

**Huntley Park District
Stingray Bay Steel Structure
and Exterior Painting of 2
Water Slides Bid**

Project Manual



**12015 Mill Street
Huntley, IL 60142**

January 8, 2024

Huntley Park District Stingray Bay Steel Structure and Exterior Painting of 2 Water Slides Bid

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ADVERTISEMENT FOR BIDS

Notice is hereby given that Huntley Park District, McHenry County, IL, will receive sealed bids from interested trade contractors for Painting work for the Stingray Bay Pool Steel Structure and Painting of 2 Water Slides Project for the Huntley Park District – Bid Release 1.

Sealed bids will be received up until 9:00 A.M., Monday, January 29, 2024 at the:

Huntley Park District Administration Offices
12015 Mill Street
Huntley, IL 60142

Bids will be publicly opened and read immediately following. Bids must be submitted **in duplicate** in a sealed envelope and labeled “Huntley Park District Stingray Bay Waterslide Painting Bid”, the Date and Time of the Bid Opening, the Contractor’s Name and Address, and their Trade Package. **All Contractors shall use the bid day label provided with their Bid Form.**

SCOPE OF WORK

The proposed project consists of the pool steel structures and exterior painting of (2) water slide structures for the Stingray Bay Aquatic Park for Huntley Park District, Huntley, IL.

INSTRUCTIONS TO BIDDERS

Prospective bidders should contact Wesley Peete at Huntley Park District, (wpeete@huntleyparks.org or 847-669-8934) to be placed on the bid list. Bidders will then be sent bid documents via a valid business email address for free.

A Bid Bond or Certified Check in the amount of 10% of the bid is to accompany the Bid Form. The successful bidder must furnish a Performance Bond and Labor and Material Payment Bond in an amount equal to 100% of the bid amount, with sureties approved by the owner, and Certificate of Insurance within ten (10) days of the award of the contract. All Performance and Payment Bonds will be in accordance with the requirements stated in the AIA 201 General Conditions and the Public Construction Bond Act.

The successful bidder is required to pay Prevailing Wage for work under this Contract and shall submit certified payroll records in compliance with the Prevailing Wage Act (820 ILCS 130/1-12).

The Board of Commissioners of Huntley Park District reserves the right to reject any and all proposals or waive any bid irregularities.

This Project is Tax Exempt

A Pre-Bid Meeting is not scheduled for this project and should not be required. Please email all questions to Wesley Peete (wpeete@huntleyparks.org) at Huntley Park District. Questions will be answered in writing and issued as an addendum to this Project Manual. The bidding contractors should visit the project site to inspect the existing conditions. Visitation to the site should be arranged through Wesley Peete at Huntley Park District.

INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION:

This project consists of the Pool steel structures and painting of (2) water slide structures for the Huntley Park District Stingray Bay Aquatic facility. The Bid Packages for this project will be 09G-1 Painting.

PROPOSALS:

- a. Bids are invited from qualified Trade Contractors for their approved areas of construction for this Project as specified in the Project Manual.

Sealed bids, submitted in duplicate, for the trade packages above should be delivered by **9:00 A.M., January 29, 2024**, to:

Mr. Wesley Peete, MPA, CPRP Huntley Park District
12015 Mill Street
Huntley, IL 60142

- b. **A complete bid consists of 2 of each of the following:**
1. Completely filled in, signed, and sealed bid forms for the Trade Contractor's Work Scope
 2. A completed Bid Bond or other Bid Security (one copy must have company seal)
 3. The Public Bidding Certificates filled in, signed, and notarized.
 4. The Labor Rate Sheet filled in for each of the Trade Contractor's associated labor classifications.
 5. Voluntary Alternate Bid form only if the Contractor wants to submit an alternate method not called for in the Bidding Documents
- c. All bids shall be provided in a sealed envelope to the above address. The outside of the envelope shall also contain the following:
1. Bidder's Name and Address
 2. Project Name
 3. Date and Time of the Bid Submission
- All Contractors shall use the bid day label provided with their Bid Form.**
- d. Bids will be opened and read immediately after, at a location to be provided when your bid is submitted.

PRE-BID MEETING:

A Pre-Bid Meeting will not be held but it is strongly urged that all bidders visit the project site to fully understand the project requirements. Bidders failing to demonstrate a thorough understanding of the project and the existing conditions at the scope review may be rejected.

BID DOCUMENTS:

Copies of Bidding Documents may be obtained by requesting them from Wesley Peete at the Huntley Park District Office.

INTERPRETATIONS:

No oral interpretations will be made to any Bidder as to the meaning of the Specifications or the Drawings. Every request for an interpretation shall be made in writing to the Owner. Send all questions to Wesley Peete via email at wpeete@huntleyparks.org Any inquiry received five (5) or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made will be in the form of an Addendum to the Bidding Documents, which will be on file in the office of the Owner and will be available to all Bidders. Copies of these Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

BID GUARANTEE:

A Bid Guarantee, which shall be not less than 10 percent of the amount of the Base Bid, must accompany each Bid and at the option of the Bidder, may be a Certified Check, Bank Draft, or a Bid Bond on A.I.A. Form A-310, secured by a Guarantee or Surety Company. No Bid will be considered unless it is so guaranteed. Certified Check or Bank Draft must be made payable to the order of Huntley Park District. Cash deposits will not be accepted. Such Bid Guarantee shall be submitted with the understanding that it shall guarantee that:

- a. The Bidder will not withdraw their Bid within 90 days after the date of the opening of Bids.
- b. That the successful Bidder will enter into a formal Contract with the Owner and give such bonds as are required by the general conditions.
- c. In the event the Bid is withdrawn within the 90-day period after the date of the Bid Opening, the Bidder shall be liable to the Owner for the lesser of the full amount of the Bid Guarantee or the difference to the next lowest bidder responsible bid, and the Owner shall have the right to retain the proceeds of said Bid Guarantee to apply on the account of damages and excess costs which they may incur because of such withdrawal.
- d. In case the Bid Guarantee is the form of a Certified Check or Bank Draft, the Owner may make such disposition of same as will accomplish the purpose for which submitted. Certified checks or Bank Drafts of all but the three lowest Bidders will be returned as soon as practical after the opening of the Bids.

PREVAILING WAGE:

Huntley Park District is required to pay prevailing wages on all projects. This Project is subject to the Illinois Prevailing Wage Act. Accordingly, Contractor must pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Agency. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Agency as required by Statute. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Agency against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html> The Department revises the prevailing wage rates and the Contractor/ subcontractor has an obligation to check the Department's web site for revisions.

BIDDING CERTIFICATES:

The Trade Contractor in submitting their proposals shall include the public bidding certificates found with the bid form. The Certificate including Bidder Eligibility, Compliance with Illinois Drug-Free Workplace Act, Sexual Harassment Policy, Equal Employment, Prevailing Wage, and Non-Collusion must be included with the Trade Contractor's bid proposal.

AWARD OF CONTRACTS - REJECTION OF BIDS:

- a. Contracts will be awarded to the responsible Bidder submitting the lowest proposal complying with the conditions of the Bidding Documents, provided their Bid is reasonable and it is to the best interest of the Owner to accept it. The Bidder to whom the Contract is awarded will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality, irregularity, or qualifications in the Bids received whenever such rejection or waiver is in the best interest of the Owner.
- b. The Owner also reserves the right to reject the Bid of any Bidder who:
 1. Has previously failed to perform properly.
 2. Has failed to complete on time Contracts of similar nature.
 3. Is not in a position to perform the work required promptly.
 4. Has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers, and/or employees.
- c. In determining the lowest responsible Bidder, the following elements, in addition to those heretofore mentioned, will be considered, whether the Bidder involved:
 1. Maintains a permanent place of business.
 2. Has adequate plant, equipment, and men available to do the work properly and expeditiously.
 3. Has suitable financial resources to meet the obligations incidental to the work.
 4. Has appropriate technical experience.
- d. The Owner reserves the right to consider as unqualified to perform the Trade Contract Work any Bidder who does not habitually perform with their own forces the branches of the work for which they are submitting his bid.
- e. The ability of a Bidder to obtain a Performance and Payment Bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

EXECUTION OF CONTRACT / PERFORMANCE AND PAYMENT BOND:

- a. Subsequent to the award and within ten days (10) after the Agreement forms are presented for signature, successful Bidder shall sign the Agreement and deliver it to the Owner in such number of counterparts as the Owner may require. The Agreement will be on A.I.A. Document A101 2019 Edition as edited.
- b. Having satisfied all conditions of the award as set forth elsewhere in these Documents, successful Bidders shall, within the ten (10) days specified in "a" above, furnish a Performance and a Labor and Material Payment bond each in the amount of the Contract as awarded, as a security for the faithful performance of the Contract, and for the Payment of

all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bonds shall be in the form of A.I.A. Document A312 and shall bear the same date as, or a date subsequent to, the date of the Contract Agreement. All Performance and Payment Bonds will be in accordance with the requirements stated in the AIA 201 General Conditions and the Public Construction Bond Act.

- c. Each Bidder must be bondable at time bids are due and he shall state so in his bid.
- d. The failure of successful Bidders to execute such Contract and to supply the required Bonds within ten (10) days after the prescribed forms are presented for signature or if bonding company finds that a Bidder is NOT bondable, shall constitute a default, and the Owner may either award the Contract to the next responsible Bidder or re-advertise for Bids, and may charge against such Bidder the difference between amount of his Bid and amount for which the Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds amount of his Bid Guarantee.

FEES FOR CONTRACT CHANGES:

Trade Contractors shall agree that on all changes to the construction involving costs, either extra items or credit items, the percentages as described in Section 7.6 of the General Conditions will be added or deducted for the actual cost of the work for their overhead and profit.

CONSTRUCTION TIME:

- a. The Trade Contractor shall commence work on the date of Notice to Proceed, Letter of Intent, or issued contract and shall fully complete ALL work in a diligent and professional manner. Contractor will receive official notification shortly following board approval at their February 28, 2024, board meeting.
- b. Work shall be completed by May 5, 2024 per accepted contract proposal.
- c. Trade Contractor shall cooperate with the Owner at all times and coordinate construction work to maintain the safety, health, and welfare of students, staff, and workers.
- d. If awarded a Contract, the Contractor agrees to begin shop drawings, order materials, perform construction, and complete the work as shown on the Construction Manager's schedule for this project.
- e. In signing the Agreement, the Contractor further agrees to make every effort, including working overtime, weekends and/or evenings, and to pay for expediting material and equipment, to meet the schedule.
- f. The Contractor also agrees to pay for additional costs incurred by other Trade Contractors if they are required to accelerate their schedule due to this Contractor not maintaining their portion of the project schedule.

JOB SITE SAFETY REQUIREMENTS

Updated March 2018

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ADMINISTRATIVE REQUIREMENTS

The proceeding information addresses expectations of Subcontractors and Tier Subcontractors (herein after called subcontractors) performing work on Huntley Park District projects. Huntley Park District believes that through a concentrated effort by contractors, a safe and successful project will be achieved. Each contractor working on Huntley Park District projects are obligated to comply with all Federal, State and Local safety requirements, Site Specific Safety Programs, and any Owner Safety Requirements (herein after called safety requirements). These combined safety requirements constitute the minimum level of performance expected from each employer and his employees or their subcontractors or agents. All shall adhere to these requirements for the performance of their work on Huntley Park District projects designed to promote and to insure the projects safe completion.

COMPLIANCE

In accordance with the OSHA requirements, each contractor shall protect the employment and places of employment of each of his employees engaged in construction work by complying with the appropriate standards prescribed in the applicable standards. Contractors shall hold each of their agents, vendors, tier subcontractors and suppliers responsible for compliance with these safety requirements. Contractors shall include these safety requirements in contracts with all tier subcontractors and suppliers. Entry onto project, property, or the job site constitutes acknowledgment by the contractor, contractor employees or invitee of their obligation to adhere to these safety requirements. Each contractor shall establish and maintain an effective safety and health program that includes all items outlined in this document. The contractor shall be solely responsible for implementing the safety program and shall have sole responsibility for monitoring the work of its employees, subcontractors, agents, vendors and suppliers to ensure compliance.

COMPETENT PERSON

Each contractor shall designate a competent person as defined by OSHA to implement and enforce the safety requirements. A competent person from each contractor must be on site whenever they have employees working on site, and the name of that person shall be submitted on the **Contractor Daily Report**. Each contractor is required to maintain this position, and a competent person(s) will remain on-site until the completion of their work. The contractor shall not relinquish or defer responsibility for project safety to his own or contractor employees at any time under any circumstances.

OSHA AND STATE AGENCY INSPECTIONS

If after an inspection, a contractor receives any citation(s), a copy of all citations shall be immediately given to Huntley Park District.

MEETINGS

- **Preconstruction Meeting**
Huntley Park District will request the contractor's attendance at a Preconstruction Meeting with the Huntley Park District project team. The purpose of this meeting is to review expectations, schedule, coordination, quality, safety and other concerns.
- **Weekly Project Meeting**
Project meetings will be conducted on site. The date and time of these meetings will be determined by the project team. Attendance is expected from each subcontractor unless excused by Huntley Park District.
- **Incident Review Meeting**

Following an incident, Huntley Park District may request a meeting be held with the parties involved to discuss the incident in more detail. Requested contractors shall attend and participate in the investigation, discussion, and develop an action plan.

VIOLATIONS

If a contractor or invitee is found non-compliant to any of the safety requirements, he/she will not be allowed on the job site. Any resulting damages (including damage for delay) will be paid for in accordance with the contract. If Huntley Park District deems it is necessary to stop work being performed due to the nature of a violation, work will be halted until the contractor corrects the violations. Any costs or delays in schedule incurred by the stoppage of work due to the Safety and Health violation will be the sole responsibility of the violating contractor. If violations of the safety requirements are observed, the responsible contractor shall be informed orally for immediate correction. It is the sole responsibility of the contractor to devise and implement the correction. The contractor shall be given a reasonable amount of time to correct the violation(s). The time period allowed shall reflect the severity of the violation(s) and the urgency to abate, and in some cases the corrective action might be immediate. If the contractor fails to correct the violation within the reasonable amount of time specified, Huntley Park District may take a number of actions including but not limited to:

- A meeting will be conducted with the contractor's supervisor and the Huntley Park District Project Team. The meeting should conclude in a documented agreement outlining the contractor's intended corrective actions and time frame for implementation.
- Removal of unsafe condition by using other work forces, the cost of which will be reimbursed through back charges or provisions of the contract.
- Removal of contractor personnel, including field supervision if necessary.
- A letter of non-compliance stating that the contractor is in violation sent to the contractor's office with a copy to their insurance company.
- Huntley Park District may exercise its option to terminate all or part of the contract with the contractor for inadequate safety performance or failure to fulfill any of the safety requirements of the contract.

EMERGENCY MEDICAL FACILITY

Each contractor is responsible to establish an Emergency Medical Facility for use by their injured employees. The facility to be used shall be communicated to their employees. The contractor is responsible for all costs borne out of medical treatment, substance abuse testing and any other associated costs (Huntley Park District is not to be charged for any treatment costs). Each contractor is to provide an appropriately sized First Aid kit that is maintained and adequately stocked. The location of the kit shall be shared with the crew.

--- End of Section ---

DOCUMENTATION AND REPORTING

SITE SAFETY ORIENTATION

Each contractor employee, before starting work, is to be orientated by the contractor on the safety requirements established for the project. Upon completion of the training, the individual will be given a sticker to place on their hard hat in a visible location. If an individual is found on-site without having received the training, that person will be removed from the project for the remainder of the day, and the crew foreman may be disciplined.

SAFETY SUBMITTALS

1. Each contractor and tier subcontractor shall submit a copy of their Hazard Communication Program and Safety Data Sheets (applicable to the site) to the Project Team. Each contractor shall notify their employees of the location of the Hazard Communication Program and SDS. Huntley Park District shall be notified when Hazardous Materials will be used and what protective methods will be used to protect those employees directly involved and those employees who may become exposed. The competent person for the contractor involved will be responsible for monitoring use and compliance by its employees with the protective methods devised.
2. In accordance with OSHA, each contractor shall submit a Safety Plan to Huntley Park District prior to the start of their work.

