- D. Contractor shall execute a data licensing agreement in the form of Digital Licensing Agreement
- E. The following digital data files will be furnished for each appropriate discipline:
 - 1. Floor plans.
 - 2. Reflected ceiling plans.
- F. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- G. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- H. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor through the Construction Manager when a submittal is processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- I. Sections Requiring Sequential Review.
 - 1. Concurrent Consultant Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 15 days for initial review of each submittal. Submittal will be returned to Construction Manager, through Architect before being returned to Contractor.

- J. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 4. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - a. Number and title of appropriate Specification Section.
 - b. Drawing number and detail references, as appropriate.
 - c. Location(s) where product is to be installed, as appropriate.
 - d. Other necessary identification.
 5. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 6. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Construction Manager will return without review submittals received from sources other than Contractor.
 7. Transmittal Form for Paper Submittals: A facsimile of sample form included in Project Manual.
 8. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Name and address of Architect.
 - f. Name of Construction Manager.
 - g. Name of Contractor.
 - h. Name of firm or entity that prepared submittal.
 - i. Names of subcontractor, manufacturer, and supplier.
 - j. Category and type of submittal.

- k. Submittal purpose and description.
 - l. Specification Section number and title.
 - m. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - n. Drawing number and detail references, as appropriate.
 - o. Indication of full or partial submittal.
 - p. Transmittal number[, numbered consecutively].
 - q. Submittal and transmittal distribution record.
 - r. Remarks.
 - s. Signature of transmitter.
- K. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
- 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 4. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 - 5. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.

- L. Metadata: Include the following information as keywords in the electronic submittal file metadata:
1. Project name.
 2. Number and title of appropriate Specification Section.
 3. Manufacturer name.
 4. Product name.
 5. Options: Identify options requiring selection by Architect.
 6. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
 7. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - a. Note date and content of previous submittal.
 - b. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - c. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
 8. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 9. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 11x17 inches, but no larger than 36 by 48 inches.
 - a. Submit Shop Drawings the following format:
 - 1) PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through the Construction Manager, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Progress Documentation and Procedures."
- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section " Progress Documentation and Procedures."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment, Modification, and Completion Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Control Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

- L. LEED Submittals: Comply with requirements specified in Division 01 Section "Sustainable Design Requirements."
- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- T. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- U. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed

before installation of product, for compliance with performance requirements in the Contract Documents.

- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Construction Manager will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. General quality control activities.
 - 2. Procedures for the following:
 - a. Testing and evaluation of test results.
 - b. Inspections.
 - 3. Procedures for quality control activities performed by:
 - a. Public authorities having jurisdiction.
 - b. Construction Manager.
 - 4. Procedures for submittal of quality control documentation.
- B. Quality control activities required are specified in other sections.
- C. See General Provisions for additional requirements for testing, inspections, and approvals.
- D. Related Requirements:
 - 1. Alternates: See Bid Forms

1.2 SUBMITTALS

- A. Reports: Provide certified copies of reports.
 - 1. Unless otherwise indicated, submit for review by the Construction Manager.
 - 2. Submit reports within 2 weeks after execution of quality control activity, but not later than the date of application for payment for the work to which the quality control activity relates.
 - 3. Reports shall be prepared by the entity performing the quality control activity.
 - 4. Submit copies directly to governing authorities when so directed.
 - 5. Include the following information in all types of reports:
 - a. Date of report.
 - b. Project name (and number, if applicable).
 - c. Description of the quality control activity.
 - d. Name, address, and telephone number of entity performing activity.
 - e. Date quality control activity was performed.
 - f. Specification section(s) involved.
 - g. Basis for evaluation (test method, etc.).

- h. Results or conclusions, including evaluations and interpretations.
- i. Title, name, and signature of person performing activity.

1.3 QUALITY ASSURANCE

A. Qualifications of Testing and Inspection Personnel:

- 1. As indicated in individual sections.

B. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) standards or to accepted values of natural physical constants.

1.4 COORDINATION WITH OTHER ENTITIES

A. Cooperate with other entities performing quality control activities.

B. Provide samples of materials and design criteria as indicated and when requested.

C. Provide other assistance, equipment, tools, and storage facilities as specified.

D. If desired, make arrangements with those entities and pay for additional similar or related testing or inspection required for the contractor's use or convenience.

1.5 SEQUENCING AND SCHEDULING

A. Coordinate quality control activities to avoid delay and to make it unnecessary to uncover work for testing or inspection.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

A. Provide work of the specified quality; where quality level is not indicated, provide work of quality customary in similar types of work.

- 1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.
- 2. Where two or more quality provisions of the contract documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the Design/Builder before proceeding.
- 3. Actual quality may exceed the specified quality; verify that such differences are acceptable to the owner (other criteria may make excessive quality undesirable).

- B. Control products, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality.
- C. Comply with manufacturers' instructions and recommendations.
 - 1. Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.
 - 2. When manufacturers' instructions and recommendations conflict with the contract documents, obtain clarification from the Construction Manager before proceeding.
- D. Use installers who are capable of producing work of the specified quality.
- E. Each prime contractor shall perform all specified quality control activities related to his work unless indicated to be performed by other entities.

3.2 TESTING

- A. Perform tests specified.
- B. When results of tests are unsatisfactory, make whatever changes or repairs are necessary and retest.
- C. Submit written report of each original test and of each retest.

3.3 INSPECTING

- A. Perform inspections specified.
- B. When inspections reveal unsatisfactory work, make whatever changes or repairs are necessary and re-inspect.
- C. Submit written report of each original inspection and each re-inspection.

3.4 PROTECTION AND REPAIR

- A. When work is uncovered during quality control activities, provide protection from damage.
- B. Correct work damaged by quality control activities; where repair is indicated as an unacceptable method, replace the work.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved:" When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- J. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

- K. The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- L. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-qlulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.

32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.soundandcommunications.com.
38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Construction Specifications Institute (The); www.csiresources.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTA - Consumer Technology Association; www.cta.tech.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.

72. DHI - Door and Hardware Institute; www.dhi.org.
73. ECA - Electronic Components Association; (See ECIA).
74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; www.eciaonline.org.
76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; www.eima.com.
78. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
79. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); www.intertek.com.
82. EVO - Efficiency Valuation Organization; www.evo-world.org.
83. FCI - Fluid Controls Institute; www.fluidcontrolsintstitute.org.
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
86. FM Approvals - FM Approvals LLC; www.fmglobal.com.
87. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridarroof.com.
89. FSA - Fluid Sealing Association; www.fluidsealing.com.
90. FSC - Forest Stewardship Council U.S.; www.fscus.org.
91. GA - Gypsum Association; www.gypsum.org.
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; www.greenseal.org.
94. HI - Hydraulic Institute; www.pumps.org.
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
99. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
100. IAS - International Accreditation Service; www.iasonline.org.
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; www.ili.ai.com.

115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
119. ISO - International Organization for Standardization; www.iso.org.
120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
121. ITU - International Telecommunication Union; www.itu.int/home.
122. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
123. LMA - Laminating Materials Association; (See CPA).
124. LPI - Lightning Protection Institute; www.lightning.org.
125. MBMA - Metal Building Manufacturers Association; www.mbma.com.
126. MCA - Metal Construction Association; www.metalconstruction.org.
127. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
128. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
129. MHIA - Material Handling Industry of America; www.mhia.org.
130. MIA - Marble Institute of America; (See NSI).
131. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
132. MPI - Master Painters Institute; www.paintinfo.com.
133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
134. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
135. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
136. NADCA - National Air Duct Cleaners Association; www.nadca.com.
137. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
138. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
139. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
140. NBI - New Buildings Institute; www.newbuildings.org.
141. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
142. NCMA - National Concrete Masonry Association; www.ncma.org.
143. NEBB - National Environmental Balancing Bureau; www.nebb.org.
144. NECA - National Electrical Contractors Association; www.necanet.org.
145. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
146. NEMA - National Electrical Manufacturers Association; www.nema.org.
147. NETA - InterNational Electrical Testing Association; www.netaworld.org.
148. NFHS - National Federation of State High School Associations; www.nfhs.org.
149. NFPA - National Fire Protection Association; www.nfpa.org.
150. NFPA - NFPA International; (See NFPA).
151. NFRC - National Fenestration Rating Council; www.nfrc.org.
152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
153. NHLA - National Hardwood Lumber Association; www.nhla.com.
154. NLGA - National Lumber Grades Authority; www.nlga.org.
155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).

156. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
157. NRCA - National Roofing Contractors Association; www.nrca.net.
158. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
159. NSF - NSF International; www.nsf.org.
160. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
161. NSPE - National Society of Professional Engineers; www.nspe.org.
162. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
164. NWFA - National Wood Flooring Association; www.nwfa.org.
165. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
166. PDI - Plumbing & Drainage Institute; www.pdionline.org.
167. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
168. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
169. RFCI - Resilient Floor Covering Institute; www.rfci.com.
170. RIS - Redwood Inspection Service; www.redwoodinspection.com.
171. SAE - SAE International; www.sae.org.
172. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
173. SDI - Steel Deck Institute; www.sdi.org.
174. SDI - Steel Door Institute; www.steeldoor.org.
175. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
176. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
177. SIA - Security Industry Association; www.siaonline.org.
178. SJI - Steel Joist Institute; www.steeljoist.org.
179. SMA - Screen Manufacturers Association; www.smainfo.org.
180. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
181. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
182. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
183. SPIB - Southern Pine Inspection Bureau; www.spib.org.
184. SPRI - Single Ply Roofing Industry; www.spri.org.
185. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
186. SSINA - Specialty Steel Industry of North America; www.ssina.com.
187. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
188. STI - Steel Tank Institute; www.steeltank.com.
189. SWI - Steel Window Institute; www.steelwindows.com.
190. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
191. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
192. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
193. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
194. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
195. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
196. TMS - The Masonry Society; www.masonrysociety.org.
197. TPI - Truss Plate Institute; www.tpinst.org.

