

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.

004100-

Will County
Child Advocacy Center

Initials: _____ / _____

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

004100-

DIVISION 1 – GENERAL CONDITIONS
SECTION 004100– Bid Package Scope

- 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.

004100-

DIVISION 1 – GENERAL CONDITIONS
SECTION 004100– Bid Package Scope

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.

004100-

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 on site.
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**

004100-

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.

004100-

DIVISION 1 – GENERAL CONDITIONS
SECTION 004100– Bid Package Scope

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
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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.

004100-

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

004100-

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 Manager'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.

004100-

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