JOB SITE INSPECTIONS

In accordance with OSHA, each subcontractor shall perform frequent and regular safety inspections of their work area(s) by a competent person. A copy of the report or documented inspection shall be submitted to Huntley Park District whenever the inspection is completed. Contractor supervisors shall take immediate action to correct violations, unsafe practices and unsafe conditions. The contractor will be solely responsible to review/monitor the work area/location of all their employees on a regular basis during the performance of work.

Huntley Park District will also perform job site inspections on a regular basis. Any contractor that is found to be in violation of Huntley Park District's Safety Policy will be notified and receive a copy of the inspection form stating the offense. All violations must be remedied in a time frame deemed appropriate by the Huntley Park District Safety Manager and will only be cleared to proceed once a picture of the corrected violation has been received and the Huntley Park District Safety Manager confirms the violation has been corrected.

TOOLBOX TALKS

Each contractor shall conduct weekly "toolbox" safety meetings relevant to the work being performed for their employees. A copy of the toolbox talk or a description of the topic discussed along with all attendee's names shall be kept on site and documentation will be made available to Huntley Park District if requested.

INCIDENT REPORTING

- Contractors are responsible to verbally notify Huntley Park District of all incidents including personal injuries and illnesses, project property losses or damages, and incidents involving the public or their property immediately.
- Each contractor shall provide to Huntley Park District an "Incident Report" within 24 hours of the occurrence.
- Each contractor is required to investigate all incidents incurred by their employees, or incidents that are the result of their operations.
- If required or requested by Huntley Park District, the contractor will assist Huntley Park District in an "Investigation Report" to determine the cause of the incident.

SUBSTANCE ABUSE POLICY

Huntley Park District is committed to providing a safe work environment. The illegal use or abuse of drugs and or alcohol constitutes a threat to the safety and health of employees and the general public. Each contractor shall establish and maintain an effective substance abuse program pursuant to the Contract Documents and the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq* . Drug and alcohol testing may be required of contractor employees in the following situations:

- If Huntley Park District has reasonable suspicion that the employee is under the influence of drugs or alcohol
- If the employee has sustained a work-related injury requiring outside medical attention
- If the employee has caused or contributed to another employee being injured in a work-related incident
- If the employee has caused or contributed to a work-related incident resulting in, or which has the potential to result in, property damage
- If the employee was involved in a "near miss" (defined as an occurrence that has the attributes of an incident, yet has no apparent damage to person or property)

* Contractor employees who fail to provide proof of a required drug and alcohol test will not be permitted on-site. All costs associated with any substance abuse testing are the responsibility of the contractor.

--- End of Section ---

SITE SPECIFIC SAFETY ITEMS

1. GENERAL REQUIREMENTS

- 1.1. Contractors must report to the Huntley Park District Project Team any safety concerns, observed conditions or violations of job safety, regardless of whether they are within the observer's power or responsibility to correct.
- 1.2. Contractors shall assure that supervisory employees have a good working knowledge of applicable safety requirements as they pertain to their areas and encourage all employees to improve their accident prevention awareness.
- 1.3. Smoking is prohibited at any time on the Huntley Park District job site. (No Exceptions)
- 1.4. Firearms are prohibited at any time on the Huntley Park District job site. (No Exceptions)
- 1.5. The use of personal radio headsets (I-pods/MP3 players, etc.) while on-site is not allowed.
- 1.6. Radios are not permitted in work areas adjacent to occupied spaces or when the project does not allow their use. The Huntley Park District project manager will determine radio use in stand-alone buildings.
- 1.7. Glass bottles or containers are not allowed on site.

2. CLEAN UP

- 2.1. Each contractor shall be responsible for **daily** clean up during and after installation of his materials and shall leave their areas broom swept.
- 2.2. Each contractor is responsible to provide manpower to move their trash and debris to an area designated by Huntley Park District. If debris is not removed on a timely basis, or after appropriate warning, Huntley Park District will provide people to remove the debris and the responsible subcontractor (s) will be responsible for all costs incurred.

3. TRAFFIC CONTROL

- 3.1. Signs shall conform to the requirements of *OSHA 29 CFR, 1926, Subpart G, Section 200* and ANSI Z35.1-1968.
- 3.2. Work on or adjacent to roadways must be protected in accordance with Illinois Statutes. IDOT Certified Flagger control must be provided in accordance with Illinois Revised Statutes Chapter 121, Par. 314.2.
- 3.3. Signs and barricades must be removed immediately when no longer applicable or required.
- 3.4. Parking in unauthorized areas will result in towing at the vehicle owner's expense.

4. PERSONAL PROTECTIVE EQUIPMENT

- 4.1. Hard hats are to be worn 100% of the time, through all phases of construction, and shall be worn correctly. Equipment operators working outside of the equipment are required to wear hard hats 100% of the time.
- 4.2. Safety Glasses required 100% of the time, through all phases of construction.
- 4.3. Eye and face protection when required, (i.e. overhead drilling or cutting, chipping, welding, grinding, etc.) must meet ANSI Z87 requirements.
- 4.4. At a minimum, single-use particulate filtering facepiece respirators (Dust Masks) equal to or greater than NIOSH-Approved N95 are recommended to be worn throughout the course of any demolition work. All employees wearing respirators must have previously gone through examinations, training, and fit testing. The subcontractor must be able to provide all documentation for the above requirements if requested.
- 4.5. Hair which falls below the nape of the neck must be put under the hard hat or otherwise controlled.
- 4.6. Long pants and a shirt are to be worn. No shorts, tank tops, or any inappropriate articles of clothing can be worn. If someone is wearing anything that Huntley Park District finds inappropriate, they will ask the individual to remove/cover the article. If they cannot or refuse to do so, they will be removed from the site.
- 4.7. Substantial leather footwear will be worn, preferably full height work boots at all times. "Gym Shoe" style work shoes are not permitted.

- 4.8. Fall Protection Equipment must meet and be maintained in accordance with *OSHA 29 CFR, 1926, Subpart M*.
- 4.9. Hearing protection will be required in accordance with OSHA standards.
- 4.10. Each contractor is solely responsible to supply their employees with Personal Protective Equipment
- 4.11. High visibility vests or clothing shall be worn at all times when working in the vicinity of heavy machinery and vehicles.
- 4.12. When gloves are being worn, they shall be the appropriate style and protect from all hazards associated with the task at hand.

5. EXCAVATION WORK

- 5.1. All portions of work involving excavations, the excavating contractor must call JULIE and adhere to the requirements of *OSHA 29 CFR, 1926, Subpart P*.
- 5.2. Each contractor engaged in excavation work must have a person designated as the "Competent Person" (as defined by OSHA) to enforce compliance with the OSHA Standards for Excavations. The name of that person and their qualifications will be submitted to Huntley Park District before work begins.
- 5.3. No employee shall enter a trench unless it has been determined by the Competent Person to be properly excavated and protected against collapse by means of sloping or benching, shoring, sheeting, the use of a trench box, or by other appropriate system. Unless the soil has been classified by a soils engineer, it should be assumed the soil is of poor quality.
- 5.4. Each employee will have the responsibility to stop work and notify others if they perceive that a problem with the excavation or protection system exists or develops.
- 5.5. Excavations will be back-filled as soon as possible after the completion of work. If excavations cannot be back-filled, the open trench shall be plated, barricaded, fenced and/or flagged to protect workers, pedestrians, and traffic.
- 5.6. Large or complex excavations may require a "Pre-Dig" meeting as recommended by Huntley Park District.
- 5.7. Before loading material onto trucks and/or trailers with an overhead crane or bucket loader, the truck driver will engage the parking brake, exit the vehicle, and wait in a safe location until the material loading is complete. Only after the loading is complete will the truck driver return to the truck cab.

6. CONFINED SPACE ENTRY

- 6.1. All activities involving Confined Space Entry shall comply with all applicable OSHA standards.
- 6.2. Contractors are responsible to train their employees who are involved with confined space entry. No one may enter a confined space area until properly trained.
- 6.3. Prior to the start of such an entry, each subcontractor involved in the work shall develop a Confined Space Entry Procedure.
- 6.4. Contractors are required to identify all confined spaces on their project with a sign identifying the area as a confined space.
- 6.5. Contractors are responsible for providing and using all atmospheric testing devices as well as any ventilation devices required. No employees will be allowed to enter a confined space without a four gas (at minimum) detector.

7. EQUIPMENT REQUIREMENTS

- 7.1. All self-propelled construction equipment shall be maintained, equipped and operated in accordance with all OSHA and manufacturers' requirements. Material handling equipment (as defined by OSHA) shall be equipped with Roll-Over Protective Structures (ROPS) and seat belts.
- 7.2. Only authorized and trained personnel shall operate equipment.
- 7.3. Cell phone use is prohibited while operating a piece of equipment.
- 7.4. Equipment operators and truck drivers shall make a pre-shift safety inspection of their equipment. Any conditions that effect safe operation shall be corrected before use.
- 7.5. No personnel shall be transported or ride on equipment or vehicles that are not equipped with seats for passengers.

- 7.6. Any employee who is operating or using an aerial lift (scissor or boom) shall be properly trained in the operation, use, and emergency procedures involved with the lift. Documentation shall be made available to Huntley Park District upon request.
- 7.7. Employees shall be tied off correctly in articulating boom lifts.
- 7.8. Bi-directional earthmoving equipment and motor vehicles with an obstructed view to the rear shall be equipped with a functioning warning horn, and/or, an automatic back-up alarm.
- 7.9. Only trained and authorized personnel shall operate forklifts.
- 7.10. Forklifts shall be operated in accordance with the manufacturer's specifications and requirements.
- 7.11. Operators will wear seatbelts during forklift operations.

8. CONCRETE AND MASONRY

- 8.1. All concrete and masonry operations shall be performed in accordance with *OSHA 29 CFR, 1926, Subpart Q*.
- 8.2. Concrete subcontractors (or masonry subcontractor when applicable) are responsible for notifying Huntley Park District Project Team of any changes or modifications to anchor bolts and any issues related to concrete strength or performance.
- 8.3. ALL contractors must follow OSHA's Respirable Crystalline Silica Standard, Table 1, and submit an Exposure Control Plan to Huntley Park District prior to starting work.
- 8.4. Any slurry created by wet cutting hard surfaces must be immediately cleaned up and disposed of properly.

9. LADDERS AND STAIRWAYS

- 9.1. Job made ladders must meet ANSI standards.
- 9.2. No portable metal ladders are allowed.
- 9.3. Damaged ladders must be removed from service immediately.
- 9.4. All ladders are to be used correctly.
- 9.5. For work that requires an employee's feet to be 6'-0" or higher above a below surface while on a ladder, it is strongly recommended that one of the following options be utilized:
 - 9.5.1. A baker's scaffold or similar equipment be used with guardrails, if appropriate.
 - 9.5.2. The ladder be secured to an appropriate tie off point to prevent accidental displacement.
 - 9.5.3. Another employee secure the ladder until the work is completed.
- 9.6. A ladder or stairway is required at a point of access where there is a change in elevation greater than 19".
- 9.7. Extension ladders must extend 3' above the landing.
- 9.8. Each contractor shall provide ladder training for all employees using ladders.
- 9.9. Stairs and platforms must be used to provide access to office, equipment, and material storage trailers.
- 9.10. Stairways must be kept free of flammable materials, stored materials or debris.

10. SCAFFOLDS

- 10.1. All scaffolds shall be erected, used, and dismantled in accordance with *OSHA 29 CFR, 1926, Subpart L* and Local Codes.
- 10.2. Each contractor must have a person designated as the "Competent Person" (as defined by OSHA) to assure compliance with all requirements for scaffolding. The name of that person will be submitted to Huntley Park District on the Daily Report. No scaffold shall be erected, moved, dismantled, altered, or work performed from any scaffold except under the supervision of the competent person.
- 10.3. All scaffolds must be erected in accordance with manufacturer's specifications and requirements.

11. FALL PROTECTION

- 11.1. Unless superseded by a Site Specific Plan, subcontractors will comply with the fall protection requirements as outlined in by *OSHA 29 CFR, 1926, Subpart M*.

- 11.2. All guardrails should be installed in accordance with *OSHA 29 CFR, 1926.502*. If a subcontractor needs to take down a perimeter cable or guardrail, the subcontractor is required to notify the Huntley Park District Project Manager.
- 11.3. Floor openings 2" or more, must be covered, marked to identify a hole, and secured. Covers are to withstand 2 times the intended load.
- 11.4. Personal fall protection equipment shall be inspected, in accordance with the manufacturer's specifications, daily, and prior to each use for signs of wear and damage.
- 11.5. Any damaged equipment or equipment subjected to a fall shall be taken out of service.
- 11.6. Contractor work that necessitates the use of either "Controlled Access Zones" or a "Fall Protection Plan" are required to submit those plans to Huntley Park District prior to beginning work.
- 11.7. When an individual is working 6'-0" or higher above an adjacent platform, landing, etc., one of the following must occur:
 - 11.7.1. A guardrail must be installed, or
 - 11.7.2. A safety net must be installed, or
 - 11.7.3. The worker must be properly tied off, or
 - 11.7.4. A "controlled access zone" must be established.

12. CRANES AND RIGGING

- 12.1. The contractor in charge of the crane shall ensure that the capacity, ground conditions, weather conditions, and all other conditions are acceptable, and if are not, shall notify Huntley Park District in writing their proposal to implement any corrections or modifications necessary.
- 12.2. Cranes must have a current annual inspection. If the inspection certificate expires while the crane is on site, it must be re-inspected. Documentation of the inspections shall be submitted to the Huntley Park District Project Team upon request.
- 12.3. As required by the Huntley Park District Safety Manager, a "Lift Permit" must be filled out and submitted to the Huntley Park District project manager every day a crane is in use. Any deviations from what is on the permit and what occurs on lift day may result in a stoppage of work at no expense to Huntley Park District. A "Critical Lift" form may be filled out depending on the lift size, complexity, etc, which will be determined by the "Lift Permit".
- 12.4. Contractors may be required to participate in "Pre-Lift" meetings at which time full cooperation is expected. The subcontractor must be prepared to discuss lifting procedures, crane selection and capacities, rigging, load weights and configuration and other pertinent items.
- 12.5. The swing radius of the crane must be barricaded or otherwise guarded by subcontractor using/operating crane.
- 12.6. Only one person is to signal the crane operator at a time (hand signals, radio, hard line, etc.).
- 12.7. Loads shall be tag-lined, unless the use of the tagline would pose a greater hazard.
- 12.8. Cell phone use is prohibited while operating a crane or by signal person.
- 12.9. When overhead utilities are present, sufficient clearance distances must be maintained in accordance with OSHA and ASME B 30.5.
- 12.10. Multiple lifts of structural members must be done in accordance with OSHA standards and coordinated with the Huntley Park District Project Team.
- 12.10. Rigging shall be inspected prior to use and as necessary throughout the course of the day.
- 12.11. If any rigging is found to be worn or damaged, it shall be removed from service immediately. Each subcontractor is responsible for complying with rigging requirements set forth by OSHA, ASME and rigging manufacturers'.
- 12.12. Rigging equipment should never be used beyond its rated capacity.
- 12.13. Stacked materials are to be kept neat and orderly. Materials shall be stacked in a manner to prevent tipping, falling, shifting or rolling.

13. STEEL ERECTION

- 13.1. All steel erection activities shall be in compliance with *OSHA 29 CFR, 1926, Subpart R*.