198. TPI - Turfgrass Producers International; www.turfgrasssod.org.
199. TRI - Tile Roofing Institute; www.tilerroofing.org.
200. UL - Underwriters Laboratories Inc.; www.ul.com.
201. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
202. USAV - USA Volleyball; www.usavolleyball.org.
203. USGBC - U.S. Green Building Council; www.usgbc.org.
204. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
205. WA - Wallcoverings Association; www.wallcoverings.org.
206. WASTEC - Waste Equipment Technology Association; www.wastec.org.
207. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
208. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
209. WDMA - Window & Door Manufacturers Association; www.wdma.com.
210. WI - Woodwork Institute; www.wicnet.org.
211. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.

16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
2. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary utilities.
 - a. Water supply.
 - b. Use of permanent water service.
 - c. Electric power and lighting, except extension cords.
 - d. Use of permanent electrical systems.

B. Related Requirements:

1. Access to site: Elsewhere in Division 01.
2. Regulatory requirements: Elsewhere in Division 01.
3. Storage and protection of materials and equipment: Elsewhere in Division 01.

1.2 DEFINITIONS

- A. Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the Work, but which are not incorporated into the finished work.
- B. Temporary Utilities: A type of temporary facility; primary sources of electric power, water, natural gas supply, etc., obtained from public utilities, other main distribution systems, or temporary sources constructed for the project, but not including the fixtures and equipment served.

1.3 SUBMITTALS

- A. Reports of inspections, tests, and approvals for the installation and use of construction facilities, which are made or given by public authorities.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of governing authorities, as to type, quantity, location, and use of temporary facilities.

1.5 FIELD CONDITIONS

- A. Obtain easements where required.

- B. Locate construction facilities as directed by the construction manager.
- C. Use of permanent facilities prior to substantial completion is subject to the owner's approval and conditions.
 - 1. Each permanent facility used for construction purposes shall be operated, maintained, and protected during such use by the original installer.
 - 2. Specified warranties shall not be reduced or voided by temporary use.

1.6 SEQUENCING AND SCHEDULING

- A. Maintain required facilities until not needed or until shortly before substantial completion; remove facilities before substantial completion.
 - 1. Exception: Where use of permanent facilities is allowed.
- B. Change over to use of permanent facilities, when applicable, as soon as possible, except when use of permanent facilities is not allowed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials which are both suitable for the use and durable enough to withstand the use and abuse to be expected.

2.2 TEMPORARY UTILITIES

- A. Temporary Water Service: By Demolition Contractor if required.
 - 1. Provide water adequate for demand of construction operations.
 - 2. Piped water service:
 - a. Do not use permanent piping system to distribute non-potable water.
 - b. Existing water service in the building may be used.
 - c. Take precautions to prevent damage due to leaks and spills inside building.
- B. Temporary Power: By Demolition Contractor as required.
 - 1. Provide electricity adequate for demand of construction operations.
 - a. Existing electrical service in the building may be used.
- C. Temporary Lighting: By Demolition Contractor
 - 1. Provide temporary lighting for construction work. A minimum of 15-foot candles.

2. Basic Requirements
 - a. Covered lamps with safety guards.
3. Contractors or subcontractors who require lighting in excess of that specified shall make arrangements with the electrical contractor and pay all additional costs.

PART 3 - EXECUTION

3.1 GENERAL

- A. Cooperate with other contractors in location of temporary facilities.

3.2 TERMINATION AND REMOVAL

- A. Remove temporary facilities when no longer needed, or when use of appropriate permanent facility is approved, but not later than substantial completion.
 1. Exception: When longer usage is requested by the Construction Manager.
- B. Complete permanent work delayed until removal of temporary facilities.
- C. Permanent Facilities Used During Construction: Clean; replace parts that are worn in excess of that expected during normal usage.

END OF SECTION 015000

SECTION 015526 - TRAFFIC CONTROL PROTECTION

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Work consists of furnishing, installing, maintaining, relocating and subsequently removing all signs, signals, markings, traffic cones, barricades, warning lights, flaggers and other traffic control devices which are to be used for the purpose of regulating, warning or guiding traffic during the construction of this improvement. Traffic Control must be in accordance with the applicable articles of Sections 701, 702 and 1084 of the Standard Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any Special Details and Highway Standards contained herein and in the plans, except as herein modified and as directed by the Engineer.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, including, but not limited to:
 - 1. Section 312000 – Earth Moving
 - 2. Section 024113.13– Removal of Existing Pavement
 - 3. Section 311216 – Hot Mix Asphalt Paving
- B. Work under this Section shall be done in accordance with the applicable provisions of the "Code of Ordinances", latest edition, as adopted by the Will County, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the Will County, Illinois. In the event of conflict between the existing Will County, Illinois codes and the contents of this document, the former will supersede the latter and/or the decision of the Will County, Illinois will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions (IDOT SSRBC).
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.
 - 3. FHWA, Manual of Uniform Traffic Control Devices, latest revision.
 - 4. Illinois Department of Transportation, Construction Manual, latest revision, along with the Supplemental Specifications and Recurring Special Provisions (IDOT SSRBC).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All traffic control devices shall be provided in accordance with the Manual of Uniform Traffic Control Devices, latest revision.
- B. All traffic control devices shall be provided in accordance with the IDOT Construction Manual, latest revision.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. At the preconstruction meeting the Contractor must furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent must be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This will not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Contractor must notify the Bureau of Traffic at 312/744-0330 a minimum of 48 hours before commencing construction or changing traffic flow.
- B. The Contractor's vehicles must always move with and not against or across the flow of traffic. These vehicles must enter or leave work areas in a manner which will not be hazardous to or interfere with normal traffic and must not park or stop except within designated work areas. Personal vehicles will not be permitted to park within the right of way except in specific areas designated by the Engineer.
- C. The placement of barricades and warning signs for the required lane closures must proceed in the direction of the flow of traffic. The removal of all signs and barricades must begin at the end of the construction areas and proceed toward oncoming traffic.
- D. Furnish - The Contractor is required to furnish all traffic control devices indicated in the plans, specifications, and Standard Details. In addition, whenever the Engineer determines that vehicular traffic interferes with or endangers the Contractor's operation, additional traffic control devices for the purposes of protecting workers and the general public must be furnished at no extra cost to satisfy the requirements of the Engineer.
- E. The Contractor must also provide the necessary flaggers, as determined by the Engineer, whenever construction operations obstruct or are a hazard to traffic.
- F. Install - The Contractor must be responsible for the proper location, installation and arrangement of all traffic control devices furnished by him. Whenever the Engineer determines that a road closure requires the relocation of an already installed or existing traffic control device, the Contractor must remove and relocate the device in question.

- G. The Contractor must cover all traffic control devices which are inconsistent with temporary signing and barricading or which conflict with detour patterns during the transfer from one construction stage to another. The Contractor must also post temporary "No Parking" signs within the limits of the improvement wherever needed in areas under construction. These signs must be posted no later than 24 hours prior to the start of construction in the area to be posted. These signs can be obtained from the Bureau of Traffic.
- H. Barricades must be installed at the commencement of construction and remain in place to the end of the curing period specified for the project pavement under the contract. No traffic control devices may be removed except with the express permission of the Engineer.
- I. The specific installation times and locations for road closures will be determined by the Engineer in accordance with the Detail Specifications, Detail Construction Standards and common construction practices. The Type III barricades as shown in the Detail construction Standards will be the only type of barricade allowed for street closures, with no other type permitted as a substitute. Type III barricades must not be spiked down as shown in the Detail Construction Standards, but must be held down by sand bags for ease of movement if emergency vehicles require entrance into the closed street. The Engineer will determine the number of sand bags required for stability of the Type III barricades.
- J. There will be times when a work area at an intersection will be impassable to pedestrians. This condition creates an inconvenience and a danger to the pedestrians because they must twice cross the abutting street to cross the intersection. Therefore, allowing a work area to become impassable to pedestrians will be permitted only at times to be determined by the Engineer. Moreover, the sign guiding the pedestrians to the opposite side of the street must be posted only at times of actual closure to pedestrians and must be removed as soon as the work area can be made passable.
- K. All advance warning signs for lane or street closures, intermediate information signs and standard signs must be installed at a minimum mounting height of five feet to the bottom of the sign, unless there is parking in the area in which case the minimum mounting height must be seven feet.
- L. Maintain - The Contractor must be responsible for the maintenance of all traffic control devices installed by him as designated in the Detail Construction Standards and Detail Specifications, and for any additional ones required by the Engineer. The Contractor must maintain a continuous surveillance of all barricades, warning signs and lights which he has installed.
 - 1. This is to be done 24 hours a day, for every day during the duration of this contract. In the event of severe weather conditions, the Contractor must be required to furnish any additional personnel as may be required by the Engineer, to maintain all traffic control devices.
- M. Remove - The Contractor must remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices must remain the property of the Contractor upon said removal. Any traffic control devices furnished, installed or maintained by the Department must be removed by Will County forces and

must remain the property of the Will County. All traffic control devices must remain in place until specific authorization for removal is received from the Engineer.

- N. Traffic Control and Protection drawings to specify the minimum required combination of traffic control devices in construction areas will be made available upon written request to the Engineer. Revisions by the Engineer to the Work or in the phasing of construction operations may require traffic control to be installed in accordance with a standard other than those included in the plans. In such cases, the standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added standards will be in accordance with Article 109.04 of the Standard Specifications. Revisions or modification to increase the traffic control protection shown in the contract must be submitted by the Contractor to the Engineer for approval. A reduction of the traffic control shown in the contract will not be allowed.
- O. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

3.2 MAINTENANCE OF ROADWAYS

- A. Beginning on the date when the Contractor begins work on this Project, the Contractor must assume responsibility for the normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance must include all repair work deemed necessary by the Engineer but will not include snow removal operations.
- B. The work involved in maintaining the existing pavement as above specified will be considered as extra work, in accordance with Article 109.04 of the Standard Specifications.