- 13.2. A written "site-specific erection safety plan" (to include fall protection) shall be submitted to Huntley Park District prior to the start of work. When special or unusual hazards will be encountered (i.e. work over existing structures, near utilities or water), the contractor will clearly address these issues in the "site specific erection safety plan".
- 13.3. Perimeter cabling shall be no less than a minimum of 3/8" IWRC-Galvanized, with a minimum of two wire rope clamps at each connection.
- 13.4. Welders shall use appropriate welding hoods, not tinted face shields, and other required PPE. Welders' certificates shall be submitted to Lamp Incorporated upon request.
- 13.5. If work is performed within or adjacent to occupied structures, the subcontractor will be required to make provisions for fire protection, and the safe removal of all welding fumes from the building. The methods shall be submitted to Lamp Incorporated prior to the start of the work.
- 13.6. NOTE: When working on Huntley Park District jobsites, the fall protection plan must correspond to one of scenarios in item 11.7 of this document, when not in a lift.

14. FIRE PROTECTION AND HOT WORK PROCEDURES

- 14.1. Daily, before any burning, welding, brazing, soldering or any other hot work is conducted, a "Hot Work Permit" must be obtained from Huntley Park District. Terms of the permit must be adhered to.
- 14.2. All welding and burning work shall be done in accordance with OSHA standards. The movement, storage, and use of cylinders shall be done in accordance with OSHA standards.
- 14.3. All personnel using gas welding or burning equipment will be fully trained in the use and maintenance of the equipment.
- 14.4. At minimum, a 10-pound dry chemical ABC fire extinguisher must be within 20 feet of any burning or welding operation. This fire extinguisher is provided by the subcontractor performing the work.
- 14.5. A Fire Watch must be present during, and for no less than 30 minutes after the completion of the work.
- 14.6. Compressed air or gas shall not be used by an individual to clean their clothing.
- 14.7. Flammable liquids shall be stored and dispensed in accordance with OSHA requirements.
- 14.8. All containers must be FM approved or UL listed. The container must have a self-closing lid and a wire mesh flame arrester. If the can is damaged, it is to be removed from site.
- 14.9. In accordance with the Hazard Communication Standard, containers will be clearly marked showing the contents, hazard level and any special use or handling requirements.
- 14.10. Flammable liquids will not be stored within enclosed structures such as buildings under construction, storage trailers; tool sheds, in stairways or building exits/entrances.
- 14.11. Observe all "NO OPEN FLAME" signs.
- 14.12. Fire extinguishers which are provided by Huntley Park District are available for general use. They are generally located at entrances, stair wells, and on each floor. If a fire extinguisher is used, return it immediately to the project trailer to replace it with a fresh one. Do not place material in front of, or block extinguishers from view.

15. ELECTRICAL SAFETY

- 15.1. Installation of Temporary electric and lighting must comply with *OSHA 29 CFR, 1926, Subpart K*.
- 15.2. Each contractor will inspect their power tools and extension cords prior to each use. Damaged equipment shall be removed from service.
 - 15.2.1. Any extension cords or power tool cords in which the ground plug has been removed, cannot be used and will be taken off site.
 - 15.2.2. Replacement ends cannot be used on extension cords or power tool cords unless there is proper documentation showing the cord and replacement end have passed a continuity test.
 - 15.2.3. NO cords with replacement ends may be used outside, or in any other spot that may expose the cord to possible adverse weather or water conditions.

- 15.3. Temporary electric must be protected by a GFCI until permanent power (ComEd power and the permanent panel) has been established. GFCI's must always be used for any exterior work.
- 15.4. GFCI breakers and outlets will be tested periodically by the electrical contractor and a record of the tests kept. The electrical contractor will maintain the record of the tests and provide to Huntley Park District upon request.
- 15.5. Open conductors will be protected in conduit or equivalent when within 8 feet of a walking surface.
- 15.6. Wire for lighting within stairwells will be protected by conduit or wiring design. Unprotected open conductors are not permitted. Temporary lighting will be provided in accordance with OSHA and contract requirements. Any additional lighting (task lighting) required will be provided by each contractor.
- 15.7. On a permanent outlet, a cover plate must be attached in order for the outlet to be utilized. Plugging into an outlet that does not have a cover plate is not permitted.
- 15.8. All live circuit panels must have an OSHA compliant panel cover on them (cardboard is not compliant). Never leave an unattended live panel open.

Work performed in proximity to overhead utilities

- 15.10. Prior to the start of, and during the course of any work in proximity to overhead utilities, the contractor shall make a thorough survey of the entire work site to determine the type and location of all utilities on the work site. The subcontractor must verify this information with Lamp Incorporated by notifying the Project superintendent and shall coordinate construction work in the vicinity of these utilities with the appropriate utility owner.
- 15.11. The contractor will be required to investigate any and all contingencies where contacting a utility could adversely affect any operation or render inoperative any protective apparatus in the surrounding area and submit a written procedure to Huntley Park District for protection or rerouting of critical systems.
- 15.12. The contractor shall make employees aware of any precautions and procedures to be followed while working in the proximity of any utility.

Working on equipment (Lockout / Tagout)

- 15.13. Each contractor whose work involves working on live equipment shall submit a plan in accordance with NFPA 70 E or a Lock-out/Tag-out program to Huntley Park District upon request.
- 15.14. Whenever work is to be done on a piece of equipment, including building equipment and or contractors' equipment, OSHA's Controlled Hazardous Energy standard must be followed.

16. HAZARDOUS COMMUNICATION

- 16.1. Each contractor and tier subcontractor shall submit a copy of their Hazard Communication Program and Safety Data Sheets (applicable to the site) to the Project Team. Each subcontractor shall notify their employees of the location of the Hazard Communication Program and SDS. Huntley Park District shall be notified when Hazardous Materials will be used and what protective methods will be used to protect those employees directly involved and those employees who may become exposed. The competent person for the subcontractor involved will be responsible for monitoring use and compliance by its employees with the protective methods devised.
- 16.2. All acceptable maximum exposure limits for all hazardous substances will be determined by either OSHA, NIOSH, or ACGIH, which ever limit is the lowest. If a subcontractor expects a worker to be exposed to dangerous levels, it is their responsibility to protect their employees, as well as notify all other trades on site to the potential hazards.
- 16.3. All activities having to do with toxic and hazardous substances shall be in compliance with *OSHA 29 CFR, 1926, Subpart Z*.

Asbestos

- 16.4. If any material scheduled to be disturbed or removed is believed to be an asbestos containing material (ACM), work will cease and Huntley Park District is to be notified immediately. The ACM in question is to remain in place until it is removed by certified individuals or until it is deemed safe for removal.
- 16.5. Any amount of asbestos is considered dangerous and will be treated as such per line item 16.2

Lead and Other Airborne Metals

- 16.6. All activities having to do with lead containing substances shall be in compliance with *OSHA 29 CFR, 1926, Subpart D, Section 62*.
- 16.9. Existing metals known to be painted, primed, or coated, and are scheduled to be cut, burned, welded to, or any other process that may introduce airborne metals are to be tested prior to any of the previously mentioned acts. If any hazardous substances are found to be present, the proper procedures are to take place to ensure remediation follows all OSHA and Local Requirements.

17. POWER AND HAND TOOLS

- 17.1. All tools are to be used for their intended purpose.
- 17.2. Use and care of the tool shall not deviate from the instruction manual.

Tool Inspections

- 17.3. All power and hand tools must be inspected prior to every use. The inspections should include:

Power Tools

- 17.3.1. No visible damage to the power cord.
- 17.3.2. If the tool came with a ground plug, it is still attached.
- 17.3.3. No modifications have been made from the manufacturer's design.
- 17.3.4. For tools with a pressure sensitive switch, the moving part stops immediately after the switch is released.
- 17.3.5. If it is a battery powered tool, the battery casing must not be cracked.
- 17.3.6. All protective guards are in place and functioning properly.
- 17.3.7. For all saws (circular and reciprocating), the blades are in good condition, they are rated for the correct RPMs, and they are the correct size for the tool.
- 17.3.8. All drill bits and attachments are in good condition and are the correct bit for the tool.

Hand Tools

- 17.3.9. There are no cracks or splinters throughout.
- 17.3.10. No modifications have been made from the manufacturer's design.
- 17.3.11. All blades and bits are in good condition.
- 17.4. Any tool that found to violate any of these items will be immediately removed from site.

Powder Actuated Tools

- 17.5. All manufacturer required PPE is to be worn by the employee when the tool is in use.
- 17.6. The employee utilizing the powder actuated tool (PAT) will be licensed in that specific make and model, and shall be able to produce the assigned license when requested.
- 17.7. The correct color shot is to be verified prior to use.
- 17.8. The PAT shall not be left unattended with the round still inserted in the tool.
- 17.9. Rounds that have shots left over will not be thrown in the trash. They will be submerged in water and disposed of properly offsite.
- 17.10. If the PAT does not fire a shot when the trigger is pulled, the employee shall wait at least 5 minutes or the manufacturer's recommendation (whichever is longer), and try to fire the tool a second time. If it does not fire after the second attempt, the employee shall wait another 5 minutes or the manufacturer's recommendation (whichever is longer), remove the round, and dispose of it per line item 17.9. Note: If the manufacturer's recommendation differs from the previously described steps, their procedure shall govern.

Huntley Park District Stingray Bay Steel Structure and Exterior Painting of 2 Water Slides Bid

General Scope of Work for all Trade Packages

General Requirements

1. Contractors are responsible for reviewing the entire set of Bidding Documents and are responsible for their Scope of Work regardless of the specification section or drawing in which their work is found. This includes, but is not limited to the following items found in the Project Manual:
 - a. Trade Package Specific Work Scope
 - b. Insurance and Bonding Requirements
 - c. Sample Contract
 - d. Safety Requirements
2. Each Contractor shall comply with the Contract Documents. If a discrepancy or conflict exists between language written in the AIA 201 General Conditions of the Contract and what is listed in a Scope or Work or other front-end document, the Project Documents will govern.
3. Each Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond each in the amount of the Contract as awarded. All Performance and Payment Bonds shall be in the form of AIA Document A312 and shall be in accordance with the requirements stated in the AIA 201 General Conditions and the Public Construction Bond Act.
4. Each Contractor is responsible for surveying/layout as it pertains to their scope of work.
5. Each Contractor will be responsible for keeping public roads free of mud and debris generated in completing their work.
6. Each Contractor shall include necessary wage increases in their proposal for their work. Include all necessary premium, overtime, and split-shift differential pay as required to complete the work in the time span as shown in the Project Schedule.
7. If a Trade Contractor is not maintaining the schedule, that Trade Contractor will increase their manpower, work overtime, or work additional shifts. If after 72 hours written notice, the Trade Contractor does not respond to these instructions, the Owner may, at their option, perform the work with their own forces, supplement the work force of the Trade Contractor with work forces from an outside independent trade contractor, or hire an independent trade contractor to complete the work. All costs associated with any of these actions will be deducted from the Trade Contractor's contract. Furthermore, Trade Contractors whose failure to perform results in delays to the overall project or to other Contractors will pay for any costs that are incurred either by the Owner or by other Contractors to make up the lost time to get the project back on schedule.
8. If work stoppages occur on this project because of a particular Trade Contractor, that Trade Contractor will be expected to perform their work after hours, starting at 3:30 pm and on weekends in order to avoid any threatened work stoppages. This after-hour and weekend work will be performed at no additional expense to the Owner. The Project Schedule must still be maintained, and additional on-site personnel may be required for this after-hour and weekend work. In addition, any extra costs incurred by the Owner for overtime supervision or excess consultant fees will be paid by the Trade Contractor.
9. The Owner will not accept Claims for Delay. Should the project schedule be delayed due to strikes, weather, Acts of God, unforeseen conditions, material delivery delays, delays by other

Trade Contractors, or their Subcontractors or Suppliers, or any other act that is beyond the control of the Owner, the only recourse to the Trade Contractor will be an extension of the Contract Time.

10. Each Contractor is responsible for calling for their own inspections as required by the specifications, local requirements, work scope, etc. Report Inspections to the Owner and provide reports of said inspection(s). Take corrective actions as required to comply with the inspection at no additional cost to the Owner.
11. When providing additional work for Change Orders, all additional work tickets must be signed by the Owner's Project Manager within 72 hours of work performed and must be verifiable. Work tickets which do NOT get signed will NOT be paid since they cannot be verified. To be paid, all work tickets must be submitted for payment within 30 calendar days of Owner's signature.
12. Each Contractor is responsible for contacting J.U.L.I.E. and notifying the Owner of ALL upcoming ground penetrations prior to making any ground penetrations (including but not limited to Excavation, Boring, Directional Boring, Coring, Sawcutting, Trenching, Grading, Stripping Topsoil, Pounding Stakes, etc.). whether inside the existing building, or outside so that a private utility locator company may be contacted ahead of time. This Contractor must provide a complete layout of their work in white marking paint prior to the locator arriving onsite. Failure to do so will result in this Contractor being charged for any damages done to existing systems, any repairs required, and any costs resulting from the time delay this creates.
13. Each Contractor shall work with the Owner's Testing Service in all material and quality control testing as called for in the Contract Documents as it relates to their Scope of Work.
14. Provide all submittals that apply to your scope of the work within thirty (30) calendar days of the Contract Date, Letter of Intent (if one is issued prior to the contract), or an agreed upon date that is established in the scope review meeting and noted on Scope Review Form. If Owner does not receive the required submittals within the thirty (30) calendar days, the Contractor will be subject to a \$100.00 per day fine. Submittals that are not complete, rejected or require multiple reviews may be subject to additional costs to this Contractor. Pay Requests will not be approved until all required submittals have been received by Owner.
15. Each Contractor is to provide all required warranties and warranty letters, as-built drawings, attic stock, training, and O&M manuals per the Contract Documents within thirty (30) calendar days of the substantial completion date. If the required close out documents are not received within the thirty (30) calendar days from the date of substantial completion the Trade Contractor will be subject to a \$100.00 fine per day for each close out document that is not received. This fine would result in a deductive change order that would be issued to the Trade Contractor. **In addition to providing hard copies of all draft closeout documents, all FINAL closeout documents will be required to be submitted in PDF format.** Retainage will be held until these and all other post construction requirements have been satisfied.
16. All Contractors are required to provide at minimum, a TWO-YEAR warranty on all material, labor, and equipment from the date of substantial completion as designated by the Construction Manager and Architect. If a longer warranty is required in the Contract Documents, the longer warranty will prevail.
17. Maintain the same Project Manager throughout this job.
18. When stated in Trade Package Specific Work Scopes, the term "Provide" shall mean that items referred to shall be furnished and installed, complete for readiness for regular operation, by that Contractor. The term "Furnish" shall mean that the items referred to shall be furnished, only, by that Contractor. The term "Install" shall mean that the item referred to shall be installed, only, by that Contractor. When a Trade Package Specific Work Scope Item lists a specific detail from the

drawings, the intent is for a reference only and not necessarily to be all inclusive of the item or the only location of the item on the project.