3.3 ARROW BOARDS

- A. A flashing arrow board meeting the requirements of Article 1106.03 of the Standard Specifications must be operating at all times when a lane is closed to traffic on a multi-lane roadway. Arrow boards must be provided and located in a head-on position within each lane closure taper.

3.4 CHARGE FOR TRAFFIC CONTROL DEFICIENCY

- A. To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor must provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Engineer is notified or determines a deficiency exists, the Engineer will be the sole judge as to whether the deficiency is an immediate safety hazard. The Contractor must dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies must be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for

each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Engineer's acceptance of the corrections.

- B. For this project, the daily deduction will be \$500.00 per day. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her Contractual requirements or responsibilities.
- C. In addition, any work performed by the Contractor within the work zone that presents a hazard to vehicular or pedestrian traffic will be subject to charges for TRAFFIC CONTROL DEFICIENCY. Debris removal, fly dumping, improper access to abutting property, timely and correct placement of short term, temporary and permanent pavement markings, along with all items of work contained within this item are also subject to this charge.

END OF SECTION 015526

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General product requirements, including:
 - a. General specification requirements for all products.
 - b. Product options.
 - c. Procedures for substitution requests.
2. General requirements for product documentation, including:
 - a. Requirements and procedures for schedule of products.
 - b. General requirements for operation and maintenance data.
 - c. General requirements for warranties.
3. General procedures for products including:
 - a. Procedures for transportation and handling.
 - b. Procedures for delivery and receiving.
 - c. Procedures for storage.

1.2 DEFINITIONS

- A. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

1.3 SUBMITTALS

- A. Schedule of Products: Submit for approval.
- B. Final Schedule of Products: Submit for project record.
- C. Operation and Maintenance Data: Submit for project record.
- D. Warranties: Submit for project record.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.
- B. Do not use products removed from existing construction, unless specifically permitted by the contract documents or approved by the owner.

PART 3 - EXECUTION

3.1 PRODUCT OPTIONS

- A. It is the contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.
 - 1. Verify that electrical characteristics of products are compatible with electrical systems; notify Design/Builder of all discrepancies.
- B. No substitute products will be considered, except in the event of unavailability of the specified product through no fault of the contractor.
- C. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitute.
- D. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- E. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the owner or Construction Manager as defined in the contract documents.
- F. Products Specified by Description: Use any product meeting the specification.
- G. Products Specified by Performance Requirements: Use any product meeting the specification.
- H. Products Covered by an Allowance Included in the Contract Documents: Provide products of types and in quantity as directed by the Construction Manager.
 - 1. At the earliest possible date after execution of the contract, inform the Construction Manager of the latest date by which the final selection of the product is required in order to avoid delay of the work.
 - 2. When requested, provide information for use in making selections.

- I. Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.
- J. Products Specified by Listing Brand Names(s): Provide one of the products listed; no substitutions will be allowed.
- K. Products Specified by Listing Manufacturer(s): Provide a product meeting the specification and made by one of the manufacturers listed.

3.2 SUBSTITUTION PROCEDURE

- A. Submission of request for substitution shall constitute a representation by the contractor that he:
 - 1. Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison of any characteristic of the proposed product to the specified product shall constitute a representation that the proposed product is equal to or better than the specified product with regard to that characteristic.
 - 2. Will provide the same warranty for the proposed product as for the specified product.
 - 3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
 - a. Redesign.
 - b. Additional components and capacity required by other work affected by the change.
 - 4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
 - 5. Will reimburse the owner for additional costs for evaluation of the substitution request, redesign if required, and re-approval by authorities having jurisdiction if required.
- B. Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.
- D. Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- E. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.
 - 1. Submit request to the Construction Manager.
 - 2. Submit 3 copies of each request and accompanying data.

3. Submit request as specified for change order proposals.
4. Only one request for substitution will be considered for each product.

F. Data Required with Substitution Request: Provide at least the following data:

1. Identify product by specification section and paragraph number.
2. Manufacturer's name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).
3. Complete product data.
4. A list of other projects on which the proposed product has been used, with project name, the design professional's name, and owner contact.
5. An itemized comparison of the proposed product to the specified product.
6. Net amount of change to the contract sum.
7. List of maintenance services and replacement materials available.
8. Statement of the effect of the substitution on the construction schedule.
9. Description of changes that will be required in other work or products if the substitute product is approved.

G. The Construction Manager will determine acceptability of the proposed substitution.

H. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

3.3 SCHEDULE OF PRODUCTS

A. Prepare a complete schedule of products used, including the following for each product:

1. Manufacturer's name.
2. Brand or trade name.
3. Model number, if applicable.
4. Reference standard, if more than one is applicable.
5. Arrange products in the schedule by specification sections; indicate paragraph where specified.

B. Prepare and submit a preliminary schedule within 7 days after award of contract; resubmit when revised; submit final schedule prior to final payment.

C. Schedule of products shall not be used to obtain approval of substitute products; make separate request for substitution.

3.4 OPERATION AND MAINTENANCE DATA

A. Provide operation and maintenance data as specified in individual product sections.

1. Provide data sufficient for operation and maintenance by owner without further assistance from the manufacturer.

- B. Data Required for Products, General:
 - 1. Name of manufacturer and product.
 - 2. Name, address, and telephone number of subcontractor or supplier.
 - 3. Local source of replacements.
 - 4. Local source of replaceable parts and supplies.
- C. Product Data: Where product data is specified for inclusion in operation and maintenance data, provide manufacturer's data sheets marked to indicate specific product and product options actually installed; delete inapplicable data.
- D. Custom Manufactured Products: Provide all information needed for reordering.
- E. Finish Materials: Manufacturer's product data, color/texture designations, and manufacturer's instructions for care, cleaning, and maintenance.
- F. Products Exposed to Weather and Products for Moisture Protection: Manufacturer's product data, recommended inspection schedule and procedures, maintenance and repair procedures, and maintenance materials required.
- G. Equipment: Provide at least the following information:
 - 1. Product data giving equipment and function description, with normal operating characteristics and limiting conditions.
 - 2. Starting, operating, and troubleshooting procedures.
 - 3. Cleaning and maintenance requirements and procedures.
 - 4. External finish maintenance requirements.
 - 5. List of maintenance materials required.
 - 6. List of special tools required.
 - 7. Parts list: List all replaceable parts, with ordering data.
 - 8. Recommended quantity of spare parts to be maintained in storage.
 - 9. Recommended maintenance schedule.
- H. Systems: Provide overall function description, with diagrams, prepared especially for this project.
- I. Form of Data: Prepare data in the form of an instructional manual.
 - 1. Arrange content logically, using section numbers and sequence of sections indicated on the table of contents of this project manual.
 - 2. When multiple volumes are used, arrange by related subjects; identify contents in cover title.
 - 3. Assemble into 3 ring binders with maximum 2-inch ring size.
 - a. Hardback, cleanable plastic covers.
 - b. Identify each book with title "Operation and Maintenance Instructions" and project name.
 - c. Page size 8 1/2 by 11 inches, maximum.
 - d. Prepare special typewritten data on minimum 20-pound paper.
 - e. Provide tabbed divider for each product and system.

- f. Drawings: Bind in with other data; provide reinforced binding edge; fold larger drawings to size of pages.
 - 1) Do not use pockets or loose drawings.
- 4. Provide table of contents for each volume listing:
 - a. Name of the project.
 - b. Name, address, telephone number, and contact name of:
 - 1) Construction Manager.
 - 2) Contractor.
 - c. Index of products and systems included in volume.

3.5 WARRANTIES

- A. Provide warranties as specified in individual product sections.
- B. Manufacturer Warranties: Manufacturer's standard product warranty running for the manufacturer's standard term, unless otherwise indicated.
 - 1. Submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.
- C. Special Project Warranties: Written warranty commencing at date of substantial completion, running for the term indicated, and signed by the entities specified.
 - 1. Where completion of warranty item is materially delayed beyond the date of substantial completion, provide warranty commencing on date of acceptance.
 - 2. Submit each special project warranty.
- D. Provide 2 notarized copies of each executed warranty.
- E. Show actual date of commencement on each warranty.

3.6 TRANSPORTATION AND HANDLING

- A. Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.
- B. Transport products by methods which avoid damage.
- C. Deliver in dry, undamaged condition in manufacturer's unopened packaging.
- D. Provide equipment and personnel adequate to handle products by methods which prevent damage.
- E. Provide additional protection during handling where necessary to prevent damage to products and packaging.

- F. Lift large and heavy components at designated lift points only.

3.7 DELIVERY AND RECEIVING

- A. When possible arrange deliveries so that storage is not required.
- B. Arrange deliveries of products to allow time for inspection prior to installation.
- C. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
- D. Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.
- E. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of contract documents and approved submittals.

3.8 STORAGE

- A. No outdoor storage areas are available on site.
- B. Offsite storage of products for which application for payment will be made: Store only in bonded warehouse.
- C. General Storage Procedures:
 - 1. Store products immediately on delivery.
 - 2. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 3. Store in a manner to prevent damage to the stored products and to the work.
 - 4. Store moisture sensitive products in weather tight enclosures.
 - 5. Store indoors if necessary, to keep temperature and humidity within ranges required by manufacturer.
 - 6. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
 - 7. Arrange storage to provide access for inspection and inventory.
 - 8. Periodically inspect and remedy damage and noncompliance with required conditions.

END OF SECTION 016000

SECTION 016200 - PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Procedures for substitutions during bidding period.
2. General product requirements, including:
 - a. Product options.
 - b. Procedures for substitution requests.

B. Related Requirements:

1. Submittal transmission, handling, and action procedures: Elsewhere in Division 01.
2. General installation procedures: Elsewhere in Division 01.
3. Owner instruction for equipment and systems: Elsewhere in Division 01.
4. Project record documents: Elsewhere in Division 01.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PRODUCT OPTIONS

- A. It is the Contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.
1. Verify that electrical characteristics of products are compatible with electrical systems; notify Design/Builder of all discrepancies.
 2. Where visual matching to an established physical sample is required, the Construction Manager's decision will be final.
- B. Do not use any substitute products which have not been approved in accordance with the requirements of the contract documents; formal substitution request is required.
- C. Where the specification is silent on whether substitutions will be considered, substitutions will not be considered.
- D. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitute.

- E. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- F. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the Owner or Construction Manager as defined in the contract documents.
- G. Products Specified by Description: Use any product meeting the specification.
- H. Products Specified by Performance Requirements: Use any product meeting the specification.
- I. Products Specified to Match a Physical Sample: Use any product that matches; obtain the Construction Manager's approval.
- J. Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified. Use of a product other than that specified constitutes a representation by the Contractor that he will comply with all the conditions specified for acceptance of substitutions, although formal submittal of a request for substitution is not required.
- K. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Provide one of the products listed.
- L. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any brand-name product that is not listed.
- M. Products Specified by Listing Manufacturer(s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Provide a product meeting the specification and made by one of the manufacturers listed.
- N. Products Specified by Listing Manufacturer(s) Accompanied by Language Specifically Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any manufacturer not listed.
- O. Language indicating that substitutions are not allowed includes:
 - 1. "Provide one of the following products."
 - 2. "Provide products made by one of the manufacturers listed."
 - 3. "Provide products complying with the contract documents and made by one of the following."
 - 4. "No substitutions."
 - 5. "Provide products complying with the contract documents and made by one of the following"
 - 6. Other similar language.
- P. Language indicating that substitutions are allowed includes:
 - 1. Substitutions will be considered.

2. "... will be among those considered acceptable."
3. "Or approved equal."
4. Other similar language.

3.2 SUBSTITUTIONS DURING THE BIDDING PERIOD

- A. Substitution Requests: Attach to the Bid Form.
- B. Acceptable substitutions will be added to the contract documents by modification.

3.3 SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

- A. Substitutions will not be considered between the bid date and the award of the contract.
- B. Substitutions will not be allowed after award of the contract except when, through no fault of the Contractor, none of the specified products is available.

3.4 SUBSTITUTION PROCEDURE

- A. Submission of request for substitution shall constitute a representation by the Contractor that he:
 1. Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison of any characteristic of the proposed product to the specified product shall constitute a representation that the proposed product is equal to or better than the specified product with regard to that characteristic.
 2. Will provide the same warranty for the proposed product as for the specified product.
 3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
 - a. Redesign.
 - b. Additional components and capacity required by other work affected by the change.
 4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
 5. Will reimburse the Owner for additional costs for evaluation of the substitution request, redesign if required, and re-approval by authorities having jurisdiction if required.
- B. Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.

- D. Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- E. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.
 - 1. Submit request to the Construction Manager.
 - 2. Submit 4 copies of each request and accompanying data.
 - 3. Submit request as specified for change order proposals.
- F. Data Required with Substitution Request: Provide at least the following data:
 - 1. Identify product by specification section and paragraph number.
 - 2. Manufacturer's name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).
 - 3. Complete product data.
 - 4. A list of other projects on which the proposed product has been used, with project name, the design professional's name, and owner contact.
 - 5. An itemized comparison of the proposed product to the specified product.
 - 6. Net amount of change to the contract sum.
 - 7. List of maintenance services and replacement materials available.
 - 8. Statement of the effect of the substitution on the construction schedule.
 - 9. Description of changes that will be required in other work or products if the substitute product is approved.
- G. The Construction Manager will determine acceptability of the proposed substitution.
- H. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

END OF SECTION 016200

SECTION 016223 – SUBSTITUTION REQUEST FORM

Please refer to Section 016000 – Product Requirements. Substitution requests will not be considered without submittal of this completed form.

REFERENCE TO: _____ Project No. _____

Having reviewed the requirements for the above Project, we hereby submit for consideration the following item in lieu of the specified item.

1. Section: _____ Specified Item: _____

2. Proposed Substitution: _____

3. Reason for Substitution: _____

4. Supporting Data Attached:

Yes _____ No _____ Technical data, including laboratory tests, if applicable.

Yes _____ No _____ Complete information on changes to Drawings/
Specifications that proposed substitution will require for
proper installation.

Yes _____ No _____ Effects of substitution on drawing dimensions.

5. Yes _____ No _____ The undersigned will pay for changes to the building and
systems design, including engineering and detailing costs
caused by the requested substitution.

6. Yes _____ No _____ Does the substitution effect other trades? Describe:

7. Describe differences between proposed substitution and specified item:

8. Yes _____ No _____ Maintenance and services parts will be as readily available
as for specified item.

9. Yes _____ No _____ Manufacturer's guarantees for the proposed and specified
items are the same; describe differences:

The undersigned state that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item:

Submitted by:

Company: _____

For Use by Architect:

Address: _____

Accepted: _____ Accepted as noted: _____

Not Accepted _____ Received too late: _____

By: _____

By: _____

Date: _____

Date: _____

Telephone: _____

Remarks: _____

Fax: _____

END OF SECTION 016223

SECTION 017000 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General construction and installation procedures.
2. Cutting procedures.
3. Patching procedures.
4. Existing hazardous material procedures.
5. Cleaning during construction.
6. Facility startup.
7. Project completion procedures.
8. Final cleaning.

1.2 DEFINITIONS

- A. Concealed Spaces: Spaces which are not accessible after completion of construction.
- B. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.
- C. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
- D. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the owner.
- E. Fire Barriers: Any wall, floor, ceiling, or roof which is indicated as having a fire resistance rating.
- F. Operational Elements: Equipment, moving parts, electrical conductors, sound and vibration control materials, waterproofing, vapor retarders, piping, ducts, tanks, and other similar materials and components which convey or retard the passage of liquids, gases, heat, light, persons, animals, or insects or which perform a similar function; not including structural elements.
- G. Patching: Restoration to completed condition by patching, repairing, refinishing, finishing, filling, closing up, and similar operations.
- H. Safety-Related Elements: Materials and assemblies whose principal function is the promotion of the safety of the building and its occupants, including fire and smoke barriers, fireproofing, emergency egress doors and windows, guardrails, equipment guards, and other similar construction.

- I. Smoke Barriers: Any wall, floor, ceiling, or roof which is indicated as being designed to prevent passage of smoke and gases; may be indicated as "smoke barrier," "smoke partitions," "smoke wall," or similar designation.
- J. Spaces Not Normally Occupied: Accessible spaces such as roofs, accessible plenums and shafts, accessible spaces above ceilings, trenches, equipment vaults, manholes, accessible attics, and similar spaces, but not including the interior of duct or concealed spaces.

1.3 SUBMITTALS

- A. Proposals for Cutting and Patching: Submit request sufficiently in advance of the time the work is to be performed to obtain approval; include:
 - 1. Description of the nature of the work and how it is to be performed, including reasons why cutting cannot be avoided.
 - 2. Description of results expected, including impact on safety and on structural, operational, and visual qualities.
 - 3. Products to be used.
 - 4. If utilities are affected, describe the changes required and be specific as to how long service will be cut off.
 - 5. If cutting of structural work results in the need for additional reinforcement, provide details and engineering calculations to show how that reinforcement satisfies the original structural requirements.
- B. Startup Reports:
 - 1. Submit within 5 days after startup of item covered by report.
 - 2. Include a statement that the item has been installed properly and is functioning correctly.
 - 3. Include the following information:
 - a. Item started up.
 - b. Date of startup operation.
 - c. Entity performing startup.
 - d. Applicable specification section.
 - e. Results of startup.
 - f. Signature of person performing startup.
- C. Demonstration Reports:
 - 1. Submit within 7 days after each demonstration period.
 - 2. Include the following information:
 - a. Description of equipment or system demonstrated, cross-referenced to the contract documents.
 - b. Date of demonstration.
 - c. Name and title of person performing demonstration.
 - d. Name, title, and signature of person observing demonstration.

1.4 QUALITY ASSURANCE

- A. Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer or fabricator of the product or system. Use only cleaning materials and tools which are specifically recommended, which are not hazardous to health or property, and which will not damage finishes.

1.5 PROJECT CONDITION

- A. The existing facility will be occupied during the period in which the work will be conducted; avoid interference with use of those areas and interruption of access to them.
 - 1. Do not obstruct required exit ways unless alternative exit ways satisfactory to the authorities having jurisdiction are available.
- B. Take precautions to prevent fires and to facilitate fire-fighting operations.
 - 1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
 - 2. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
 - 3. Do not allow smoking in areas where highly combustible or explosive materials are present.
 - 4. Carefully supervise the operation of potential fire sources, including heating units.
 - 5. Conduct welding operations in manner to prevent fire; comply with local regulations.
- C. Take precautions to prevent accidents due to physical hazards:
 - 1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
 - 2. Safety barricades: Comply with regulations.
 - 3. Provide temporary walkways where walking surfaces are hazardous.
 - 4. Notify the owner before beginning work that involves hazardous operations, including use of explosives and the like.
- D. Take care to prevent pollution of air, water, and soil.
 - 1. Comply with environmental protection regulations.
- E. Do not use tools or equipment which produce harmful levels of noise.
 - 1. Minimize the use of noise-making tools and equipment during hours that adjacent buildings are occupied.
- F. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- G. Provide temporary means of draining roofs where required.

- H. Conduct construction operations so that no part of the work and no part of the existing construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- I. Conduct construction operations so that waste of power, water, and fuel is avoided.
- J. Provide temporary supports as required to prevent movement and structural failure.
- K. Install products only during environmental conditions which will ensure the best possible results.

1.6 SEQUENCING AND SCHEDULING

- A. Install products only at the time and in the sequence which will ensure the best possible results.
- B. Coordinate required administrative activities with related construction activities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.
 - 1. For exposed materials for closing up openings, use materials identical to those of the adjacent construction; concealed materials are not required to be identical.
 - 2. If identical materials are not available or cannot be used, use materials that provide best visual match; obtain approval of the Construction Manager.
 - 3. Use materials that perform equally as well as, or better than, the material cut.
 - 4. If necessary, determine composition of existing materials to be patched by testing.