19. Should discrepancies exist between what is written in your Scope of Work, and what is indicated on the Drawings or Specifications as far as which Contractor is to perform a certain task, the Scope of Work shall govern.
20. When duplicate tasks appear in multiple Scopes of Work, it shall be brought to the Construction Manager's attention so that this can be changed via Addendum. If this does not occur, BOTH Trade Contractors must include this duplicate scope item in their bid, and a deductive change order will be taken after contract award, as determined by the Construction Manager and Project Owner.
21. If any discrepancies between different Drawing Sheets or Specifications are not resolved prior to bid submission, the higher quantity and quality product shall be included.
22. Should a Contractor choose a product (material, equipment, etc.) that differs from the Basis-of-Design, it is that Contractor's responsibility to incur all costs associated with any incidental changes to the design (wall or opening dimensions, electrical requirements, rough-in requirements, etc.).
23. Each Contractor must complete a Daily Report, failure to complete a full daily report may result in a \$100.00 back charge per day. Indicate the following:
 - a. Number of employee and hours worked.
 - b. Description of performed work.
 - c. Names of any vendors, agents, suppliers, or deliveries made that day.
24. Each Contractor's Foreman/Superintendent is responsible for taking daily Quality Control pictures and submit to the Owner. This includes, but is not limited to any work that will be concealed or buried, (example: underground or below slab conduits and piping, through wall flashing, waterproofing systems, etc.) These will need to be documented prior to concealing.
25. Each Contractor is required to fill out the Labor Rate Sheet provided with the Bid Form, changes to the format on this form will be rejected, and a contract will not be issued until this form is submitted correctly. Vehicle/Equipment/Material costs are NOT to be included in the labor rate costs; these costs are to be added separately on each Change Order as they apply and are not to exceed the allowable rate(s) put forth by IDOT. Overhead and Profit are NOT to be included in the Labor Rate amount; these too shall be added to each Change Order in the amount allowed by the front-end documents. (NOTE: this is not allowed on items being applied against allowance amounts).
26. All Contractors will be accountable for payment of all OSHA fines/penalties against their work for failing to comply with all requirements. Contractors will also reimburse the Owner for all OSHA fines/penalties charged to the Owner due to a Contractor's negligence.
27. All Contractors shall begin their closeout document submission when their work-in-place reaches 80% of the total contract value. Submission of closeout documents shall be done prior to submitting a monthly bill indicating work-in-place equal to or greater than 90% of the total contract value and such payments will not be processed until these documents have been submitted. Complete submission of closeout documents will be required, except for warranties; these will be required after substantial completion.
28. Each Contractor will be responsible for their own document reproduction costs. Electronic documents will be provided by the Owner.

29. Each Contractor shall provide all demonstration and training on systems and equipment provided in their Scope of Work, and as required by the Contract Documents. All demonstration and training must be video recorded.
30. Each Contractor, and its subcontractors shall register with the local municipality, if required, and include all related fees in their bid.
31. The Contractor shall employ a competent superintendent/foreman who shall be in attendance at the project site during performance of this Contractor's work and shall supervise the work. The superintendent/foreman shall represent the Contractor, and communications given to the superintendent/foreman shall be as binding as if given to the Contractor. Communications shall be confirmed on written request. Failure of the Contractor to supervise the job properly as determined by the Owner shall be deemed a default under the Contract Documents, supervision of this Contractor's work will be performed by the Owner and costs will be backcharged to this Contractor.

Project Requirements

1. Use of the Owner's facilities will not be permitted. Temporary sanitary facilities will be located near the work area.
2. All Contractors will be required to eat lunch or other meals/snacks in the designated eating areas only.
3. Each Contractor will be responsible for providing their own drinking water.
4. Each Contractor will be responsible for providing their own lifts, scaffolding, cranes, hoisting, etc. as required to complete their work.
5. All Contractors are responsible for keeping their work areas clean and organized. If the Contractor does not keep their work area clean and organized, after a 24-hour notice has been issued, the Owner will arrange to clean the area at the Trade Contractor's expense.
6. Alcohol, tobacco use, smoking, vaping, profanity, firearms are strictly prohibited on this project.
7. All construction personnel are required to adhere to the project working hours as noted: work may not begin before 7:00 AM, delivery trucks may not idle outside the project prior to 7:00 AM, and equipment may not be turned on before 7:00 AM. All work is to end by 5:00 PM. Workdays are Monday through Friday. These times are in effect unless otherwise specified by the Construction Manager.

Environmental Requirements

1. Each Contractor shall verify all equipment is in proper working order, all hazardous spills are immediately cleaned up, and all erosion prevention materials are in place.
2. Each Contractor shall maintain on site a hazardous material clean up kit if they are using hazardous materials, e.g., gasoline, oil, grease, etc.
3. All material stored outside shall be covered and tied down to prevent moisture damage and fly-away materials.
4. Do not bring any humidity or temperature sensitive materials onsite until it has been confirmed with the Owner that the building atmosphere will be at satisfactory levels for your materials at that time. Once on site, these materials must be stored properly to ensure their protection from humidity, temperature, moisture, etc.

Payment Requirements

1. Pencil copies of applications for payment are due to the Owner on a date to be determined. A payment schedule detailing the application requirement deadlines will be sent out to all Trade Contractors prior to the first payment application. All dates per the schedule must be met for your application to be processed and funded for that draw period. Each monthly payment package must include a receipt for filing the Certified Payroll, per State of Illinois requirements, waivers of lien, and the approved application for payment. If there were no field labor hours for the request month, that information should be noted on page 2 of form WH-347; page 1 should be fully completed.

General Payment Requirements

1. The Prevailing Wage Act requires that all laborers, workers, and mechanics employed by or on the behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. 820ILCS 130/3

The Illinois Department of Labor publishes the current prevailing wage rate. See <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html> The rate is revised regularly, and such revisions take effect immediately.

2. All contractors and subcontractors must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public work project. (820 ILCS 130/5(a) (1).

These records must include each worker's name, address, telephone number (if available), identifying number, classifications(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each workday. Each contractor and subcontractor are required to make these records available for inspection by the public body's agent(s) or Illinois Department of Labor officials at a reasonable time and place upon seven business days' notice. 820 ILCS 130/5(a) (1), (b).

3. A Contractor or subcontractor participating in a public works project must also submit a receipt for filing the Certified Payroll to the public body every month or with every application for payment.

Huntley Park District Stingray Bay Steel Structure and Exterior Painting of 2 Water Slides Bid

Trade Package 09G-1 – Painting

All work listed below will be performed according to the Contract Documents dated January 8, 2024, issued by Huntley Park District.

Scope of Work

1. **Provide an allowance for general use at the discretion of the Owner, without limits, in the amount of \$10,000.00. Allowances are to be included in the Trade Contractor's base bid as a line item with Overhead and Profit applied; therefore, invoices for overhead and profit on allowances is not permitted.**
2. **Review the General Scope of Work for all Trade Packages in the Construction Manager's Manual.**
3. This Contractor is responsible for their own clean up and depositing all waste material generated by their work into proper recycling and waste dumpsters supplied by this Contractor.
4. Prepare existing surface and water slides by removing existing finishes using methods recommended by the specified paint manufacturer.
5. Repair all concrete cracks and broken concrete, smooth surface to match the existing surfaces.
6. Pressure wash, grind, sand, prep steel structure to remove old failing paint.
7. Sand painted steel surface to create a profile for new paint to bond to old surface.
8. Apply industrial strength enamel coating.
9. Clean any existing exposed structure and other items that will remain that are scheduled to receive paint.
10. Prepare all surfaces required to receive paint. This includes but is not limited to sanding and patching of fastener holes.
11. Apply the total number of coats of paint as specified. A 'heavy' second coat of paint will not be considered as equal to three coats of paint.
12. Supply the Owner the appropriate amount of touch-up and stock paint that was used on the project. All excess paint, thinners, solvents, cleaners, etc. shall be disposed of properly. If spray painting the surfaces, all workers in the immediate area shall wear the proper safety gear and clothing. Coordinate the paint schedule with the Construction Manager and other Trade Contractors to avoid "fuming out" other Contractors in the area.
13. Provide proper protection of all pre-finished materials and areas that do not require finishing.
14. Painting contractor shall supply two-year warranty on all work.
15. The Owner intends to award this Work to the lowest, responsible, and responsive bidder at their February 28, 2024 board meeting. Weather depending, pool steel structures and exterior painting of (2) water slide structures Work should be completed by May 5, 2024.

**Huntley Park District Stingray Bay
Steel Structure and Exterior Painting of
2 Water Slides Bid**

Bid Form

Trade Package – 09G-1 – Painting

FROM: _____

TO: Huntley Park District
Attn: Mr. Wesley Peete, MPA, CPRP
12015 Mill Street
Huntley, IL 60142

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and all the Contract Documents included in the Specifications, and the Drawings as scheduled on the Title Sheet all dated January 8, 2024, and Addenda No. _____, _____, _____, _____, all as prepared by and on file in the office of the Owner, Huntley Park District, 12015 Mill Street, Huntley, IL 60142, hereby propose to perform everything required and to provide all labor, materials, tools, insurance, expendable equipment, and transportation, all as necessary to complete the **Trade Package – 09G-1 – Painting** work for the Stingray Bay pool steel structures and exterior painting of (2) water slide structures – Bid Release 1, 12015 Mill Street, Huntley, IL 60142, and doing all work shown on the Drawings and described in the Project Manual under one Trade Contract for the lump sum of:

<u>BASE BID BREAKDOWN</u>	
09G-1 – Painting Total:	\$ _____ (A)
Allowance:	+ \$ <u>10,000.00</u> (B)
BASE BID: _____	
_____	\$ _____ (C)

ALLOWANCES:

This Trade Contractor is to include in their base bid an allowance of **\$10,000.00 for unforeseen conditions**, to be used at the discretion of the Owner. This amount has already been filled in, see the breakdown box above, and is to be included as part of the Base Bid (line “C”).

Allowances are to be included in the Trade Contractor’s base bid as a line item with Overhead and Profit applied; therefore, invoices for overhead and profit on allowances is not permitted.

PROJECT DURATION:

Owner will approve the lowest, responsible, and responsive Contractor’s Bid at their February 28, 2024, board meeting. The Owner’s deadline for completion of this project is May 5, 2024.

Please indicate the number of weeks to complete this project. Contractors will be expected to man the project appropriately to complete the project in the number of weeks indicated:

PROJECT TO BE COMPLETED IN WEEKS.

BONDING CERTIFICATION:

The undersigned agrees and hereby certifies that his/her/their Company is 100 percent bondable for performance as well as material and labor payment bonds for said project.

FEES FOR CONTRACT CHANGES:

The undersigned agrees that on all changes to the construction involving costs, either extra items or credit items, the percentages as described in Section 7.5.1 of the General Conditions will be added or deducted for the actual cost of the work for our/my overhead and profit.

CONSTRUCTION TIME:

If awarded a Contract, the undersigned agrees to begin shop drawings, order materials, perform construction, and complete the work as shown on the Construction Manager’s schedule for this project.

In signing this Agreement, the Contractor further agrees to make every effort, including working overtime, weekends, and/or evenings, and to pay for expediting material and equipment, to meet the schedule.

Also, in signing this Agreement, the Contractor also agrees to pay for additional costs incurred by other Trade Contractors if they are required to accelerate their schedule due to this Contractor not maintaining their portion of the project schedule.

BID DEPOSIT:

Bid Security in the sum of _____ Dollars (\$_____), in the form of _____, is submitted herewith in accordance with the Instruction to Bidders.

The undersigned further agrees that the Bid deposit is the measure of liquidated damages which the Owner will sustain and that the proceeds thereof shall become the property of the Owner if for any reason the undersigned:

1. Withdraws his Bid or Proposal any time within 60 days after the opening of the Bids and prior to the time a formal written agreement has been signed and delivered to the Owner.
2. Upon written notification of the award of Contract to him, he fails to properly sign and deliver to the Owner the written Agreement formally evidencing the Contract within 10 days after written Agreement has been mailed to the undersigned for such execution.
3. Fails to furnish Payment and Completion Bonds, as required by the Contract Documents, to the Owner within 10 days after signing said written Agreement.

The undersigned agrees that withdrawal of this Bid or failure to sign the Agreement or furnish satisfactory Payment and Completion Bonds within the times hereinabove set forth shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this Bid.

RIGHT TO REJECT BIDS AND SIGNING CONTRACT:

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this Bid is withdrawn by written notifications, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within 10 days after the contract is presented to him for signature.

The undersigned further agrees that the Owner shall have the right to retain the Bid deposit for a period of 60 days from the date of opening of this Bid if the undersigned is one of the three lowest Bidders, and he does guarantee the amount set down hereinbefore to be firm for the same 60 days. If the undersigned is not one of the three lowest Bidders, the Bid deposit may be retained for a period of five days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the Owner, said Bid deposit shall be returned to the undersigned unless said Bid deposit has become the property of the Owner as liquidated damages for one of the reasons stipulated above.

IN WITNESS WHEREOF the undersigned Bidder has caused his/her//their/its signature and seal to be affixed hereto by its duly authorized officers this ____ day of _____, 2024.

Firm Name _____

By _____
(Signature – Must be an officer of the Company)

Name & Title _____
(Printed or Typed Name & Title)

Office Phone No. _____ Cell Phone No. _____

E-Mail _____

Official Address _____

Attest: _____
Secretary

Note: If a Bidder is a corporation, the corporate seal must be affixed.

Representative for Scope Review Meeting **(For use immediately after the bid opening)**

Name _____ Cell Phone No. _____

E-Mail _____

PUBLIC BIDDING CERTIFICATES

The following are owner's certification requirements which must be signed and submitted by all persons submitting a bid for this project. Any bid submitted without this attachment properly signed by the bidder may be rejected as non-responsive. These certifications of the successful bidder will be incorporated into and made a part of the contract for the project.

The undersigned, _____, hereby certifies, affirms and agrees as part of its bid for the _____ work for Huntley Park District, Huntley, Illinois for the Stingray Bay Pool steel structures and exterior painting of (2) water slide structures, as follows:

1. CERTIFICATE OF BIDDER ELIGIBILITY

Contractor is not barred from bidding on public contracts due to bid rigging of bid rotation as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4 as required by 720 ILCS 5/33E-11.

2. CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

If Contractor has 25 or more employees, Contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

3. CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY AND PREVENTION TRAINING

Contractor certifies, pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation. Contractor also certifies pursuant to Public Act 101-0221 that their employees have received sexual harassment prevention training as of December 31, 2020, will train new employees on sexual harassment prevention, will provide yearly training on sexual harassment prevention, and will provide signed employee training certificates for each individual assigned to this Project.

4. CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Contractor certifies, pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the *Illinois Human Rights Act*.

5. CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

Contractor 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 Contractor 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.

6. PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with the Huntley Park District, we will comply fully with the "Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.)" We further understand that current prevailing wage standards are included in the Project Manual." Contractor certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of. Illinois Prevailing Wage Act.

7. 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."

Contractor 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 _____, 2024

NOTARY PUBLIC

LABOR RATE SHEET

Stingray Bay Pool Steel Structures and Painting of (2) Water Slide Structures – Huntley Park District – Bid Release 1

***If Prime Trade Contactor has more than one classification of Labor, submit a rate sheet of each one.**

*Labor Rates shall reflect wages from June 1, 2023 until May 31, 2024. All pay increases during the project will be applied accordingly.

Project Name: _____ Date From: _____
 Company: _____ Date To: _____
 Union Local No.: _____
 Labor Classification: _____
 Situation when Time and 1/2 Occurs: _____
 Situation when Double Time Occurs: _____

	REGULAR	TIME AND 1/2	DOUBLE TIME
Base Rate per published union rates			
Union Benefits per published union rates			
FICA @ % of Base <u>7.65</u> %			
Sub-Total			
		OTHER COST	
Adjusted Workmen's Comp.		(Base Rate x Work Comp Rate/100)	
Federal & State Unemployment Insurance		\$0.75	(This amount cannot be changed)
Sub-Total			
Total Rate/Hour			

Workmen's Comp. Code: _____
 Workmen's Comp. Premium Rate: _____
 Experience Modification Rate (EMR): _____

**Overhead and profit rates will be applied as described in the Contract Documents.
 Huntley Park District Stingray Bay Pool Steel Structures and Painting of 2 Water Slide Structures Bid – Bid Form
 Page 7 of 10

BID DAY LABEL

Stingray Bay Pool Steel Structures and Painting of (2) Water Slide Structures – Huntley Park District – Bid Release 1

Cut out this box and tape to your envelope for your mailing label:

Sealed bid – DO NOT OPEN!!

Attn: Mr. Wesley Peete, MPA, CPRP
Huntley Park District
12015 Mill Street
Huntley, IL 60142

Cut out this box and tape it to the lower left-hand corner of your bid envelope.