PART 3 - EXECUTION

3.1 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
 - 1. If the conditions to be corrected involve the work of another prime contract, notify the Construction Manager promptly.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.

- D. Notify the Construction Manager promptly of any modifications required due to existing conditions or previous work.
- E. Before starting work which might affect existing construction, verify the existence and location of such construction.
 - 1. In particular, verify the following:
 - a. Underground utilities.
 - b. Other underground construction.
 - c. Location and invert elevation of points of connection to piped utilities.
- F. Verify that utility requirements of operating equipment are compatible with building utilities.
- G. Verify space requirements of items which are shown diagrammatically on the drawings.

3.2 GENERAL PREPARATION REQUIREMENTS

- A. Take field measurements as required to fit the work properly.
- B. Recheck measurements prior to installing each product.

3.3 GENERAL INSTALLATION PROCEDURES

- A. Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level.
- B. See sections describing specific parts of the work for additional requirements.
- C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.
- E. In ceiling areas without a finished suspended ceiling, maintain minimum headroom clearance of 8 feet.
- F. Coordinate exact locations of fixtures and outlets with finish elements.
- G. Install work in such manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.
- H. Existing Construction:
 - 1. Perform work in existing construction in same manner as for new construction unless otherwise specified.

2. Where a new surface exposed to view is an extension of any existing surface, align both surfaces without a change of plane and make a neat transition between finishes.
 - a. If a change of plane is necessary due to the configuration of the existing surface, terminate the existing surface and its finish along a straight line at a natural line of division.
3. Where portions of existing work are removed, patch remaining work with neat transitions between remaining surfaces without evidence of cutting.
 - a. Where neat transitions between remaining surfaces are not possible due to configuration of existing surfaces, obtain instructions from the Design/Builder.
4. Where existing construction is removed, remove existing utility services located within or upon the existing construction.
 - a. Cap cut ends of abandoned piping, conduit, and duct in such a manner that they are concealed in finish work.

3.4 CLEANING AND PROTECTION

- A. Remove debris from concealed spaces prior to enclosing the space.
- B. Keep the site and the work free of waste materials and debris.
 1. Remove waste from site periodically.
 2. When temperature exceeds or is expected to exceed 80 degrees F, remove waste at frequency necessary to prevent development of health hazards and nuisance odors.
 3. Keep hazardous and unsanitary materials in containers separate from other waste.
- C. Clean areas in which work is to be done to level of cleanliness necessary for proper execution of that work.
 1. Where dust would impair execution of work, broom- and vacuum-clean the entire interior area and keep clean.
- D. Keep installed work clean, and clean again when soiled by other operations.
 1. Provide periodic cleaning as required to prevent damage due to soiling.
 2. Remove liquid spills promptly.
- E. Protect installed work from soiling and damage.
 1. Provide protective coverings as required.
 2. Provide protective coverings for work which may be damaged by subsequent operations.
 3. Where heavy abuse is expected, use minimum of plywood for protection.
 4. Maintain protective coverings until substantial completion.

3.5 CUTTING AND PATCHING PROCEDURES

- A. Use specified cutting and patching procedures when cutting or patching is required for any of the following activities:
 - 1. Fitting the parts of the work together.
 - 2. Modifying existing construction.
 - 3. Repairing existing work to remain.
 - 4. Installing ill-timed work.
 - 5. Removing and replacing defective and nonconforming work.
 - 6. Removing samples of work for testing.
 - 7. Making openings in elements of work for penetrations, such as for piping, conduit, duct, and the like.
 - 8. Uncovering work for observation.
 - 9. Repairing damage.

- B. Each prime contractor shall be responsible for cutting, fitting, or patching required to complete his work or to make its parts fit together properly.
 - 1. When it is necessary to cut the work of another prime contractor, obtain the written consent of such contractor prior to proceeding.
 - 2. Do not unreasonably withhold the contractor's consent to cutting the contractor's work.

- C. Perform cutting and patching at earliest time feasible, unless otherwise indicated or directed by the Construction Manager.

- D. Use procedures specified in applicable product sections as well as those specified in this section:
 - 1. Use procedures recommended by original installer, when such information is available.
 - 2. Where required, obtain approval of procedures by the Construction Manager.
 - 3. Cut using methods that are least likely to damage adjacent work and work to remain and which will provide proper surfaces for patching.
 - 4. Make cuts neatly with minimum disturbance of adjacent work.
 - a. Use appropriate tools intended for sawing or grinding and not for chopping or hammering.
 - b. Do not use pneumatic tools without prior approval.
 - 5. Where installation of similar new work is included, perform patching in manner specified for installation of new work.
 - 6. Where new work is inserted into or through the work that is cut, fit the patched work tightly to the new work.
 - 7. Patch with seams which are durable and as invisible as possible.
 - 8. Repair substrate prior to patching finish.

- E. Employ skilled workers to perform cutting and patching work.
 - 1. Use the original installer of the work to perform cutting and patching of the following:
 - a. Any products so indicated in the applicable product section.
- F. Work Exposed to View: Do not cut or patch in a manner that would result in a lessening of the building's aesthetic value, as determined by the Construction Manager.
 - 1. Generally, cut from exposed side into concealed spaces to avoid unnecessary damage to finish.
 - 2. Do not cut and patch in a manner that would result in substantial visual evidence of cut and patch work.
 - 3. Restore exposed patched finishes in a manner which eliminates evidence of patching and refinishing.
 - a. For continuous surfaces, extend refinish to nearest intersection, with a neat transition to adjacent surfaces.
 - b. For assemblies: Refinish entire unit.
 - c. Painted piping, conduit, and duct: Clean and repaint.
 - 4. Remove and replace work which is patched in a visually unacceptable manner.
- G. Structural Elements: Maintain structural capacity; do not increase deflection under design load; provide reinforcing where required.
 - 1. See structural sections for additional requirements.
 - 2. Before cutting any structural member, obtain the Design/Builder's approval of the proposed method.
- H. Existing Construction:
 - 1. Patch existing work to match adjacent existing work to remain.
 - 2. Where specified procedures for similar new work are applicable, use those procedures for cutting and patching existing construction.
 - 3. Take precautions to avoid damage to unanticipated utilities and structural elements. If such elements are encountered, report nature and extent to the Construction Manager and request instructions as to how to proceed.
 - 4. Do not cut existing mechanical and electrical services which are to remain in use until provisions have been made to relocate or reconnect them within 4 hours.
 - 5. Make neat transitions between existing and new surface finishes.
- I. Concealed Work: Uncover the concealed work, cut and patch, and patch the covering work.
- J. Concrete and Masonry: Use saws or drills which produce a neat cut; remove in small sections.
- K. Insulation: Replace insulation whenever it is cut in order to modify the element it is insulating.
- L. Slabs on Grade: Use methods that will not crack or disturb adjacent slabs or partitions.

- M. Operational Elements: Maintain capacity to perform in the manner intended, including energy performance; do not cut or patch in any manner that would increase maintenance requirement, decrease life expectancy, or decrease safety.
 - 1. Before cutting the following, obtain the Construction Manager's approval of proposed method:
 - a. Any product for which approval is required in the applicable product section.
 - b. Roofing.
 - c. Piping, wiring, conduit and duct.
- N. Safety-Related Elements: Do not cut or patch in a manner that would result in decreased safety.
 - 1. Before cutting the following, obtain the Construction Manager's approval of the proposed method:
 - a. Any product for which approval is required in the applicable product section.
 - b. Fire/smoke barriers.
- O. Fire/Smoke Barriers: Do not cut more than absolutely necessary.
 - 1. Cut penetration holes to sizes required for penetration seal assemblies required.
 - 2. Patch all oversize holes and cuts made in error.
 - 3. Perform patching in a manner which complies in all respects with the original construction; if not possible, report nature of difficulty to the Construction Manager and request instructions.
- P. Protect that part of the project which is exposed during cutting and patching operations from adverse weather.
- Q. Cover openings made whenever they are not in use.

3.6 INSTALLATION OF COMPONENTS

- A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.
- B. Mounting Heights: Where mounting heights are not indicated, install components at mounting normally encountered for similar components.
 - 1. Obtain the Construction Manager's instructions for uncertain mounting heights.
- C. Separate incompatible materials with suitable materials or spacing.
 - 1. Prevent cathodic corrosion.
- D. Provide all anchors and fasteners required and use methods necessary to securely fasten work.
 - 1. Allow for thermal expansion and contraction, and for building movement.

- E. Joints in Exposed Work:
 - 1. Make joints of uniform widths.
 - 2. Where joint locations are not indicated, arrange joints for the best visual effect.
 - a. When in doubt, obtain the Construction Manager's instructions.
- F. After installation, adjust operating components to proper operation.

3.7 FACILITY STARTUP

- A. Put each item of equipment and each system into full, satisfactory operation.
- B. Prior to Startup:
 - 1. Verify that equipment and systems are complete, correctly connected to utilities, and tested.
 - a. Comply with requirements of manufacturer.
 - 2. Inspect and test as required to ensure that work is installed as specified and to determine suitability for energizing.
 - 3. Provide power and fuel for startup and testing.
 - 4. Change over from temporary to permanent utility sources.
 - 5. Re-adjust and lubricate operating components as required to ensure smooth and unhindered operation.
 - a. Check drive rotations, belt tension, control sequences, and other features which might cause damage if not properly adjusted.
 - 6. When required by manufacturer, have manufacturer's representative prepare for startup or supervise such preparation.
- C. Notify the Construction Manager at least 5 days. prior to startup of each item and system.
- D. Execute startup under supervision of responsible personnel in accordance with the manufacturer's instructions.
 - 1. When required by manufacturer, have manufacturer's representative perform startup.
 - 2. Submit a written report of startup operation.
- E. After startup, adjust equipment and systems as required for proper operation.
 - 1. Where specified, perform tests or inspections to determine status of operation.
- F. Demonstrate the operation and maintenance of equipment and systems to personnel designated by the owner, prior to substantial completion.
 - 1. Have final operating and maintenance data available during demonstration.

- G. For equipment and systems which have different operation at different seasons, demonstrate operation during subsequent seasons until fully demonstrated.

3.8 FINAL CLEANING

- A. Each prime contractor shall perform final cleaning of his own work.
- B. Remove materials and equipment which are not part of the work and all debris from the site prior to substantial completion.
 - 1. Remove all surplus materials which are to remain property of the contractor; obtain the owner's instructions as to disposition of surplus material remaining on site and deliver, store, or dispose of as directed.
 - 2. Remove protective coverings.
 - 3. Remove temporary facilities.
- C. Dispose of debris in a lawful manner.
 - 1. Do not burn or bury debris on the site.
 - 2. Do not dispose of volatile wastes in storm or sanitary drains.
- D. Perform final cleaning prior to requesting inspection for substantial completion.
 - 1. Use only professional cleaners.
 - 2. Clean to the level of cleanliness that would be expected by a commercial building owner from a janitorial service.
- E. Clean entire project site and grounds.
 - 1. Clean up landscaped areas.
 - 2. Broom clean paved areas.
 - 3. Rake smooth all exposed earth surfaces.
 - 4. Remove snow and ice from building and site accesses.
- F. In spaces to be occupied, remove dirt, stains, and other foreign substances from all accessible surfaces and remove nonpermanent labels.
- G. Remove debris from roofs, gutters, downspouts, and roof drains.
- H. In spaces not normally occupied, remove debris and surface dust and wipe equipment clean, removing excess lubrication, paint, and other foreign substances.
- I. Remove paint and other coatings from permanent labels and from mechanical and electrical equipment nameplates.
- J. Leave the project clean and ready for occupancy.

3.9 PROJECT COMPLETION PROCEDURES

- A. Complete the work, prior to substantial completion, as required to obtain consent to occupancy from the governing authorities.
- B. Arrange for final inspections by governing authorities to be accomplished prior to substantial completion.
- C. If temporary locking systems differ from permanent locking systems, change over to permanent systems prior to substantial completion.

END OF SECTION 017000

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Division 01 Section "Sustainable Design Requirements" for additional LEED requirements.
 - 2. Division 01 Section "Multiple Contract Summary" for coordination of responsibilities for waste management.
 - 3. Division 02 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 4. Division 04 Section "Unit Masonry" for disposal requirements for masonry waste.
 - 5. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report from responsible waste hauler or use **Form A7 for construction waste**. Include the following information, **Use FORM A8**:
 1. Material category.
 2. Generation point of waste.
 3. Total quantity of waste in tons.
 4. Quantity of waste salvaged, both estimated and actual in tons.
 5. Quantity of waste recycled, both estimated and actual in tons.
 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED-Accredited Professional, certified by the USGBC, as waste management coordinator.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. **[Use Form A1 for construction waste.]** Include estimated quantities and assumptions for estimates. Use **Form 2 for Tracking Demo Waste.**
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. **[Use Form A3 for construction waste.]** Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures. **Use FORM A4 for tracking demolition waste.**
1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.

3. Total cost of disposal (with no waste management).
 4. Savings in hauling and tipping fees that are avoided.
 5. Handling and transportation costs. Include cost of collection containers for each type of waste.
 6. Net additional cost or net savings from waste management plan.
- E. Forms: Prepare waste management plan on Forms A1, A3, A5 and A7 included at end of Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
1. Distribute waste management plan to everyone concerned within three days of submittal return and prior to construction.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.

- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

3.5 ATTACHMENTS

A. Form A1:

CONSTRUCTION WASTE IDENTIFICATION							
MATERIAL CATEGORY	GENERATION POINT	EST. QUANTITY OF MATERIALS RECEIVED* (A)	EST. WASTE - % (B)	TOTAL EST. QUANTITY OF WASTE* (C = A x B)	EST. VOLUME CY (CM)	EST. WEIGHT TONS (TONNES)	REMARKS AND ASSUMPTIONS
Packaging: Cardboard							
Packaging: Boxes							
Packaging: Plastic Sheet or Film							
Packaging: Polystyrene							
Packaging: Pallets or Skids							
Packaging: Crates							
Packaging: Paint Cans							
Packaging: Plastic Pallets							
Site-Clearing Waste							
Masonry or CMU							
Lumber: Cut-Offs							
Lumber: Warped Pieces							
Plywood or OSB (scraps)							
Wood Forms							
Wood Waste Chutes							
Wood Trim (cut-offs)							
Metals							
Insulation							
Roofing							
Joint Sealant Tubes							
Gypsum Board (scraps)							
Carpet and Pad (scraps)							
Piping							
Electrical Conduit							
Other:							

* insert units of measure.

B. Form A3:

CONSTRUCTION WASTE REDUCTION WORK PLAN						
MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS (TONNES)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	
Packaging: Cardboard						
Packaging: Boxes						
Packaging: Plastic Sheet or Film						
Packaging: Polystyrene						
Packaging: Pallets or Skids						
Packaging: Crates						
Packaging: Paint Cans						
Packaging: Plastic Pallets						
Site-Clearing Waste						
Masonry or CMU						
Lumber: Cut-Offs						
Lumber: Warped Pieces						
Plywood or OSB (scraps)						
Wood Forms						
Wood Waste Chutes						
Wood Trim (cut-offs)						
Metals						
Insulation						
Roofing						
Joint Sealant Tubes						
Gypsum Board (scraps)						
Carpet and Pad (scraps)						
Piping						
Electrical Conduit						
Other:						

C. Form A5:

COST/REVENUE ANALYSIS OF CONSTRUCTION WASTE REDUCTION WORK PLAN								
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A x B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pallets								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

D. Form A7:

CONSTRUCTION WASTE REDUCTION PROGRESS REPORT								
MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTE TONS (TONNES) (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	TOTAL QUANTITY OF WASTE RECOVERED % (D / A x 100)
			ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)		
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pallets								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

END OF SECTION 017419

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions AIA Document A201-2007 and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 3. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A (available at:

<https://www.csiresources.org/home/widgettest?cobalsrc=https://csi82widgets.cobaltsaas.com/Sales/Catalog/ProductSearch.aspx?selmenid=men7>), or another form acceptable to Architect.

- 1. Organize list of spaces in sequential order.
- 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
- 4. Submit list of incomplete items in one of the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Warranty Electronic File: Scan warranties and assemble complete warranty submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823 – OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Requirements:
 - 1. Division 01 Section “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section “Closeout Procedures” for submitting operation and maintenance manuals.
 - 3. Division 01 Section “Project Record Documents” for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 48 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

1.5 SUBMITTALS

- A. Operations and Maintenance Manuals Submittal: Submit 2 copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.

- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Name and address of Construction Manager.
 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.

5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.

3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.

- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

- G. Comply with Division 01 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project record documents consisting of:
 - a. Record drawings.
 - b. Record project manual (specifications).
 - c. Record submittals:
 - 1) Shop drawings.
 - 2) Product data.

B. Related Requirements:

1. Operation and maintenance data: Elsewhere in Division 01.
2. Warranties: Elsewhere in Division 01.

1.2 SUBMITTALS

A. Project Record Documents: Submit prior to substantial completion.

1. Record Drawings: Submit in form of reverse sepia reproducibles.
 - a. Submit original marked up print set.
 - b. Submit 3 additional opaque print copy sets.
 - c. Sets shall include all drawings, whether changed or not.
2. Other record documents: Submit 3 originals or good quality photocopies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- A. Do not use record documents of any type for construction purposes.
- B. Maintain record documents in a secure location at the site while providing for access by the contractor and the Construction Manager during normal working hours; store in a fire resistive room or container outside of normal working hours.

- C. Record information as soon as possible after it is obtained.
- D. Assign a person or persons responsible for maintaining record documents.
- E. Record the following types of information on all applicable record documents:
 - 1. Dimensional changes.
 - 2. New and revised details.
 - 3. Depths of foundations.
 - 4. Locations and depths of underground utilities.
 - 5. Actual routings of piping and conduits.
 - 6. Revisions to electrical circuits.
 - 7. Locations of utilities concealed in construction.
 - 8. Particulars on concealed products which will not be easy to identify later.
 - 9. Changes made by modifications to the contract; note identification numbers if applicable.
 - 10. New information which may be useful to the owner, but which was not shown in either the contract documents or submittals.

3.2 RECORD DRAWINGS

- A. Each contractor shall maintain a complete set of opaque prints of the contract drawings, marked to show changes which occur due to his work.
- B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.
 - 1. Mark location of concealed items before they are covered by other work.
 - 2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
 - 3. Where changes are marked on record shop drawings, mark cross reference on the applicable contract drawing.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Construction Manager as to the drawing scale and information required.
- D. Keep drawings in labeled, bound sets.
 - 1. Mark with red pencil.
 - 2. Mark work of separate contracts with different colors of pencils.
 - 3. Incorporate new drawings into existing sets, as they are issued.
- E. Review completed record set with the Construction Manager.
- F. Upon authorization by the Construction Manager, each prime contractor shall prepare a full set of transparencies of contract drawings marked with all changes shown on his set of record prints.

- G. The Construction Manager will furnish transparencies of original contract drawings at the cost of \$20.00 (twenty dollars) per sheet.

3.3 RECORD PROJECT MANUAL

- A. Maintain a complete copy of the project manual, marked to show changes.
- B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.
 - 1. Include a copy of each addendum and modification to the contract.