Stingray Bay Pool steel structures and exterior painting of (2) water slide structures – Huntley
Park District – Bid Release 1

Trade Package: 09G-1 Painting

This Bid is being submitted by:

(Name of Contractor Submitting Bid)

A complete bid includes all of the following: please check each box to indicate that you have included these items. **FAILURE TO INCLUDE ANY OF THESE ITEMS MAY RESULT IN THE REJECTION OF YOUR BID!**

- Bid Form – Original and 1 copy (all addenda acknowledged?)
 - Bid Bond – Original and 1 copy (or 1 copy of Certified Check)
 - *Public Bidding Certificates – Original and 1 copy
 - *Conflict of Interest Forms – Original and 1 copy
 - *Labor Rate Sheet for each Labor Classification – Original and 1 copy
(rate sheet attachments will not be accepted, MUST be on Labor Rate Sheet provided)
- *Included in the bid form

AGREEMENT FORMS

The “Standard Form of Agreement Between Owner and Contractor”, AIA Document A101-2019 edition, as published by the American Institute of Architects, including revisions adopted prior to the date of Specifications, is hereby made a part of these Specifications with the same force and effect as though set forth in full. A copy of this form is available for inspection at the office of the Owner.

END OF SECTION

GENERAL CONDITIONS

The “General Conditions of the Contract for Construction”, AIA Document A 201-2017 edition, as published by the American Institute of Architects, including revisions adopted prior to the date of Specifications, is hereby made a part of these Specifications with the same force and effect as though set forth in full. A copy of this form is available for inspection at the office of the Owner.

PAY REQUEST FORM

Applications for payment shall be made on AIA form G702 / G703. Company invoices will not be accepted, and lump sum dollar amounts on the standard forms will also not be accepted. The Trade Contractors pay request shall be broken down on AIA form G703 to show major portions of the work and locations. Prior to the first request for payment, the Trade Contractor shall submit a schedule of values for review by the Owner.

Partial and Final Waivers shall be submitted and Chicago Title Waiver Forms or approved equals.

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:

1. Project Information
2. Work covered by the Contract Documents
3. Work under other contracts
4. Use of premises
5. Owner's occupancy requirements
6. Work Restrictions

- B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities" for limitations and procedures governing temporary use of the Owner's Facilities"
2. "General Work Scopes for All Trade Contractors" found in the Construction Manager's Manual, for project specific instructions applying to multiple Trade Contractors.

1.03 PROJECT INFORMATION

- A. Project Identification:

1. Project Name: Stingray Bay Pool steel structures and exterior painting of (2) water slide structures
Huntley Park District
Bid Release 1
2. Project Location: 12015 Mill Street
Huntley, IL 60142

- B. Owner: Huntley Park District
12015 Mill Street
Huntley, IL 60142

1. Preconstruction Contact: Wesley Peete at wpeete@huntleyparks.org
2. Obtaining bid documents, insurance, bonding, and procedural questions contact Wesley Peete at wpeete@huntleyparks.org

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. The Work includes pool steel structures.
 - 2. The repainting of the water slide structure will be handled as an alternate.
- B. Type of Contract
 - 1. Project will be construction under one contract to be held by the Owner.

1.05 WORK UNDER OTHER CONTRACTS

- A. General: The Owner may award separate contracts for additional work to be performed at the site during construction. Cooperate fully with separate contractors so that work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the work of this Contract with work performed under separate contracts.

1.06 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Trade Contractor shall have full use of the work area for construction operations, including use of the site. The Trade Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
- B. Confine operations at site to areas permitted by
 - 1. Permits.
 - 2. Contract Documents.
- C. Do not unreasonably encumber site with materials or equipment.
- D. Assume full responsibility for protection and safekeeping of materials, tools, equipment, and products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other Contractor.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Clean up work area at the close of each day.

1.07 PRE-ORDERED PRODUCTS

- A. General: The Owner may negotiate purchase orders with suppliers of material and equipment to be incorporated into the Work. These purchase orders are assigned to the Trade Contractor and costs for receiving, handling, storage, if required, and installation are included in the Contract sum.
- B. The Trade Contractor's responsibilities are the same as if he negotiated purchase orders, including responsibility to renegotiate purchase if necessary and to execute final purchase order agreements.

1.08 GENERAL PROVISIONS

- A. Give required notices.

- B. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear on performance of work.
- C. Promptly submit written notices to Owner of observed variance of Contract Documents from legal requirements.
- D. Maintain regular traffic flow around site and within building unless otherwise directed.
- E. Repair any damage to property which is to remain in use, or that belongs to any person, or persons, on or off the site, caused by construction.
- F. Perform all work in such a manner as to prevent fires. Remove debris promptly; do not burn materials on the site.
- G. Keep exits unobstructed and available for use at all times.
- H. Protect and maintain existing utility lines in such a manner as to prevent interruptions of service.
- I. Remove all materials from construction operations in such a manner as to avoid creating a nuisance. Legally dispose of all materials on a daily basis.
- J. Any penetrations through walls exposed to view shall be patched and caulked to a smooth surface ready to be painted or sealed by trade responsible for such penetrations.
- K. All Contractors shall inspect surfaces, structure and other work precedent to their work and upon which their work depends and verify that no defects or errors are present that could result in poor application in their work or cause latent defects in workmanship.
- L. Any defects or errors found in work precedent to another Contractor's operations shall be reported to the Owner, who shall see that such are corrected prior to commencement of work by the contractor affected.
- M. Commencement of any operation shall constitute acceptance of substrates or preceding work by the contractor performing same.
- N. Each Contractor shall adequately prepare substrates or preceding work prior to commencing their installation operations.
- O. All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, clean conditioned, and placed in operation as directed by the respective manufacturer, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specifications or requirements of applicable Building Codes.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable)

END OF SECTION 011000

SECTION 01 21 00 – ALLOWANCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
 - 1. Selected materials, equipment, and in some cases labor, are shown and/or specified in the Contract Documents by allowances. Unforeseen and unknown conditions are also specified in the Contract Documents. Allowances have been established in lieu of additional requirements, or to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order.
 - 2. Allowances as listed in the Contract Documents are for the purchase, delivery, installation, and all other necessary costs to perform the work as described in the allowance. Contractor's overhead and profit are **NOT** to be included in allowances. Overhead and profit for allowances should be included in the Contractor's overhead and profit for the entire project.
- B. Types of allowances required include the following:
 - 1. Lump sum allowances – typically listed in the Trade Contractor's Scope of Work and listed on the bid form as a separate cost to be added to the base bid.
 - 2. Unit-cost allowances – typically listed in the specifications and drawings – to be used to calculate base bid costs.
 - 3. Quantity allowances – typically listed in the specifications and drawings – to be used to calculate base bid costs.
- C. Procedures for submitting and handling Change Orders are included in Section 012600 "Contract Modification Procedures."

1.03 SELECTION AND PURCHASE

- A. At the earliest feasible date after Contract award, advise the Architect and the Construction Manager of the date when the final selection and purchase of each product or system described by an allowance must be completed in order to avoid delay in performance of the Work.
- B. When requested by the Architect or the Construction Manager, obtain proposals for each allowance for use in making final selections; include recommendations that are relevant to performance of the Work.
- C. Purchase products and systems as selected by the Architect from the designated supplier.

1.04 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets verified by the Construction Manger's on-site superintendent verifying hours worked to complete the allowance work.

1.05 UNUSED MATERIALS

- A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
- B. Where it is not economically feasible to return unused material for credit and when requested by the Owner, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, proper disposal of excess material is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 SUMMARY

- A. Upon selection and approval of the material to be purchased by the allowance, the Contractor shall purchase the material in an efficient manner as to not delay the project schedule.

3.02 INSPECTION

- A. Inspect products covered by an allowance promptly upon delivery for damage or defects

3.03 PREPARATION

- A. Coordination materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.04 SCHEDULE OF ALLOWANCES

- A. Refer to project manual – Lump sum allowances have been inserted into the work scopes to which they apply.
- B. Refer to project specifications and drawings – allowances have been included for materials, labor, and equipment.
- C. Refer to Addenda issued during bidding process, which may add, change, or delete allowances.

END OF SECTION 01 21 00

SECTION 01 23 00 – ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.

1.03 DEFINITION

- A. An Alternate is an amount proposed by Bidders and stated on the Proposal Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

1.04 COORDINATION

- A. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

1.05 NOTIFICATION

- A. Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

1.06 SCHEDULE

- A. A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
- B. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- C. Trade Contractors' responsibilities will be spelled out for each Alternate in their scope of work. If an alternate is not listed in the Trade Contractor's scope of work it is felt by the Construction Manager as not applicable to this particular Trade Package. If a Trade Contractor feels the Alternate does in fact affect their costs they should notify the Construction Manager immediately so that this can be addressed in their scope of work and on the bid form.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION 012300

SECTION 01 26 00 – MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.
- B. Contractor Labor Rate form submitted with their bid will be used for applying change in labor costs. This rate can only include the cost of Labor, exclusive of material, equipment, vehicle, profit, or other overhead costs – these values will be assessed to each change order separate of the labor rate, as they apply to each proposed change.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications (Change Orders).
 - 1. Multiple Prime Contracts: Provisions of this Section apply to the Work of each prime contractor.
 - 2. Related Sections: The following sections contain requirements that relate to this section.
 - 3. Division 1 Section “Allowances” for procedural requirements governing the handling processing of allowances.
 - 4. Division 1 Section “Application for Payment” for administrative procedures governing applications for payment.

1.03 MINOR CHANGES IN THE WORK

- A. Supplementary instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Owner.

1.04 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Owner with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by the Owner are for information only. Do not consider them an instruction either to stop work in progress or to execute the proposed change.
 - 2. Unless otherwise indicated in the proposal request, within 5 days of receipt of the proposal request, submit to the Owner’s review an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchase to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate the number of man-hours by trade and/or classification to complete the proposed request.
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- d. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time. Indicate changes to the project schedule including but not limited to changes in duration, changes to start and end dates, as well as impacts to other activities.
- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Trade Contractor may propose changes by submitting a request for a change to the Owner. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the contract amount or Trade Contractor's handling, labor, installation, overhead, and profit, within 10 days of receipt of the change order or construction change directive authorizing work to proceed. Claims submitted later than 10 days will be rejected.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products to be purchased (or eliminated) and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate the number of man-hours by trade and/or classification to complete the proposed request. Indicate changes to the project schedule including but not limited to changes in duration, changes to start and end dates, as well as impacts to other activities.
 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- C. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
- D. For all Change Order Requests as listed above, all requests must be itemized as listed above in order for their prompt and proper execution. Lump sum and non-detailed change requests will be returned immediately to the Trade Contractor for resubmission.

1.05 ALLOWANCES

- A. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include detailed installation costs in the purchase amount only where indicated as part of the allowance.
 2. Prepare explanations and documentation to substantiate the margins claimed.
 3. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowance.
 4. The Owner reserves the right to establish the actual quantity of work-in-place by an independent quantity survey, measure, or count.
 5. Overhead and markup will not be permitted on Allowance Adjustments.

- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the contract amount or Trade Contractor's handling, labor, installation, overhead, and profit, within 10 days of receipt of the change order or construction change directive authorizing work to proceed. Claims submitted later than 10 days will be rejected.
 - 1. The Change Order cost amount shall not include the Trade Contractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from the description of the allowance and other information in Contract Documents.
 - 2. No change to the Trade Contractor's indirect expense is permitted for selection of higher or lower priced materials of the same scope and nature as originally indicated.
 - 3. Contractor's overhead and profit should NOT be a part of the allowance amounts. The allowances as shown in the Contract Documents are for the cost of the work or material depending upon the allowance. Overhead and profit for allowances should be included in the overhead and profit for the project.

1.06 CONSTRUCTION CHANGE DIRECTIVE

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

1.07 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposed Change Order Request, the Owner will issue a Change Order for signatures of the Owner and Trade Contractor as provided in the Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012600

SECTION 01 29 00 – APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each trade Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Owner, Construction Schedule, List of Subcontracts, and Submittal Schedule.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.03 SCHEDULE OF VALUES

- A. Each trade Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractor's Construction Schedule. Correlate line items in the Schedule of Values with other required administrative schedules and forms including:
 - 1. Contractor's construction schedule.
 - 2. Application for Payment form.
 - 3. List of subcontractors.
 - 4. Schedule of allowances.
 - 5. Schedule of alternates.
 - 6. List of products.
 - 7. List of principal suppliers and fabricators.
 - 8. Schedule of submittals.
- B. Submit the Schedule of Values to the Owner at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- C. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
- D. Identification: Include the following Project identification on the Schedule of Values:
 - 1. Project name and location.
 - 2. Name of Construction Manager.
 - 3. Name of the Architect.
 - 4. Project number.
 - 5. Trade Contractor's name and address.
 - 6. Date of submittal.

- E. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
1. Generic name.
 2. Related Specification Section.
 3. Name of subcontractor.
 4. Name of manufacturer or fabricator.
 5. Name of supplier.
 6. Change orders (numbers) that have affected value.
 7. Dollar value.
 8. Percentage Contract sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- F. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- G. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- H. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- I. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such times will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
1. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
- J. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and Architect and paid for by the Owner.
1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G 702/CMA and Continuation Sheets G 703 as the form for Application for Payment.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Construction schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 executed copies of each Application for Payment to the Construction Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application in a manner acceptable to the Construction Manager and Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors or sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
- G. Waiver Delays: Submit each Application for Payment with the Trade Contractor's waiver of mechanics lien for the period of construction covered by the application.
1. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application that could lawfully be entitled to a lien.
- H. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- I. Certified Payroll: Certified Payroll Reports are to be submitted weekly using the US Department of Labor form or similar.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Schedule of principal products.
 5. Schedule of unit prices.
 6. Submittal Schedule (preliminary if not final).
 7. List of Trade Contractor's staff assignments.
 8. List of Trade Contractor's principal consultants.
 9. Copies of authorizations and licenses from governing authorities for performance of the work.
 10. Initial progress report.
 11. Certificates of insurance and insurance policies.
 12. Performance and payment bonds.

13. Data needed to acquire Owner's insurance.
 14. Initial settlement survey and damage report, if required.
- K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Warranties (guarantees) and maintenance agreements.
 2. Test/adjust/balance records.
 3. Maintenance instructions.
 4. Meter readings
 5. Start-up performance reports.
 6. Change-over information related to Owner's occupancy, use, operation and maintenance.
 7. Final cleaning.
 8. Application for reduction of retainage, and consent of surety.
 9. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- L. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to Construction Manager.
 6. Certified property survey.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish and similar elements.
 9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012900

SECTION 01 33 00 – SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for the performance of the Work, including:
 - 1. Shop Drawings.
 - 2. Product Data.
 - 3. Samples.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Division 01 Section 012900 "Application for Payment" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section 014000 "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 3. Division 01 Section 017000 "Closeout Procedures" for submitting warranties.
 - 4. Division 01 Section 017200 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 5. Division 01 Section 017300 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 6. Division 09 Sections for specific requirements for submittals in those Sections.
 - 7. Performance and payment bonds.
 - 8. Insurance certificates.
 - 9. List of Subcontractors.
- C. Inspection and test reports are included in Section 014000 "Quality Requirements".

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate with the Owner the preparation and processing of submittals with performance of construction activities.
 - 1. Transmit each submittal within thirty days of the letter of intent.
 - 2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 3. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Processing: Allow sufficient review time by the Owner so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
1. No extension of Contract Time will be authorized because of failure to transmit submittals to the Construction Manager sufficiently in advance of the Work to permit processing.
 2. Initial Review: Allow 20 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 3. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Resubmittal Review: Allow 20 days for review of each resubmittal.
- C. Submittal Preparation
1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 2. Provide a space approximately 4" X 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 3. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Owner
 - d. Name and address of Contractor.
 - e. Name and address of the Subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 4. Deviation: Encircle or otherwise specifically identify deviations from the Contract Documents on Submittals
 5. Additional Copies: Unless additional copies are required for final submittal, and unless Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Owner.
 6. Electronic Copies – submit one electronic copy in PDF format.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner using a transmittal form.

1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Provide ongoing input to the Owner in the preparation of a fully developed, horizontal bar-chart type construction schedule.
- B. Schedule Updating: Provide schedule information to the Owner as requested.

1.05 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48". Electronic drawings may be submitted in pdf format.
- D. Initial Submittal: Submit 8 copies for the Owner's review.
- E. Final Submittal: Submit 8 blue- or black-line prints to the Owner.
 - 1. One of the prints returned shall be marked-up and maintained as a "Record Document".
- F. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.06 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information.
- C. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- D. Submittals: Submit 8 copies of each required submittal; submit 8 copies where required for maintenance manuals. The Architect will return one marked with action taken and corrections or modifications required.

1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- E. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
1. Do not proceed with installation until a reviewed copy of Product Data applicable for project is in the installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.07 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 3. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units that show approximate limits of the variations.
 4. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
- B. Submittals: Submit 4 sets.

1.08 OWNER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Owner will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken.

1. No Exception Taken
 2. Reviewed as Noted
 3. Not Accepted
 4. Re-submittal Not Required
 5. Re-submittal Required.
- C. Do not permit submittals marked “Not Approved, Revise and Resubmit” to be used at the Project site, or elsewhere where Work is in progress.
- D. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked “Action Not Required”.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013300

SECTION 01 33 23 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit to the Owner Shop Drawings, Product Data and Samples required by specification sections.
- B. Prepare and submit, with construction schedule, a separate schedule listing dates for submission and dates reviewed Shop Drawings, Product Data and Samples will be needed for each product.
- C. Designate in construction schedule dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.

1.02 SHOP DRAWINGS

- A. Original drawings, prepared by each bid package Contractor or his Subcontractors, Suppliers or Distributors that illustrate some portion of the work.
- B. Prepared by a qualified detailer.
- C. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- D. Identify each Shop Drawing submittal with the specification section number relating to the proposed product.
- E. Sheet Size – minimum of 8 ½ x 11; maximum of 36 x 42. Electronic shop drawings may be submitted, but they must be in pdf format.

1.03 PRODUCT DATA

- A. Manufacturer standard schematic drawings:
 - 1. Modify drawings to delete information that is not applicable to project.
 - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.
 - 5. Submit a minimum of 8 copies for General Construction items and a minimum of 8 copies each for Mechanical, Electrical and Plumbing items.

1.04 SAMPLES

- A. Physical examples to illustrate materials and workmanship, and to establish standard by which completed work will be judged.
- B. Office Samples of sufficient size and quality to clearly illustrate:
 - 1. Functional characteristics of product or materials, with integrally related parts and attachment devices.
 - 2. Full range of color samples.

3. After review, samples may be used in construction of project.

1.05 RESPONSIBILITIES OF EACH BID PACKAGE CONTRACTOR

- A. Review shop drawings, product data and samples prior to submission.
- B. Verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
 5. Component quantity and size.
- C. Coordinate each submittal with requirements of work and of Contract Documents.
- D. Responsibility for errors and omissions in submittals is not relieved by Architect review of submittals.
- E. Responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Owner's review of Submittals, unless written acceptance of specific deviations has been given.
- F. Notify Owner in writing at time of submission, of deviations in Submittals from requirements of Contract Documents.
- G. Do not begin fabrication or work that requires submittals until return of submittals with Owner's stamp, indicating submittal is acceptable.
- H. After Owner's review, make response required by Owner's stamp and distribute copies. Indicate by transmittal that copy of reviewed data has been delivered to installer.
- I. Affix signed stamp of approval to each shop drawing and product data before submittal to the Architect. All shop drawings and product data submitted without the Contractor's stamp, review and signature will not be reviewed by the Owner.

1.06 SUBMISSION REQUIREMENTS

- A. Schedule submissions within 30 days of the letter of intent.
- B. Submit 8 copies of Shop Drawings and Product Data as specified hereinbefore under article 1.03. Submit 8 samples of each item, unless otherwise specified in specification section. Accompany submittals with transmittal letter, in duplicate, containing:
 1. Date.
 2. Project title.
 3. Contractor name and address.
 4. The number of each Shop Drawing, Product Data and Sample submitted.
 5. Notification of deviations from Contract Documents.
 6. Specification section number.
 7. Other pertinent data.
- C. Identification of product or material.
- D. Relation to adjacent structure or materials.
- E. Field dimensions, clearly identified as such.
- F. Specification section number.
- G. Applicable standards, such as ASTM number or Federal Specification.
- H. A blank space, 4 inches x 6 inches for the Owner stamp.
- I. Identification of deviations from Contract Documents.

- J. Contractor stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

1.07 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
 - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 - 2. Indicate on drawings any changes that have been made other than those requested by Owner.
- B. Product Data and Samples: Submit new data and samples as required for initial submittal.
- C. Distribution of submittals after review:
 - 1. Distribute copies of Shop Drawings and Product Data that carry Owner stamp to:
 - a. Contractor file.
 - b. Job site file.
 - c. Record documents file.
 - d. Subcontractors.
 - e. Supplier.
 - f. Fabricator.
 - 2. Distribute samples as directed.
- D. Owner's Compensation: The Owner will be reimbursed at his standard hourly billable rates for all time involved in reviewing proposed substitutions. The Trade Contractor's contract will be reduced by change order by the amount of the accrued costs.

1.08 OWNER DUTIES

- A. Review submittals with reasonable promptness.
- B. Review for:
 - 1. Design concept of product.
 - 2. Information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature certifying to review of submittal.
- E. Return submittals to the Construction Manager for distribution.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 33 23

SECTION 01 40 00 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section 012100 "Allowances" for testing and inspecting allowances, if any.
 - 2. Division 01 Section 014500 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.03 DEFINITIONS

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner.
- C. **Mockups:** Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. 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.
- J. Experienced: When used with an entity, "experienced" 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.

1.04 CONFLICTING REQUIREMENTS

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

1.05 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.

6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.06 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.

2. Notify Owner seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Owner's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.07 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner to the testing agency.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspect-ing, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.02 REPAIR AND PROTECTION

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

END OF SECTION 014000

**Huntley Park District Stingray Bay
Steel Structure and Exterior Painting of
2 Water Slides Bid**

Bid Form

Trade Package – 09G-1 – Painting

FROM: _____

TO: Huntley Park District
 Attn: Mr. Wesley Peete, MPA, CPRP
 12015 Mill Street
 Huntley, IL 60142

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and all the Contract Documents included in the Specifications, and the Drawings as scheduled on the Title Sheet all dated January 8, 2024, and Addenda No. _____, _____, _____, _____, all as prepared by and on file in the office of the Owner, Huntley Park District, 12015 Mill Street, Huntley, IL 60142, hereby propose to perform everything required and to provide all labor, materials, tools, insurance, expendable equipment, and transportation, all as necessary to complete the **Trade Package – 09G-1 – Painting** work for the Stingray Bay Pool Steel Structure and exterior painting of (2) water slide structures– Bid Release 1, 12015 Mill Street, Huntley, IL 60142, and doing all work shown on the Drawings and described in the Project Manual under one Trade Contract for the lump sum of:

<u>BASE BID BREAKDOWN</u>	
09G-1 – Painting Total:	\$ _____ (A)
Allowance:	+ \$ <u>10,000.00</u> (B)
BASE BID: _____	
_____	\$ _____ (C)



ALLOWANCES:

This Trade Contractor is to include in their base bid an allowance of **\$10,000.00 for unforeseen conditions**, to be used at the discretion of the Owner. This amount has already been filled in, see the breakdown box above, and is to be included as part of the Base Bid (line "C").

Allowances are to be included in the Trade Contractor's base bid as a line item with Overhead and Profit applied; therefore, invoices for overhead and profit on allowances is not permitted.

PROJECT DURATION:

Owner will approve the lowest, responsible, and responsive Contractor's Bid at their February 28, 2024, board meeting. The Owner's deadline for completion of this project is May 5, 2024.

Please indicate the number of weeks to complete this project. Contractors will be expected to man the project appropriately to complete the project in the number of weeks indicated:

PROJECT TO BE COMPLETED IN WEEKS.

BONDING CERTIFICATION:

The undersigned agrees and hereby certifies that his/her/their Company is 100 percent bondable for performance as well as material and labor payment bonds for said project.

FEES FOR CONTRACT CHANGES:

The undersigned agrees that on all changes to the construction involving costs, either extra items or credit items, the percentages as described in Section 7.5.1 of the General Conditions will be added or deducted for the actual cost of the work for our/my overhead and profit.

CONSTRUCTION TIME:

If awarded a Contract, the undersigned agrees to begin shop drawings, order materials, perform construction, and complete the work as shown on the Construction Manager's schedule for this project.

In signing this Agreement, the Contractor further agrees to make every effort, including working overtime, weekends, and/or evenings, and to pay for expediting material and equipment, to meet the schedule.

Also, in signing this Agreement, the Contractor also agrees to pay for additional costs incurred by other Trade Contractors if they are required to accelerate their schedule due to this Contractor not maintaining their portion of the project schedule.

BID DEPOSIT:

Bid Security in the sum of _____ Dollars (\$_____), in the form of _____, is submitted herewith in accordance with the Instruction to Bidders.

The undersigned further agrees that the Bid deposit is the measure of liquidated damages which the Owner will sustain and that the proceeds thereof shall become the property of the Owner if for any reason the undersigned:

1. Withdraws his Bid or Proposal any time within 60 days after the opening of the Bids and prior to the time a formal written agreement has been signed and delivered to the Owner.
2. Upon written notification of the award of Contract to him, he fails to properly sign and deliver to the Owner the written Agreement formally evidencing the Contract within 10 days after written Agreement has been mailed to the undersigned for such execution.
3. Fails to furnish Payment and Completion Bonds, as required by the Contract Documents, to the Owner within 10 days after signing said written Agreement.

The undersigned agrees that withdrawal of this Bid or failure to sign the Agreement or furnish satisfactory Payment and Completion Bonds within the times hereinabove set forth shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this Bid.

RIGHT TO REJECT BIDS AND SIGNING CONTRACT:

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this Bid is withdrawn by written notifications, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within 10 days after the contract is presented to him for signature.

The undersigned further agrees that the Owner shall have the right to retain the Bid deposit for a period of 60 days from the date of opening of this Bid if the undersigned is one of the three lowest Bidders, and he does guarantee the amount set down hereinbefore to be firm for the same 60 days. If the undersigned is not one of the three lowest Bidders, the Bid deposit may be retained for a period of five days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the Owner, said Bid deposit shall be returned to the undersigned unless said Bid deposit has become the property of the Owner as liquidated damages for one of the reasons stipulated above.

IN WITNESS WHEREOF the undersigned Bidder has caused his/her//their/its signature and seal to be affixed hereto by its duly authorized officers this ____ day of _____, 2024.

Firm Name _____

By _____
(Signature – Must be an officer of the Company)

Name & Title _____
(Printed or Typed Name & Title)

Office Phone No. _____ Cell Phone No. _____

E-Mail _____

Official Address _____

Attest: _____
Secretary

Note: If a Bidder is a corporation, the corporate seal must be affixed.

Representative for Scope Review Meeting **(For use immediately after the bid opening)**

Name _____ Cell Phone No. _____

E-Mail _____

PUBLIC BIDDING CERTIFICATES

The following are owner's certification requirements which must be signed and submitted by all persons submitting a bid for this project. Any bid submitted without this attachment properly signed by the bidder may be rejected as non-responsive. These certifications of the successful bidder will be incorporated into and made a part of the contract for the project.

The undersigned, _____, hereby certifies, affirms and agrees as part of its bid for the _____ work for Huntley Park District, Huntley, Illinois for the Stingray Bay Pool steel structures and exterior painting of (2) water slide structures, Huntley, Illinois, as follows:

1. CERTIFICATE OF BIDDER ELIGIBILITY

Contractor is not barred from bidding on public contracts due to bid rigging of bid rotation as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4 as required by 720 ILCS 5/33E-11.

2. CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

If Contractor has 25 or more employees, Contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

3. CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY AND PREVENTION TRAINING

Contractor certifies, pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation. Contractor also certifies pursuant to Public Act 101-0221 that their employees have received sexual harassment prevention training as of December 31, 2020, will train new employees on sexual harassment prevention, will provide yearly training on sexual harassment prevention, and will provide signed employee training certificates for each individual assigned to this Project.

4. CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Contractor certifies, pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the *Illinois Human Rights Act*.

5. CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

Contractor 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 Contractor 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.

6. PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with the Huntley Park District, we will comply fully with the Illinois Prevailing Wage Act 820 ILCS 130/1, et seq. We further understand that current prevailing wage standards are included in the Project Manual. Contractor certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of. Illinois Prevailing Wage Act 820 ILCS 130/1, et seq.

7. 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."

Contractor 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 _____, 2024

NOTARY PUBLIC







LABOR RATE SHEET

Stingray Bay Pool Steel Structure and painting of 2 Water Slide Structures – Huntley Park District – Bid Release 1

***If Prime Trade Contactor has more than one classification of Labor, submit a rate sheet of each one.**

*Labor Rates shall reflect wages from June 1, 2023 until May 31, 2024. All pay increases during the project will be applied accordingly.

Project Name: _____ Date From: _____
 Company: _____ Date To: _____
 Union Local No.: _____
 Labor Classification: _____
 Situation when Time and 1/2 Occurs: _____
 Situation when Double Time Occurs: _____

	REGULAR	TIME AND 1/2	DOUBLE TIME
Base Rate per published union rates			
Union Benefits per published union rates			
FICA @ % of Base <u>7.65</u> %			
Sub-Total			
			
	OTHER COST		
Adjusted Workmen's Comp.	_____		<small>(Base Rate x Work Comp Rate/100)</small>
Federal & State Unemployment Insurance	\$0.75		<small>(This amount cannot be changed)</small>
Sub-Total	_____		
			
Total Rate/Hour			

Workmen's Comp. Code: _____
 Workmen's Comp. Premium Rate: _____
 Experience Modification Rate (EMR): _____

**Overhead and profit rates will be applied as described in the Contract Documents.
 Huntley Park District Stingray Bay Pool Steel Structures and Painting of 2 Water Slide Structures Bid
 09G-1 – Painting – Bid Form
 Page 7 of 8

BID DAY LABEL

Stingray Bay Pool Steel Structures and Painting of (2) Exterior Water Slide Structures – Huntley Park District – Bid Release 1

Cut out this box and tape to your envelope for your mailing label:

Sealed bid – DO NOT OPEN!!

Attn: Mr. Wesley Peete, MPA, CPRP
Huntley Park District
12015 Mill Street
Huntley, IL 60142

Cut out this box and tape it to the lower left-hand corner of your bid envelope.

Stingray Bay Pool steel structures and exterior painting of (2) water slide structures – Huntley Park District – Bid Release 1

Trade Package: 09G-1 Painting

This Bid is being submitted by:

(Name of Contractor Submitting Bid)

A complete bid includes all of the following: please check each box to indicate that you have included these items. **FAILURE TO INCLUDE ANY OF THESE ITEMS MAY RESULT IN THE REJECTION OF YOUR BID!**

- Bid Form – Original and 1 copy (all addenda acknowledged?)
- Bid Bond – Original and 1 copy (or 1 copy of Certified Check)
 - *Public Bidding Certificates – Original and 1 copy
 - *Conflict of Interest Forms – Original and 1 copy
 - *Labor Rate Sheet for each Labor Classification – Original and 1 copy**(rate sheet attachments will not be accepted, MUST be on Labor Rate Sheet provided)**

*Included in the bid form

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.01 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.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Owner'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 Owner. 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, and 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.

1.03 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.
- C. Copies of Standards: Each entity engaged in construction on Project should 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.

- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for 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.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities	
	Available from Access Board	
	www.access-board.gov	

1.04 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 indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (913) 882-1170
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510

NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555 (617) 770-3000
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422

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.