3.4 RECORD SUBMITTALS

- A. Maintain a complete set of all submittals made during construction, marked to show changes.
- B. Each contractor shall maintain a complete set of all submittals made during construction, marked to show changes which occur due to his work.
 - 1. Maintain submittals in cardboard file boxes, labeled to show contents.
 - 2. Sort submittals by applicable specification section and file in order of submittal identification number.
- C. Record Shop Drawings: Record the types of information specified for all record documents.
 - 1. Mark changes on record shop drawings only when contract drawing would not be capable of showing the change clearly or completely.
 - 2. Mark changes in manner specified for record drawings.
- D. Record Product Data Submittals: Record the types of information specified for all record documents.
 - 1. In addition, record the following types of information:
 - a. Changes in the products as delivered to the site.
 - b. Changes in manufacturer's instructions or recommendations for installation.
- E. Record Coordination Drawings: Record the types of information required for all record documents.
 - 1. Mark up in the manner specified for record drawings.

3.5 TRANSMITTAL TO OWNER

- A. Collect, organize, label, and package ready for reference.
 - 1. Provide cardboard file boxes for submittals.

2. Provide cardboard drawing tubes with end caps for transparencies.
3. Bind print sets with durable paper covers.
4. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS This document has been prepared using information furnished by _____" [insert the contractor's name], and the date of preparation.

B. Submit to the Construction Manager.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training digital video recordings.
- B. Related Requirements:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
 - 2. Divisions 02 through 48 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not begin training until operation and maintenance data has been reviewed and approved by Architect.

1.4 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Demonstration and Training Digital Recording DVD's: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name of Architect and Construction Manager.
 - c. Name of Contractor.
 - d. Date digital video was recorded.
 - e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.5 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.

- d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING DIGITAL VIDEO RECORDINGS

- A. General: Where required in Divisions 02 through 48 Sections, record demonstration and training digital video disks. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record learning objective.
- B. Digital Video Recording Format: Provide high-quality color DVD's.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on digital video recording by audio narration by microphone while digital video is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

END OF SECTION 017900

SECTION 019114 - COMMISSIONING AUTHORITY RESPONSIBILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Commissioning is intended to achieve the following specific objectives; this section covers the Commissioning Authority's responsibilities for commissioning:
 - 1. Verify that the work is installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists are utilized to achieve this.
 - 2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests performed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
 - 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed O&M data submittals are specified.
 - 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is specified.
- B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion.
- C. Coordinate and direct all the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.

1.02 SCOPE OF COMMISSIONING

- A. The following are to be commissioned:
- B. Plumbing Systems:
 - 1. Water heaters.
 - 2. Booster pumps.
- C. HVAC System, including:
 - 1. Major and minor equipment items.
 - 2. Piping systems and equipment.
 - 3. Ductwork and accessories.
 - 4. Terminal units.
 - 5. Control system.
 - 6. Sound control devices.
 - 7. Variable frequency drives.
- D. Special Ventilation:
 - 1. Egress pressurization.
- E. Electrical Systems:
 - 1. Power quality.
 - 2. Emergency power systems.
 - 3. Lighting controls other than manual switches.
- F. Electronic Safety and Security:

1. Security system, including doors and hardware.
 2. Fire and smoke alarms.
- G. Communications:
1. Voice and data systems.
 2. Public address/paging.
- H. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.03 REFERENCE STANDARDS

- A. ASHRAE Guideline 1.1 - The HVAC&R Technical Requirements for the Commissioning Process; 2007, with Errata (2012).
- B. CSI/CSC MF - Masterformat; 2016.
- C. PECE (MCP) - Model Commissioning Plan; Current Edition.

1.04 SUBMITTALS

- A. Commissioning Plan:
 1. Submit preliminary draft for review by Owner and Architect within 30 days after commencement of Commissioning Authority contract.
 2. Submit revised draft to be included in the construction contract documents, not less than 4 weeks prior to bid date.
 3. Submit final plan not more than 90 days after commencement of construction, for issuance to all parties.
- B. List of Prefunctional Checklists to be developed:
 1. Submit preliminary list at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
 2. Submit revised list not less than 6 weeks prior to bid date, for inclusion in the construction contract documents.
 3. Submit final list not more than 60 days after start of construction.
- C. Prefunctional Checklists:
 1. Submit preliminary draft at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
 2. Submit revised draft for review by Owner and Architect not less than 6 weeks prior to bid date, for inclusion in the construction contract documents.
 3. Submit final draft to Contractor not less than 4 weeks prior to startup of particular items to be commissioned.
- D. List of Functional Test procedures to be developed:
 1. Submit preliminary list at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
 2. Submit revised list not less than 6 weeks prior to bid date, for inclusion in the Contract Documents; this is intended to be a list of titles, not full description of the tests.
 3. Submit final list not more than 60 days after start of construction.
- E. Functional Test Procedures:
 1. Submit preliminary draft at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
 2. Submit revised draft for review by Owner and Architect not less than 6 weeks prior to bid date, for inclusion in the construction contract documents.

3. Submit final draft to Contractor not less than 4 weeks prior to startup of particular items to be commissioned.
- F. Training Plan.
- G. Recommissioning Manual: Submit within 60 days after receipt of Owner's instructions to proceed with preparation.
- H. Commissioning Record: Submit to Contractor for inclusion with O&M manuals.
- I. Final Commissioning Report: Submit to Owner.

PART 2 PRODUCTS

2.01 DOCUMENTATION IDENTIFICATION SYSTEM

- A. Give each submitted form or report a unique identification; use the following scheme.
- B. Type of Document: Use the following prefixes:
 1. Commissioning Plan: CP-
 2. Prefunctional Checklist: PC-
 3. Functional Test Procedure: FTP-
 4. Functional Test Report: FTR-
 5. Commissioning Report: CR-
- C. System Type: Use the first 4 digits from CSI/CSC MF (Master Format), that are applicable to the system; for example:
 1. 2300: HVAC system as a whole.
 2. 2320: HVAC Piping and Pumps.
 3. 2330: HVAC Air Distribution.
- D. Component Number: Assign numbers sequentially, using 1, 2, or 3 digits as required to accommodate the number of units in the system.
- E. Test, Revision, or Submittal Number: Number each successive iteration sequentially, starting with 1.
- F. Example: PC-2320-001.2 would be the Prefunctional Checklist for equipment item 1 in the HVAC piping system, probably a pump; this is the second, revised submittal of this checklist.

PART 3 EXECUTION

3.01 COMMISSIONING PLAN

- A. Prepare and maintain the Commissioning Plan, covering commissioning schedule, Prefunctional Checklist and Functional Test procedures, coordination requirements, and forms to be used, for all parties in the commissioning process.
 1. Call and chair meetings of the Commissioning Team when appropriate.
 2. Give Contractor sufficient notice for scheduling commissioning activities.
 3. Develop a comprehensive start-up and initial systems checkout plan with cooperation of Contractor and subcontractors.
 4. PECEI (MCP) may be used as a guide for the Commissioning Plan.
 5. ASHRAE Guideline 1.1 may be used as a guide for the Commissioning Plan.

6. Avoid replication of information included in the construction contract documents to the greatest extent possible.
- B. Review the construction contract documents for Contractor submittals of draft checklists, draft test procedures, manufacturer startup procedures, and other information intended for the use of the Commissioning Authority in preparing the Commissioning Plan.
- C. Commissioning Schedule:
 1. Coordinate with Contractor anticipated dates of startup of each item of equipment and system.
 2. Contractor's scheduling responsibilities are specified in the construction contract documents.
 3. Revise and re-issue schedule monthly.
 4. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
 5. Deliver relevant Prefunctional Checklists and Functional Test Procedures to Contractor in time to avoid delay.

3.02 CONSTRUCTION CONTRACT DOCUMENTS

- A. General Commissioning Specifications: Architect has prepared general commissioning specifications for inclusion in the construction contract documents; review and submit comments to Owner.
 1. These specifications include:
 - a. Procedures applicable to all types of items to be commissioned.
 2. Prepare specifications for any of the following that would be recommended, for incorporation into the construction contract documents by Architect:
 - a. Additional Contractor submittals needed for purposes of commissioning, such as startup procedures, draft test procedures, draft training plans, etc.
 - b. Additional Owner personnel training.
 - c. Additional operation or maintenance data that should be submitted.
- B. Prefunctional Checklists: Develop detailed Checklists for each item to be commissioned.
 1. List of Checklists to be Developed: Prepare and maintain a detailed list of titles, not full text.
 2. The Checklist forms are intended to be part of the Contractor's Contract Documents.
- C. Functional Testing: Develop detailed procedures for each item to be commissioned; submit for review by Owner and Architect.
 1. List of Test Procedures to be Developed: Prepare and maintain a detailed list of titles, not full text.
 2. The forms the Commissioning Authority will use to report Functional Test results are not intended to be part of Contractor's Contract Documents, but the Functional Test Procedures that must be executed by the Contractor must be made part of the Contract Documents, by modification if necessary.
- D. Develop any other reporting forms Contractor will be required to use; if they are likely to require a substantially different amount of work than the Contractor can reasonably anticipate, they must be included in the construction contract documents.
- E. If any part of the documents described above have not been developed by the bid date, coordinate with Architect the issuance of modifications to the construction contract documents

3.03 PREFUNCTIONAL CHECKLISTS

- A. Prefunctional Checklists - Content: Prepare forms for Contractor's use, in sufficient detail to document that the work has been installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup.
 1. Prepare separate Checklists for each type of equipment, system, or other assembly, customized to the item.
 2. Identify each Checklist by using the contract documents identification number or name, if any; if none, create unique identifiers for each Checklist; do not rely on Contractor to number checklists.
 3. Multiple identical or near-identical items may appear on a single Checklist provided there is space to record all required data for each separately; label each set of data uniquely.
 4. Include space to record manufacturer name, model number, serial number, capacity and other relevant characteristics, and accessories and other features as applicable; include space to record "as specified", "as submitted", and "as installed" data.
 5. Include space to record whether or not the required submittals have been received; list each separate type of submittal.
 6. Include line items for each physical inspection to be performed.
 7. Include line items for each operational inspection to be performed, such as checking switch operation, fan rotation, valve and damper stroke, and measuring actual electrical loads.
 8. Include separate section for sensors and actuators, with space for documenting actual physical location and calibration measurements; provide a separate generic calibration checklist identified wherever referenced.
 9. Include spaces to record that related Checklists for related work upon which this work depends have been completed.
- B. Prefunctional Checklists - Format:
 1. Provide a cover sheet showing name of equipment item or system, documentation identification number (see Documentation Identification Scheme), names of accessory components involved, and identification of related checklists.
 2. Include on cover sheet space for Contractor's use in attesting to completeness; provide spaces for the signatures of the general contractor and each subcontractor or other entity responsible, customized to the project and the type of item.
 3. Include on the cover sheet, above the signature block, the following statement:
"The work referenced in this Checklist and other work integral to or dependent on this work is complete and ready for functional testing. The checklist items are complete and have been checked off only by parties having direct knowledge of the event." Include two checkboxes:
 - a. "This Checklist is submitted for approval with no exceptions."
 - b. "This Checklist is submitted for approval, subject to the attached list of outstanding items, none of which preclude the performance of safe and reliable functional tests. A statement of completion will be submitted upon completion of the outstanding items."
 4. Use a consistent, tabular format for all Checklists, with one line per checklist activity.
 5. For each line item, provide space for initials and date, and identification of the subcontractor or other entity responsible.

3.04 FUNCTIONAL TEST PROCEDURES

- A. Develop test procedures in sufficient detail to show that functional performance is in accordance with the Contract Documents and shows proper operation through all modes of operation where there is a different system response, including seasonal, unoccupied, warm-up, cool-down, part- and full-load.
 - 1. Obtain assistance and review by installing subcontractors.
 - 2. Itemize each test sequence in step-by-step order, with acceptance criteria for each step and for the test as a whole.
 - 3. Include test setup instructions, description of tools and apparatus, special cautions, and.
 - 4. Avoid procedures that would void or otherwise limit warranties; review with Contractor prior to execution.
 - 5. For HVAC systems, procedures may include energy management control system trending, stand-alone datalogger monitoring or manual functional testing.
 - 6. Obtain explicit approval of Contractor in regard to feasibility and safety prior to execution.
- B. Functional Test Report Forms: Prepare forms in advance of testing, using a consistent format; include all test procedure information given to Contractor and:
 - 1. Report Identifier (see Documentation Identification Scheme).
 - 2. Test prerequisites.
 - 3. Formulas to be used in calculations.
 - 4. Yes/No check boxes for each step of test.
 - 5. Space to record results, document deficiencies, and make recommendations.
 - 6. Signature and date block for Commissioning Authority.
- C. Functional Test Prerequisites: Include space to verify all of the following items on each Functional Test Report Form, unless truly inapplicable:
 - 1. All related equipment has been started up and start-up reports and Prefunctional Checklists submitted and approved ready for Functional Testing.
 - a. For hydronic systems, check that:
 - 1) Piping system flushing is complete and required report approved.
 - 2) Water treatment system is complete and operational.
 - 3) Test and balance (TAB) is complete and approved.
 - 2. All control system functions for this and all interlocking systems are programmed and operable in accordance with the Contract Documents, including final set points and schedules with debugging, loop tuning and sensor calibrations completed, with space for signature of controls installer.
 - 3. Incomplete items identified by Architect during closeout inspections have been corrected or completed.
 - 4. Safeties and operating ranges have been reviewed.
 - 5. A copy of the specified sequence of operation is attached.
 - 6. A copy of applicable schedules and setpoints is attached.
 - 7. A copy of the specified Functional Test Procedures is attached.
 - 8. The Functional Test Procedures have been reviewed and approved by the applicable installer.
 - 9. Vibration control report approved (if required).
 - 10. False loading equipment, system and procedures ready.
 - 11. Sufficient clearance around equipment for servicing.

12. Original values of pre-test setpoints that need to be changed to accommodate testing have been recorded, with a check box provided to verify return to original values (include control parameters, limits, delays, lockouts, schedules, etc.).
13. Any other items on the Prefunctional Checklist or Start-up Reports that need to be re-verified.

3.05 CONSTRUCTION PHASE

- A. Coordinate the commissioning work with Contractor and Construction Manager; ensure that commissioning activities are being incorporated into the master schedule.
- B. Perform site visits, as necessary, to observe component and system installations. Attend planning and job-site meetings to obtain information on construction progress. Review Contractor's meeting minutes for issues relating to the commissioning process. Assist in resolving discrepancies.
- C. Commissioning Kick-Off Meeting: Plan and conduct a meeting early in the construction phase to review commissioning activities and responsibilities with all parties involved. Require attendance by all members of the Commissioning Team.
- D. Conduct periodic meetings as necessary to coordinate, resolve planning issues, and aid in resolution of deficiencies, minimizing the time spent by Contractor and Owner personnel; hold meetings at least monthly.
- E. Submit periodic progress reports to Owner and Contractor.
- F. Review Contractor shop drawing submittals applicable to systems being commissioned for compliance with commissioning needs; verify that Owner's responsibilities are clearly defined in warranties.
- G. Review and approve submittals directly related to commissioning.
- H. Deliver Prefunctional Checklists and Functional Test procedures to Contractor.
- I. Verify satisfactory completion of Prefunctional Checklists by Contractor by reviewing checklists and by site observation and spot checking; provide formal approval when satisfactory.
- J. Verify startup of all systems by reviewing start-up reports and by site observation; provide formal approval when satisfactory.
- K. Coordinate, witness and approve Functional Tests performed by Contractor. Coordinate retesting until satisfactory performance is achieved.
- L. HVAC Commissioning:
 1. Gather and review the control sequences and interlocks and work with Contractor and design engineers until sufficient clarity has been obtained, in writing, to be able to prepare detailed Functional Test procedures.
 2. Witness all or part of HVAC piping test and flushing procedures, sufficient to be confident that proper procedures were followed; document testing and include documentation in O&M manuals.
 3. Witness all or part of duct testing and cleaning procedures, sufficient to be confident that proper procedures were followed; document testing and include documentation in O&M manuals.
 4. Review TAB Plan prepared by Contractor.
 5. Before TAB is executed, witness sufficient Functional Testing of the control system to approve it to be used for TAB.
 6. Verify air and water systems balancing by spot testing, by reviewing completed reports, and by site observation; provide formal approval when satisfactory.

7. Analyze trend logs and monitoring data to verify performance.
- M. Witness and document testing of systems and components over which the Commissioning Authority does not have direct control, such as smoke control systems, tests contracted directly by Owner, and tests by manufacturer's personnel; include documentation in O&M manuals.
- N. When Functional Testing for specific systems or equipment is specified to be performed by the Commissioning Authority rather than the Contractor, perform such testing without assistance of Contractor.
- O. Maintain a master deficiency and resolution log and a separate testing record. Provide written progress and test reports with recommended actions.
- P. O&M Data: Review submitted operation and maintenance data for completeness; provide formal approval if satisfactory.
- Q. Notify Contractor and Owner of deficiencies in procedures or results; suggest solutions.

3.06 TRAINING

- A. Training Plan: Prepare a comprehensive Training Plan, incorporating draft training plans submitted by Contractor.
 1. Include a ____ hour session by the HVAC design engineer covering the overall HVAC system and equipment design concepts, with one-line schematic drawings.
 2. Include a ____ hour session by the Commissioning Authority on the use of the blank Prefunctional Checklists and Functional Test report forms for re-commissioning purposes.
 3. Establish criteria for determining satisfactory completion of training.
- B. Verify that training was satisfactorily completed; provide formal approval if satisfactory.

3.07 CLOSEOUT

- A. Commissioning Record: Use the same format and organization as specified for the O&M manuals.
 1. Include the Final Commissioning Plan and Final Report.
 2. For each product or system and equipment item, include the following organized as indicated, with separator tabs:
 - a. Design intent documentation, furnished by Architect or others.
 - b. Detailed operational sequences.
 - c. Startup plan and approved startup reports.
 - d. Filled out Prefunctional Checklists.
 - e. Filled out Functional Test reports; trend logs and monitoring reports and analysis; other verification documentation.
 - f. Training plan and training records.
 - g. Recommissioning recommendations, including time schedule and procedures; include blank copies of all Prefunctional Checklists and Functional Test report forms.
- B. Final Commissioning Report: Include:
 1. Executive summary.
 2. List of participants and roles.
 3. Brief facility description.
 4. Overview of commissioning scope and general description of testing and verification methods.
 5. For each item commissioned, an evaluation of adequacy of:
 - a. The product itself; i.e. compliance with the contract documents.

- b. Installation.
 - c. Functional performance; include a brief description of the verification method used and observations and conclusions from the testing.
 - d. O&M documentation, including design intent.
 - e. Operator training.
6. List of all outstanding non-compliance items, referenced to the specific functional test, inspection, trend log, etc., where the deficiency is documented.
 7. List of unresolved issues, seasonal or deferred testing, and other concerns that could affect facility operation.
 8. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. (about four to six pages).
 9. Attach appendices containing all commissioning documentation, including logs, minutes, reports, deficiency lists, communications, findings, etc., except that specified to be part of the Commissioning Record.
- C. Recommissioning Manual: Revise the Commissioning Plan documents, checklists, and Functional Test forms as necessary based on accepted recommendations of the final Commissioning Report. Provide step-by-step instructions for recommissioning, blank forms, and cross-references to O&M data needed during recommissioning.

3.08 POST-OCCUPANCY PHASE

- A. Coordinate deferred and seasonal Functional Tests; verify correction of deficiencies.
- B. On-Site Review: 10 months after Substantial Completion conduct on-site review with Owner's staff.
 1. Review the current facility operation and condition of outstanding issues related to the original and seasonal commissioning.
 2. Interview staff to identify problems or concerns they have operating the facility as originally intended.
 3. Make suggestions for improvements and for recording these changes in the O&M manuals.
 4. Identify areas of concern that are still under warranty or are the responsibility of the original construction contractor.
 5. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.

END OF SECTION 019114