IBC	International Building Code – 2012	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100

ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
IDPH	Illinois Department of Public Health	
IASC	23 Illinois Administrative School Code 180	
IAC	Illinois Accessibility Code, 1997	

- 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.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111

HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014200

SECTION 01 50 00 – TEMPORARY FACILITIES – SEPARATE PRIME CONTACTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, other Division-1 Specification Sections, and General Scope of Work for All Trade Contractors apply to this Section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. This section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

Division of Responsibilities:

- B. General: Review the list below for typical items and to whom each has been assigned:

- C. Each Trade Contractor is responsible for the following items

1. Installation, operation, maintenance and removal of each temporary service or facility usually recognized as related to its own normal scope of work, and the costs and use charges associated with each such service or facility.
2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own work.
3. Its own field office, complete with necessary utilities and telephone service.
4. Storage and fabrication sheds necessary for its own work.
5. Specialized or unusual hoisting requirements, including hoisting weights in excess of 1/2-ton, hoisting work into spaces below grade and hoisting requirements outside the building enclosure.
6. General hoisting and material location in and around building and site. Collection and disposal of its own hazardous, dangerous, unsanitary or otherwise harmful waste material.
7. Construction aids and miscellaneous services and facilities necessary for its own work.
8. Clean up of all work areas during and upon completion of each job.
9. Unloading, storing, and signing for receipt of delivered materials to the project site.
10. Containerized top-dispenser bottled water type drinking water units.
11. General collection and disposal of wastes
12. Dumpsters for any demolition activities
13. First Aid kit and safety program

- D. The following items will be the responsibility of the party as noted.

1. Temporary toilets, including disposable services – Contractor
2. Project identification and temporary signs – Contractor
3. Security enclosure and lockup, building only – Contractor
4. Dumpsters for non-demolition work – Contractor

5. Temporary Fire Extinguishers – Contractor

E. Use Charges

1. No cost or usage charges for temporary services or facilities are chargeable to the Owner. Prime contractors' cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra.
 - a. Water Service Use Charges: The Owner shall pay water service use charges, whether metered or otherwise, for water used by all entities authorized to be at or to perform work at the project site.
 - b. Electric Power Service Use Charges: The Owner shall pay electric power service use charges, whether metered or otherwise, for electricity used by all entities authorized to be at or perform work at the project site.

F. Temporary Utility Services: Utility services required for temporary use at the project site include but are not limited to the following:

1. Water service and distribution.
2. Temporary electric power and light.

G. Temporary Construction and Support Facilities required for the project include but are not limited to the following:

1. Field offices and storage sheds.
2. Sanitary facilities.
3. Temporary enclosures.
4. First aid station.
5. Project identification bulletin boards and signs.
6. Waste disposal services.

Each Trade Contractor may elect to use alternative temporary services and facilities equivalent to those specified, subject to acceptance by the Owner.

H. Security and Protection Facilities and Services required for the project include but are not limited to the following:

1. Temporary fire protection.
2. Barricades, warning signs, lights.

Alternative security and protection methods or facilities, equivalent to those specified, may be used subject to acceptance by the Owner.

1.03 QUALITY ASSURANCE

A. Regulations: Each trade contractor shall comply with local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:

1. Building Codes, including local requirements for permits, testing and inspection.
2. Health and safety regulations.

3. Utility company regulations and recommendations governing temporary utility services.
4. Fire Department rules and recommendations.
5. Police and Rescue Squad recommendations.
6. Environmental protection regulations governing use of water and energy and control of dust, noise and other nuisances.

In addition, each trade contractor shall comply with "Environmental Impact" commitments the Owner or previous Owners of the site have made to secure local approval to proceed with construction of the project.

- B. Standards: Each trade contractor shall comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations," the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services."
1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services," as prepared jointly by AGC and ASC for industry recommendations.
- C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities. Obtain required certifications and permits for use.

1.04 SUBMITTALS

- A. Reports and Permits: During the progress of the Work, each trade contractor shall submit copies of reports and permits required by governing authorities, or necessary for the installation and efficient operation of temporary services and facilities.
1. Submit copies of reports of tests, inspections, meter readings and similar procedures performed on temporary utilities before, during and after performance of work. Submit copies of permits, easements and similar documentation necessary for installation, use and operation of temporary utility services. Reports and permits required for use of temporary utility services include but are not limited to the following:
 - a. Temporary heat.
 - b. Ventilation.
 - c. Temporary electric power and light.

1.05 JOB CONDITIONS

- A. General: The Contractor shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed or are replaced by the authorized use of completed permanent facilities.
1. Temporary use of permanent facilities: Regardless of previously assigned responsibilities for temporary services and facilities, the Installer of each permanent service or facility shall assume responsibility for its operation,

maintenance and protection during use as a construction service or facility prior to the Owner's acceptance and operation of the facility.

- B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on site.
 - 1. Temporary Utilities: Do not permit freezing of pipes, flooding or the contamination of water sources.
 - 2. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.
 - 3. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures to prevent site erosion.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. General: Each trade contractor shall provide new materials and equipment for temporary services and facilities; used materials and equipment that are substantially undamaged and in serviceable condition may be used, if acceptable to the Construction Manager. Provide only materials and equipment that are suitable for their intended use.
- B. Temporary Utilities: Where the local utility company provides only a portion of the temporary utility, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Water Hoses: Where shut-off nozzles are used at the water hose discharge, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system.
 - a. Where non-potable water is used, provide warning signs on the discharge end of each length of hose.
- C. Electrical Service: Comply with applicable NEMA, NECA and UL standards governing regulations for materials and layout of temporary electric service, including requirements included in Division 16 or 26 specification sections
 - 1. Voltage Differences: Provide identification warning signs at power outlets other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.
 - 2. Ground-Fault Protection: Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.
 - 3. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or waterproof connectors to connect separate lengths, if single lengths will not reach work areas.

4. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to weather or moisture.
- D. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout the course of use at the project site.
1. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed.
 2. Temporary Offices and Similar Construction: For temporary offices, fabrication shops, storage sheds and similar construction, provide standard prefabricated or mobile units or the equivalent job-built construction. Provide insulated, weather tight units, that are heated or air-conditioned where indicated with lockable entrances, operable windows, roofing, foundations adequate for normal loading, including wind loads, serviceable finishes, and mechanical and electrical equipment necessary to achieve ambient conditions indicated.
 - a. Fire-Resistance: Provide fire-resistant construction for offices, shops, and sheds located within the construction work area, or within 50 feet of the building lines. Provide UL labeled class "A" fire treated lumber and plywood for framing, sheathing and siding, and UL class "A" asphalt shingle or rollroofing. Provide gypsum board interior walls.
 - b. Self-Contained Toilet Units: Provide male and female single-occupant self-contained toilet units of the chemical, aerated re-circulation, or combustion type properly vented and fully enclosed with glass fiber reinforced polyester shell or similar non-absorbent material.
 - c. Tarpaulins: Provide waterproof, fire-resistance, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures where work is being or will be performed, provide translucent tarpaulins made of nylon reinforced laminated polyethylene to admit the maximum amount of daylight and reduce the need for temporary lighting.
 - d. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
 - e. Drinking Water: Provide potable water complying with local health authority requirements.
 - f. Sign Materials: For signs and director boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thicknesses indicated. Provide exterior grade acrylic-latex-base enamel for painting sign panels and applying graphics.
- E. Security and Protection Facilities
1. Fire Extinguishers: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. In other locations provide either type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

2. Plywood: For fences and vision barriers, provide exterior type, 3/8" thick minimum exterior type plywood, prime and finish painted. For safety barriers, sidewalk bridges and similar direct-contact uses, provide exterior type, 5/8" thick minimum prime and finish painted plywood.
3. Open-Mesh Fencing: Provide No. 11-gage galvanized chain link fabric fencing 6 feet high with galvanized barbed wire to strand, galvanized steel pipe posts, and 2" I.D. for corner posts.

PART 3 - EXECUTION

3.01 INSTALLATION – GENERAL

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with performance of the Work.
 1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the local utility company to install temporary service to the project, or to make connections to existing service. Arrange with the companies and existing users for an acceptable time when service can be interrupted, where necessary to make connections for temporary services.
 1. Water Service: Install water service and distribution piping of sizes and pressures adequate for temporary construction purposes during the construction period and until permanent service is in use, including but not limited to the following uses.
 - a. Construction processes.
 - b. Fire protection.
 - c. Cleaning.
 - d. Plant and lawn watering.
 2. Where the available supply of potable water is inadequate, provide non-potable water for purposes other than drinking and washing. Provide warning signs at each outlet of non-potable water.
 3. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from drip pans as it accumulates.
 4. Sterilization: Except piping of non-potable water, sterilize temporary water piping prior to use. Refer to Division-15 or 22 sections for procedures.
- B. Temporary Electric Power Service
- C. General: Provide a weatherproof, grounded, electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Whenever an overhead floor or roof

deck has been installed, install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every work area.

- D. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear.
 - 1. Install electric power service overhead except where underground service must be used to avoid construction conflicts or to comply with governing regulations.
 - 2. Connect temporary service to the local electric power company main in the manner directed by company officials.
 - 3. Provide temporary service with an automatic ground-fault interrupted feature, activated from the circuits of the system.

- E. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general, run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations. Provide rigid steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks or other areas of possible damage or abuse.
 - 1. Provide metal conduit, tubing or armored cable for protection of temporary power wiring where exposed to possible damage during construction operations. Where permitted by code, wiring of circuits not exceeding 110-120 Volt 20 Amp rating and wiring of lighting circuits may be non-metallic sheathed cable in areas where located overhead and exposed. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide metal enclosures or boxes for wiring devices.
 - 2. Provide overload-protected disconnect switch for each temporary power circuit and each temporary lighting circuit, located at the power distribution center.
 - 3. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 100 foot extension cord can reach each work area. Provide separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).

- F. Temporary Lighting
 - 1. Provide local switching of temporary lighting, spaced to allow lighting to be turned off in patterns to conserve energy, retain light suitable for work-in-progress, access traffic, security check and project lock-up.
 - 2. Provide not less than one 200-watt incandescent lamp per 1000 sq. ft. of floor area, uniformly distributed for general construction lighting, or illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stairways and at ladder runs, provide one lamp per story, located to illuminate each landing and flight.
 - 3. Install and operate temporary lighting to fulfill security and protection requirements, without the necessity of operating the entire system.

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. General: Provide a neat and uniform appearance in temporary construction and support facilities acceptable to the Owner.

1. Locate field offices, storage and fabrication sheds and other facilities for easy access to the work. Position offices so that windows give the best possible view of construction activities.
 2. Except as otherwise indicated, make the change-over from use of temporary services and facilities to use of permanent services and facilities at the earliest feasible date at each portion of the work, to minimize hazards and interferences with performance of the work.
 3. Maintain field offices, storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal system, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion as directed by the Construction Manager, remove these facilities. Personnel remaining at the site beyond substantial completion will be permitted to use certain permanent facilities, under restricted use conditions acceptable to the Owner.
- B. Temporary Heat General: Temporary heat will be provided where indicated or needed for proper performance of the Work, curing or drying of recently installed work or protection of work in place from adverse effects of low temperatures or high humidity. Select facilities known to be safe and without deleterious effect upon work in place or being installed. Coordinate with ventilation requirements to produce indicated ambient condition required and to minimize consumption of fuel or energy. Temporary heat will be provided by the HVAC Contractor – to be paid for through allowance amount. Bidders should include the allowance in their base bid, but not include additional costs for temporary heat beyond the allowance.
1. The building will maintain a minimum temperature of 45 degrees Fahrenheit (7 degrees Celsius) in permanently enclosed portions of the building and areas where finished work has been installed.
- C. Heating Facilities: Except where conditions make it necessary to use another system, and where use of permanent heating system is available and authorized provide properly vented self-contained LP gas heaters with individual space thermostatic control for temporary heat.
1. Do not use open burning or salamander type temporary heating units where prohibited by governing regulations, or when combustible materials are located in or near the space being heated, or when work installed or being installed includes work exposed to view in the completed project.
- D. Field Offices General: Each trade contractor shall be responsible for its own temporary field office, and related facilities, complying with OSHA.
1. Storage and fabrication Sheds: Install storage and fabrication sheds, properly sized, furnished and equipped, as required to accommodate work. Comply with applicable provisions specified elsewhere for distribution and use of temporary utilities. Sheds may be open shelters or fully enclosed spaces within the building construction area or elsewhere on the project site.
- E. Sanitary Facilities

1. General: Sanitary facilities include temporary toilets – unless Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs.
 - a. Locate toilets and drinking water fixtures so that no one within the construction area will need to walk more than 2 stories vertically or 200 feet horizontally to reach these facilities.
2. Toilets: will be self-contained toilet units as hereinbefore specified. Drinking Water Fixtures: Each Trade shall provide drinking water where and when piped potable water is reasonably accessible, whether from permanent or temporary lines. Otherwise, the Trade Contractor shall provide containerized tap-dispenser bottled-water type drinking water units, including the paper supply.

F. Temporary Enclosure:

1. General: At the earliest practical time provide temporary enclosure of materials, equipment, work in progress and completed portions of work to provide protection to the Work and employees from effects of exposure, foul weather, other construction operations, and similar activities on the site.
 - a. Provide temporary enclosures where temporary heat is needed and permanent building enclosure is not yet completed, and there is no other provision for containment of temporary heat. Coordinate enclosures with ventilating and material drying or curing requirements to avoid dangerous conditions and adverse effects.
2. Enclosure: Install tarpaulins or equivalent materials securely, using a minimum of wood framing and combustible materials. Individual openings of 25 sq. ft. or less may be closed with plywood or similar materials.
 - a. Close openings through the floor or roof decks and other horizontal surfaces with substantial load-bearing wood-framed or similar construction.
 - b. Where temporary wood or plywood enclosure exceed 1000 sq. ft. in area, use fire-retardant treated material (UL labeled class "A") for the main sheathing, and use a minimum of non-treated wood framing and trim.

G. Hoists and Temporary Elevator Use

1. General: Each Trade Contractor shall provide facilities for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. Selection of type, size and number of facilities is the Trade Contractor's option. Truck cranes and similar devices used for hoisting are considered "tools and equipment" and not temporary facilities.
2. Temporary Elevator Use: Refer to Division-14 "Elevator" section.
3. Responsibility: each Trade Contractor is responsible for hoisting for its own work.

H. Project Identification and Temporary Signs

1. General: Prepare project identification and other temporary signs of the size and with graphic content indicated; install where indicated. Support on posts or framing of treated wood or steel. Maintain signs to properly inform the public and persons seeking entrance to the project. Do not permit installation of unauthorized signs that are visible outside the site.
2. Project Identification Signs: Engage an experienced sign painter to apply graphics in a neat professional manner. Comply with details and notations indicated.
3. Temporary Signs: Prepare temporary signs within the site to provide direction assistance and information to help construction personnel and visitors locate the following:
 - a. Access roads and parking.
 - b. Offices and first aid stations.
 - c. Telephones.
 - d. Emergency exits. Fire protection facilities.
 - e. Barricades and obstructions.
 - f. Hazardous elements of construction work.
4. Temporary Lighting: Install exterior lights, yard lights and sign lights so that signs are clearly visible when work is being performed. Operate project identification sign lighting from dusk until 10:00 PM daily.

I. Collection and Disposal of Wastes

1. General: Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site more than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F (27 deg. C). Handle hazardous, dangerous, or unsanitary waste materials separately from other inert waste by containerizing appropriately. Dispose of waste materials in a lawful manner.
 - a. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
 - b. Provide rodent proof containers located on each floor level to encourage depositing of garbage and similar wastes by construction personnel.

J. Construction Aids and Miscellaneous Services and Facilities

1. General: Design, construct, and maintain construction aids and miscellaneous services and facilities as needed to accommodate performance of work. Construction aids and miscellaneous services and facilities include, but are not limited to the following:
 - a. Temporary stairs and ladders.
 - b. Guardrails and barriers.
 - c. Walkways.

2. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate for performance of work. Cover finished permanent stairs exposed to occupant's use, with a durable protective covering of plywood and similar material so that finishes will be undamaged at the time of acceptance.
3. Walkways: Install and maintain temporary walkways around construction work and to field offices, toilets and similar places. Construct walkways of washed, well-graded gravel 6" deep by 36 wide, or duckboard units 30" wide with 1 x 6 rough-sawn crossboards on a pair of 3 x 4 runners in 12 foot lengths.
4. Responsibility: General construction aids and miscellaneous facilities required are the responsibility of the Construction Manager. Construction aids and miscellaneous facilities required exclusively for each trade contractor are the responsibility of that contractor.
 - a. Construction aids and miscellaneous facilities which can be shared by 2 or more trade contractors shall be the joint responsibility of those trade contractors sharing use. These contractors shall by mutual agreement based upon their respective usage, share in costs and other requirements of such facilities.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. General: Provide a neat and uniform appearance in security and protection facilities acceptable to the Architect/Engineer and the Owner.
- B. Except for utilization of permanent fire protection facilities, as soon as available in each area, do not change over from use of temporary security and protection facilities to use of permanent facilities until substantial completion, or longer as requested by the Architect/Engineer.
- C. Temporary Fire Protection:
 1. General: Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers." Locate fire extinguishers where most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in containers in fire-safe locations.
 2. Develop and supervise an overall fire prevention and first aid protection program for personnel at the project site. Review needs with local fire department officials and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information and enforce strict discipline. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire.
 3. Where temporary water outlets are available, provide hoses of sufficient length to reach construction areas. Hang hoses with a warning sign, to indicate that they are for fire protection purposes and are not to be removed. Match hose size with outlet size and equipment with suitable nozzles.

4. Permanent Fire Protection: At the earliest feasible date in each area of the project, complete installation of permanent fire protection facilities, including connected services, and place into operation and use. Instruct key personnel at the site on how to use facilities which may not be self-explanatory.

D. Barricades, Warning Signs and Lights

1. General: Comply with recognized standards and code requirements for erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed for recognition of the facility, including flashing red lights where appropriate.

E. Security Enclosure and Lockup

1. General: Install substantial and durable general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to prevent unauthorized entrance, vandalism, theft and similar violations of property security.
2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or are attractive for possible theft, provide a secure lockup. Enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

F. Environmental Protection

1. General: Provide protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and by methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted or that other undesirable effects might result from performance of work at the site. Avoid the use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the project site.

3.05 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in the use of temporary services and facilities at the site. Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the site.
- B. Maintenance: Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve

- indicated results in the work and avoid the possibility of damage to work or the temporary facilities.
2. Protection: Prevent water filled piping from freezing, by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect/Engineer requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it has ended, or when it has been replaced by authorized use of a permanent facility, or no later than the time of substantial completion. Complete or, if necessary, restore permanent work, which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work, which cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary services and facilities are and remain the property of each prime contractor. The Owner reserves the right to take possession of the project identification signs.
 2. Remove temporary roads and paving materials not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area.
 3. Remove materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances, which might impair plant materials or lawns. Repair or replace street paving, curbs and sidewalks at temporary entrances, as required by the governing authority.
 4. At substantial completion, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period, including but not limited to the following:
 5. Replace air filters and clean the inside of ductwork and housings.
 6. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 7. Replace lamps in the lighting system that are burned out or dimmed by substantial hours of use.

END OF SECTION 015000

SECTION 01 60 00 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "References" for applicable industry standards for products specified.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 5. Divisions 09 Section for specific requirements for warranties on products and installations specified to be warranted.

1.03 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- C. Substitution Requests: No product or manufacturer substitutions will be considered unless initiated or preapproved by the Architect.

1.04 SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Owner will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittals".
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittals." Show compliance with requirements.

1.05 QUALITY ASSURANCE

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

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.07 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Owner's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system.
6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other specified manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the Basis of Design product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

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

2.02 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Owner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Pre-approval for product substitution was received in writing from architect prior to this submittal.
 - 2. Evidence that the proposed product does not require revisions to the Contract Documents; that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 3. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 4. Evidence that proposed product provides specified warranty.
 - 5. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 6. Samples, if requested.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000

SECTION 01 62 00 – PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Not less than 10 days prior to bid due date Owner will consider written requests from prime bidders for substitutions. Requests received after that time will not be considered during the bidding process. Approval of substitution, if granted, will be issued by addendum to all prime bidders.

1.02 DESCRIPTION OF REQUIREMENTS

- A. Submit 3 copies of request for substitution. Include in request:
1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 2. For Products:
 - a. Product identification, including manufacture's name and address.
 - b. Manufacturer's literature, including product description, performance and test data, reference standards.
 - c. Samples.
 3. For Construction Methods:
 - a. Detailed description of proposed method.
 - b. Drawing illustrating methods.
 - c. Itemized comparison of proposed substitution with product or method specified.
 - d. Data relating to changes in construction schedule.
 - e. Relation to separate contracts.
 - f. Cost data on proposed substitution in comparison with product or method specified.
- B. In making request for substitution, bidder represents:
1. He has personally investigated proposed product or method and determined that it is equal or superior in all respect to that specified.
 2. He will provide the same guarantee for substitution as for product and method specified.
 3. He will coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects.
 4. He waives all claims for additional costs related to substitution which consequently becomes apparent.
 5. Cost data is complete and includes all related costs under his Contract, except the Owner's redesign cost, including but not limited to:
 - a. Costs under separate contracts.

- C. Substitutions will not be considered if:
 - 1. They are indicated or implied on shop drawings or product data submittals without formal request submitted as hereinbefore specified.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. Increase project cost.
 - 4. Cause delays to the scheduled project construction and completion.

1.03 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.
- B. Summary: This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- C. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Trade Contractor.
 - 1. The requirements for Trade Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
 - 2. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Material and Equipment."
- D. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- E. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in Contract Documents.
- F. Substitution Request Submittal: The Trade Contractor shall provide products as specified.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Conditions: Under only extreme circumstances a Trade Contractor's substitution request will be received and considered by the Owner; otherwise requests will be returned without action except to record noncompliance with these requirements.

- B. Where a proposed substitution involves more than one trade Contractor, each Trade Contractor shall cooperate with the other Trade Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.
- C. The Trade Contractor's submittal and Owner's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 62 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Warranties.
 3. Electronic Closeout Documentation.
 4. Final cleaning.
- B. Related Sections include the following:
1. Division 01 Section "Application for Payment" for requirements for Applications for Payment for Substantial and Final Completion.
 2. Division 01 Section "Cleaning" for progress cleaning of Project site.
 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 6. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.
- C. Refer to "Construction Manager's Manual" for additional information.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: **Before requesting inspection for determining date of Substantial Completion, complete the following.** List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Prepare draft Project Record Documents and Operation and Maintenance Manuals and submit for review.

5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 7. Complete startup testing of systems.
 8. Submit test/adjust/balance records.
 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 11. Complete final cleaning requirements, including touchup painting.
 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Re-inspection: Request re-inspection 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.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Application for Payment."
 2. Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
 5. Submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- 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 the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.06 ELECTRONIC CLOSEOUT DOCUMENTATION

- A. General: Provide a complete project closeout documentation package in electronic pdf format. This package shall include:
 - 1. Project Record Documents.
 - 2. Approved Submittals.
 - 3. Operation and Maintenance Manuals.
 - 4. Warranties.
 - 5. Owner training DVD's.
 - 6. Project Contact Directory.
- B. The Electronic Closeout Documentation shall be prepared by ...
- C. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:
 - 1. Contact Lamp Incorporated a minimum of three months prior to the date of Substantial Completion to schedule a pre-closeout meeting. Review the following:
 - a. Format of documents: PDF electronic format for all documents.
 - b. Folder structure for storage and transfer of files.
 - c. Schedule for collection and turn-over of closeout documentation.
 - d. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning.
 - e. Provide contact information for the individual responsible for the collection and transfer of the electronic closeout Documentation package contents.

- f. Review a complete listing of closeout documentation package contents.
- 2. Provide all Documentation to Lamp Incorporated
- D. Failure to comply with closeout procedures may result in a fine; refer to the General Work Scope for all Trade Contractors for more information.

PART 2 - PRODUCTS

2.01 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.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Reference Specification Section 017100 Cleaning for final cleaning requirements.

END OF SECTION 017700

SECTION 01 74 23 – CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations during construction.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces. Leave project clean and ready for occupancy.

1.02 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with safety and insurance standards.

1.03 HAZARDS CONTROL

- A. Store volatile wastes in covered metal containers and remove from premises daily.
- B. Prevent accumulation of wastes that create hazardous conditions.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- D. Do not burn or bury rubbish and waste materials on project site.
- E. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- F. Provide adequate ventilation during use of volatile or noxious substances.
- G. Do not dispose of wastes into waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surface recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Each Contractor onsite shall be responsible for their own cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish. They shall restore working areas of the Project to a neat and orderly condition at the end of each day's work during all periods while either their employees or their subcontractors are present on the site. Cleaning up shall be a continuing period and shall not be left to be performed after the work or a portion of the work is completed.
- B. Each Contractor shall provide a suitable means to prevent any mud from being carried onto public roadways. All trucks, equipment or other vehicles leaving the site at any time shall be clean of mud and dirt clinging to wheels and exterior body surfaces.

1. Any trade failing to adequately clean vehicles or otherwise cause dirt or debris to be deposited on any public street or roadway shall be held responsible for all costs in connection with the clean-up.
 2. Upon 23-hour notification of the negligent Trade Contractor by Owner shall perform cleaning, and the responsible Trade Contractor will be billed at \$100/hour.
- C. All materials shall be kept dry and clean prior to installation. Clean all installed materials, including any oils, markings, dirt, debris, etc.; to leave a clean finish, and to enable the application of any finishes.
- D. The Contractor shall provide trash containers to remove rubbish from the site at no cost to the Owner, with exceptions as noted in the specific Trade Contractor Scopes of Work. The Owner will determine the location of the trash containers.
- E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- F. Any Trade Contractor failing to comply with the above requirements, the Construction Manager will perform the necessary cleanup, and will charge the Trade Contractor for time and expenses incurred.

END OF SECTION 01 74 23

SECTION 01 78 23 – OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This 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 and finishes, systems and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittals" 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 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.03 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.

1.04 SUBMITTALS

- A. Initial Submittal: Submit (1) one draft copy of each manual at least 60 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Owner will return copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit (1) one copy of each manual in final form at least 15 days before substantial completion. If necessary, Owner will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Owner's comments. Submit 3 paper copies and an electronic PDF version of each corrected manual within 15 days of receipt of Owner's comments.

1.05 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.

PART 2 - PRODUCTS

2.01 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 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."

2.02 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. 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 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.

2.03 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.

2.04 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.

2.05 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.

2.06 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturer's 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 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. Manufacturer's Maintenance Documentation: Manufacturer's 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 manufacturer's 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 manufacturer's maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. 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

3.01 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. Manufacturer's Data: Where manuals contain manufacturer's 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 manufacturer's 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 manufacturer's 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 schedule for submitting operation and maintenance documentation.
- H. Furnish a PDF copy of each manual required to the company compiling all close out documents.

END OF SECTION 01 78 23

SECTION 01 78 36 – WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Compile specified warranties and bonds or service and maintenance contracts.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to Owner for review.
- E. If applicable – submit all warranty information to company compiling all closeout documentation in PDF format.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties and bonds; executed by each of the respective manufacturers, suppliers and subcontractors as called for in the Contract Documents.
- B. Number of original signed copies required: 2 each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances that might affect the validity of warranty or bond.
 - 7. Contact, name or responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 inches x 11 inches, punch sheets for 3 ring binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title
- C. Warranties and Bonds: List:
 - 1. Title of project.
 - 2. Name of Contractor.
- D. Binders: Commercial quality, 3 ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

- A. Make submittals within 10 days after date of substantial completion, and prior to final request for payment. All warranties and bonds shall commence from the date of substantial completion, unless otherwise specified herein.
- B. For items of work, where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

1.05 SUBMITTALS REQUIRED

- A. Submit warranties and bonds as specified in the respective sections of specifications.
- B. Each Trade Contractor and their subcontractors and sub-subcontractors shall submit a two-year written warranty covering all workmanship and material under his sub-contract.
- C. Said warranty shall be in accordance with applicable stipulations of the General Conditions. In addition, warranties specified in certain sections of the specifications, shall be provided by those subcontractors.
- D. All Warranties, including pertinent equipment such as boilers, chillers, pumps, electrical panels, etc., used during the course of construction shall commence at "Dates of Substantial Completion" of the work unless otherwise specified herein, as designated by the Architect.

PART 2 - PRODUCT (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 78 36

SECTION 01 78 39 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit for review on or before Substantial Completion one set of marked-up Record Prints depicting all work in place to date. Owner will mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Owner will return prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit on or before Final Completion three sets of marked-up Record Prints, and one electronic set in PDF format. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Comply with the following:
 - 1. Number of Copies: Submit on or before Final Completion three sets of marked-up Record Specifications, and one electronic set in PDF format, including addenda and contract modifications. Print each Specification Section in its entirety, whether or not changes and additional information were recorded.
- C. Record Product Data and Submittals: Comply with the following:

1. Number of Copies: Submit on or before Final Completion three copies of each Product Data and/or Shop Drawing submittal, and one electronic copy in PDF format.
2. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings. Do not use Project Record Documents for construction purposes.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Owner's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Initial Submittal: Submit for review to Owner on or before Substantial Completion three sets of marked-up Record Prints, and one electronic copy in PDF format, depicting all work in place to date. When authorized, prepare a full set of corrected Record Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to Owner for resolution.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Owner for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Construction Manager.
 - e. Name of Contractor.

2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders and Record Drawings where applicable.

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.04 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 09 90 00

POOL PAINTING AND COATINGS

- A. Painting includes:
1. Surface preparation and painting.
 2. Paint Submittal: Contractor shall submit prior to painting the brand name and type of paint selected, along with the manufacturer's specification number and be accompanied with manufacturer's specification and product data sheet for each individual paint for Architect /Engineer's approval.
- B. Color selection: Colors will be selected by the Architect / Engineer from the manufacturer's custom color chip samples. Color schedule will be issued.
- C. Applications: Protect painted work at all times, and also protect all adjacent work and materials by suitable coverings or other approved methods during progress of work. Upon completion of work, remove all paint and sealant spots from floors, glass, and all other surfaces. Remove from premises all rubbish and accumulated materials of whatever nature, and leave work in clean, orderly, and acceptable condition.
1. Provide workmanship in accordance with standards set forth by "Painting and Decorating Contractors of America" Type I "Standard" Specifications except as otherwise specified herein.
 2. Finish in uniform and approved selected color. Paint materials shall completely cover and be smooth and free from runs, sags, clogging, or excessive flooding. Finish shall cover all openings 1/8" or larger so that it appears smooth. Make edges of paint adjoining other materials or colors sharp and clean without overlapping. Where high gloss enamel is used, lightly sand undercoats to obtain smooth finish coat. All undercoats of paints shall be approximate shade as final coat.

When project is completed, touch-up and restore finish where damaged or required.

3. Inspection of sub-surfaces: Do not begin painting on any surface until it is inspected and approved by manufacturers representative.
4. Approval: All products shall be approved by the Architect / Engineer prior to their use.
5. Application: All products shall be applied in strict accordance with the manufacturer's recommendation.

SECTION 09 96 00
HIGH-PERFORMANCE COATINGS

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 surface preparation and application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Steel.
- B. Related Requirements:
 - 1. Section 099113 "Exterior Painting" for special-use coatings and general field painting.
 - 2. Section 099123 "Interior Painting" for special-use coatings and general field painting.

1.3 DEFINITIONS

- A. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- B. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of coating system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Coatings: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under

sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

HIGH-PERFORMANCE COAT

